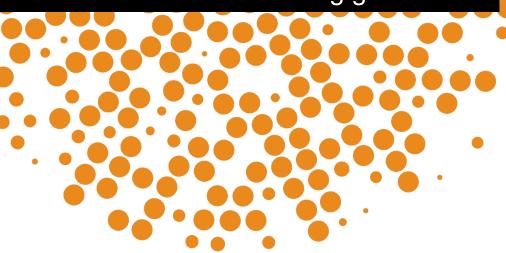


Queensland Group Training Program

2022-23 funding guidelines





Overview

The Queensland Group Training Program (QGTP) is administered by the Queensland Department of Employment, Small Business and Training (DESBT).

The objective of the program is to support group training organisations achieve the goals of group training, namely to:

- Create additional employment opportunities for apprentices that otherwise might not have existed;
- Provide for employment of apprentices by accessing a range of host employers to ensure the continuity of paid work through to the completion of their apprenticeship Training Contract;
- Improve the quality and range of training available to apprentices; and
- Support regional participation.

The funds are provided as a contribution towards the provision of group training services to support structured skills training, including monitoring and support for apprentices throughout their employment, and to ensure high quality work placements to broaden skills acquisition opportunities.

Eligible applicants

All group training organisations that are recognised in Queensland under the *Further Education and Training Act 2014* are eligible for QGTP funding.

Eligible Group Training Organisations must also:

- be compliant with the National Standards for Group Training Organisations and either:
 - a) be a current financial member of the Group Training Association of Queensland and Northern Territory Ltd trading as the Apprentice Employment Network, the Queensland peak body representing the interests of group training organisations in Queensland; or
 - b) achieve ISO 9001 Quality Certification by no later than 31 December 2022 and supply a list of the organisations' host employers at time of submitting the 31 December 2022 Six Monthly Certification from the Chair; and
 - c) provide DESBT with a six monthly report that outlines the name of all current/active apprentices and

trainees, the name and contact details of their host employer at the time of reporting, together with details of any apprentice who has not been allocated to a host employer for two or more days during the reporting period. The report is to be provided at the time of submitting the 31 December 2022 Six Monthly Certification from the Chair.

- demonstrate the capacity to deliver group training services
- have an appropriately staffed registered business office in Queensland to effectively provide group training services
- have a demonstrated record of achievement as a recognised group training organisation in Queensland for a period of no less than 12 months.
- as the employer, group training organisations agree to:
 - a) employ and train its apprentices and trainees as agreed in their Training Plans and ensure apprentices understand the choices that they have regarding the training;
 - b) provide the appropriate facilities and experienced people to facilitate the training and supervise the apprentices/trainees' while at work, in accordance with their Training Plans:
 - ensure apprentices/trainees are appropriately onboarded throughout their training and with host employers;
 - d) ensure the apprentices/trainees' receive on the job training and assessment in accordance with their Training Plans;
 - e) ensure host employers provide work that is relevant and appropriate to the apprentices/trainees' occupations and also to the achievement of their qualifications referred to in their Training Contracts; and in doing so where an apprentice/trainee is returned from a host employer the GTO must take all reasonable measures to provide another host employer to continue work and training within a reasonable time.
 - f) release the apprentice/trainees' from work and pay the appropriate wages to attend any training and assessment specified in their Training Plans;

- g) provide apprentices, trainees and host employers with sufficient mentoring and wrap around support with the aim to optimise the successful completion of the training contract;
- h) implement an 'Apprenticeship and Traineeship Service Agreement' (ATSA) that outlines the minimum level of services and support to be provided to each commencing apprentice and trainee, to be signed by the parties (apprentice/trainee, employer) to the training contact. If the apprentice/trainee is under 18 years, the agreement must also be signed by a parent of the apprentice/trainee.
- i) meet all legal requirements as a GTO regarding the apprentices, including but not limited to, occupational health and safety requirements and common law matters such as duty of care and negligence;
- j) ensure the apprentices wages and conditions are paid in accordance with relevant industrial arrangements;
- k) work with its Supervising Registered Training Organisations (SRTOs) and the apprentices to ensure training follows the Training Plans, training records are up-to-date, and monitoring and support is provided to support the apprentices/trainees' progress;
- let DESBT the SRTO know within 14 working days of the GTO becoming aware that an apprentice/trainees Training Contract has become at risk;
- m) adhere to the requirements of the Further Education and Training Act 2014;
- repay any payments it receives that it is not entitled to receive from the DESBT;
- o) foster the development of an inclusive workforce that values workplace diversity; and
- ensure GTO employer responsibilities in employing schoolbased apprentices are adhered to. These arrangements can be found at www.qld.gov.au/education/apprentic eships/school-based/roles.

Pricing model

For the 2022-23 Financial Year, payments will be made to GTO's under the QGTP through a Performance and Funding Agreement (P&FA) which will be in operation during the 2022-23 Financial Year.

Payments are made by on assessment of GTO activity and performance in two delivery periods:

- Period 1 1 January 2022 to 30 June 2022
- Period 2 1 July 2022 to 31 December 2022.

Funding payments will be made twice annually in approximately November 2022 and April 2023.

Funding levels

Payments for GTO activity are derived from new full-time commencements and eligible recommencements (that successfully passed probation) and completions during the relevant period.

Weightings are derived from a base weighting of 1 attributed to an apprenticeship completion. Further weighting considerations are given for regional and remote employment outcomes.

For 2022-23 the unit price is set at \$2,700 for GTO activity in Period 1 and Period 2.

GTO payments

Apprentices		
		Weighting
Completions/ transfers		1
	Regional	0.25
	Remote	0.4
Commencements/ transfers		0.5
	Re-Com	0.3
	Regional	0.2
	Remote	0.3

Note: An employment outcome may attract more than one case weighting unless exclusions are otherwise indicated. A full definition of terms is provided at Appendix A.

QGTP GTO payments will be made on the condition that a GTO:

- continue as a GTO for the contracted period;
- continue, as a minimum, to operate in the markets they operated in the 2021-22

financial year, with the understanding that GTOs will make commercial decisions that may affect this requirement;

- adhere to the 2022-23 QGTP funding guidelines; and
- adhere to all requirements and responsibilities outlined in the national training contract for employers.

Evaluation and review

DESBT will undertake yearly reconciliations of all GTO payments. Any anomalies will be actioned with a view to correcting them.

The Queensland Apprenticeship and Traineeship Office will conduct a review of all payments on an annual basis. Cancellation dates of individual apprentices will be verified to determine the validity of employer declarations. DESBT will recover any ineligible payments paid under the QGTP.

Monitoring and reporting

All organisations funded under the QGTP will be continuously monitored by the department throughout the funding period. Aspects to be monitored include:

- performance under GTO programs funded by the DESBT;
- evaluation of apprenticeship and traineeship data relating to commencements, cancellations and completions;
- the completion of Apprentice and Trainee Service Agreements for each new commencement; and
- financial and business performance.

Monitoring may include physical visits and telephone contact by departmental regional officers, as well as the requirement to provide the department with timely financial reports, annual reports, strategic plans and other documents as may be requested, including those relating to funding eligibility.

A standard ATSA containing the minimum level of services and support has been developed by the Apprentice Employment Network for use by group training organisations and is provided at Attachment 1.

GTOs may elect to develop their own ATSA but in doing so must ensure the ATSA contains the minimum services and support outlined in the sample ATSA contained in Attachment 1. Where a GTO develops their own agreement they are required to submit a copy of the agreement to

the department for review and endorsement.

All organisations funded under the QGTP will be required to take out and maintain appropriate insurance with an insurance company licensed to operate in Australia by the Australian Prudential Regulation Authority (APRA):

- a professional indemnity policy for an amount not less than five million dollars (\$5,000,000); and
- public liability policy of not less than ten million dollars (\$10,000,000.00) arising out of any one event in respect of death, injury, loss or damage howsoever sustained to any person or property; and
- damage and compensation insurance to the group training organisation's employees in accordance with the Workers' Compensation and Rehabilitation Act 2003.

All organisations funded under the QGTP will be required to supply certifications of currency from the insurers confirming coverage, prior to payment of any funding.

Monitoring and reporting

Eligible group training organisations seeking funding need not apply as GTO payments are derived from previous performance as indicated on the Departmental DELTA database. DESBT will send documentation to finalise P&FA for the 2022-23 Financial Year. Once contract values have been determined and P&FA executed, the contract value is expected to be paid to eligible GTOs in November 2022 and April 2023.

Review

These Guidelines reflect QGTP arrangements for 2022-23 and will be reviewed each year to ensure they align to State priorities.

More information

For further information please contact:

Manager

Queensland Apprenticeship and Traineeship Office

Department of Employment, Small Business and Training PO Box 15483

CITY EACT OLD

CITY EAST QLD 4002

Phone: 07 3025 6433

Email: SIRT@desbt.gld.gov.au



Appendix A — Definitions

Commencement

A **commencement** has occurred when the training contract has been registered by the Department of Employment, Small Business and Training and has passed the prescribed probation period approved under the *Further Education and Training Act 2014*. (Payment is not available unless the training contract has been registered on the department's DELTA database and the apprentice must be employed full-time. Part-time arrangements do not attract funding)

Re-Commencement

A **re-commencement** has occurred when an out-of-trade apprentice (cancelled apprentice) enters into a new training contract with a GTO in the same or aligned apprenticeship occupation. The training contract must be registered by the Department of Employment, Small Business and Training and has passed the prescribed probation period approved under the *Further Education and Training Act 2014*.

Note: An out-of-trade apprentice is an apprentice who has been taken on after registering on the Out-of-Trade register managed by the Apprentice Employment Network on behalf of the department.

Completion

A **completion** has occurred when the apprentice or trainee has successfully completed the accredited training and employment as specified in the training plan and a certificate of completion has been issued by the Department of Employment, Small Business and Training.

Regional apprentice

Regional apprentices and trainees are those who reside in areas of Queensland identified as Country as per the User Choice definition. A list of postcodes can be found at <u>User Choice program Location</u> Loadings, Department of Employment, Small Business and Training

Remote apprentice

Remote apprentices and trainees are those who reside in areas of Queensland identified as Remote (including Cape York, Torres Strait and Palm Island) as per the User Choice definition. A list of postcodes can be found at <u>User Choice program Location Loadings, Department of Employment, Small Business and Training</u>

Note: As Queensland does not capture hosting arrangements on the training contract, the apprentice's home address will be used to determine eligibility for regional and remote loadings. This will be confirmed with individual GTOs prior to the finalisation of the QGTP weighting values.

School-based apprentice or trainee

A **school-based** apprentice or trainee is an employee who is studying towards their Senior Certificate or equivalent while achieving or working towards the achievement of an apprenticeship or traineeship and must work and be paid for a minimum of 50 days in each year of the school-based apprenticeship or traineeship.

Note: School students registered under part-time apprenticeship/traineeship arrangements are not considered school-based.

Transfer of registered training contracts – permanent transfer

A registered training contract may be transferred from one employer to another temporarily or permanently. For the purpose of program eligibility, only training contracts that were **permanent transfers** will attract funding under the program guidelines. A permanent transfer does not incur a probationary period with the new employer.

Attachment 1 — Services Agreement



APPRENTICESHIP AND TRAINEESHIP SERVICES AGREEMENT

Preamble:

This template is provided as an aid for Group Training Organisations to develop their suite of employment procedures and policies. Users and encouraged to use, edit, and adapt the contents to meet their organisational requirements.



This agreement is made between

<Group Training Organisation Name> (ABN XXXXXXXXX) whose registered office is at (Number) (Street Name)

(Suburb) (State / Territory) (Postcode)

(Postal Address)

And

(App Title) (App First Name) (App Last Name)

Of

(App Address) (App City) (App State) (App Post Code)

Being the Employee undertaking Apprenticeship / Traineeship

(Qual Code) (Qual Title)

Commenced (Start Date)



Welcome from the CEO

Starting work can be exciting and challenging at the same time. Meeting new people, learning all there is to know about the company and your new job, trying to "fit in" with the company culture, and other staff members and understanding the business is just the beginning. Our GTO strives to help you adjust to your new work environment and to support you through to completing your Apprenticeship or Traineeship.

Our aim is to ensure you work in a safe environment and one where you are encouraged and supported to learn and develop.

<group training organisation legal name> (<group training organisation acronym>) has successfully been providing Apprenticeships since XXXX. We have helped many Apprentices gain not only a qualification, but also supported them in their journey to a future career and employment.

Please keep this Agreement on hand so you can use it as an ongoing reference over time. It is important for us to continuing to build a progressive workplace culture that emphasises trustworthiness in all our endeavours and shows respect to fellow employees and clients.

If you have any questions regarding your Apprenticeship or Traineeship which are not answered here, our team is always willing and available to help you.

We are happy that you have chosen to do your Apprenticeship with (<group training organisation name or acronym>) and are looking forward to working with you as part of our team.

I look forward to hearing of your achievements and providing support where I can, I trust you will enjoy your time with us.

(CEO Name)



Office Locations and Contacts

Head Office GTO Manager

Phone: XX XXXX XXXX Name:

Address: Mobile: 04XX XXX XXX

Email:

Website:

Field Officer Payroll and Timesheets

Name: Contact Name: Contact Number: Contact Number:

Email: Email:



GTO Commitment and Responsibilities

While you are legally an employee of (<group training organisation name or acronym>), we also acknowledge you as a Client of our business.

We take responsibility for your development and are committed to ensuring that you are provided with a safe and healthy workplace, that you receive all entitlements that are due to you and that you are provided access to the required training and support services to ensure you have the best training and employment opportunities through to completion.

For our business, your experience is a direct reflection of the services we provide and we aim to provide the best Apprenticeship experience possible.

Specifically, as your legal employer in a group training apprenticeship arrangement, (<group training organisation name or acronym>) holds the following responsibilities to support you throughout your training period:

We agree to:

- Ensuring your apprenticeship is provided consistent with the legislative requirements set out in the *Further Education and Training Act 2014* (the Act).
- Providing employment between (<group training organisation name or acronym>) and you, either through a Modern Award or other registered industrial agreement
- Providing you with a single point of contact and support through our Field Officer for all matters relating to your apprenticeship.
- Comply with all legal obligations to ensure you are provided with relevant workplace inductions, including Work Health and Safety, into our organisation and each Host Employer organisation, including access to policy and procedural documentation.
- Comply with all legal obligations to ensure your pay and entitlements are consistent with the selected Modern Award or industrial instrument.
- Comply with all legal obligations in providing and maintaining a safe system and environment
 of work
- Developing the Training Plan is consultation with you and the Supervising Registered Training Organisation (SRTO) and ensuring training supports the Training Plan.
- Ensuring Host Employers are able to provide the facilities and range of work required by the Training Plan and the occupation.
- Providing continuity of work and development through rotations through alternate Host Employers, due to lack of work, Training Plan requirements or the range of work available.
- Where possible, facilitate the transfer of your Training Contract to another legal employer to enable continuity of your training and apprenticeship.
- Ensuring you are supervised by adequately qualified people.
- Not terminate your employment if the Host Employer ceases to have sufficient work available unless approval from the Department of Employment, Small Business and Training has been provided in accordance with the Act.
- Ensuring you are released from work to attend off the job training.
- Providing clear conditions of employment, including thorough workplace onboarding.
- Providing support through personal and professional development opportunities that assist with keeping skills needs up to date.
- Adhering to the *Complaints and Appeals Policy* as required by the National Standards for GTOs to provide a framework to resolve disputes.
- Providing a fair and impartial environment for hearings related to complaints and disciplinary matters.
- Comply with all legal obligations in allowing you a flexible workplace that accommodates personal and family needs when possible.
- Comply with all legal obligations in the provision of personal protective equipment (PPE) or clothing required for you to perform your role in a safe and effective manner.
- In the event of a workplace accident or injury providing rehabilitation and return to work support to you.

Apprentice Commitment and Responsibilities

As an apprentice employed under a group training arrangement, I commit to ensuring that I complete my apprenticeship to the best of my abilities and acknowledge that I have a range of responsibilities to (<group training organisation name or acronym>), the host employers that I will be placed with and the SRTO that will provide my qualification.

As an apprentice I agree that these responsibilities include:

- Agreeing to sign the Training Contract and enter into this Services Contract with (<group training organisation name or acronym>) as an employee under a Group Training arrangement.
- Complying with any instructions or requests by (<group training organisation name or acronym>) to ensure my apprenticeship is provided consistently with the legislative requirements set out in the *Further Education and Training Act 2014* (the Act).
- Understanding and agreeing that under the Group Training arrangement, I am employed as an
 apprentice with (<group training organisation name or acronym>) and then will be placed into
 work with other organisations called Host Employers.
- Engaging my Field Officer as my first point of contact for support and assistance for matters relating to my apprenticeship.
- Working with (<group training organisation name or acronym>) to select an SRTO and have input into developing the Training Plan.
- Attending work at the times directed by (<group training organisation name or acronym>) and / or as specified by the Host Employer and following all lawful instructions provided.
- Working diligently and making all reasonable efforts to acquire the competencies set out in the Training Plan and achieving the qualification.
- Keeping records of my training or achievement of competency (e.g., through a Record Book, Log Book, Profiling etc.), acknowledging that these records must be kept up to date, kept in a safe place, in good order and presented for inspection on a regular basis or upon request.
- Taking reasonable care for my own health and safety and of the health and safety of anyone else who may be affected by my actions.
- Cooperating with (<group training organisation name or acronym>) staff and / or the Host Employer on health and safety issues and following health and safety rules within the workplace.
- Maintaining a high standard of personal hygiene and presenting for work in a clean and neat appearance, wearing clothes that are appropriate for the industry including any personal protective equipment (PPE).
- Completing the (<group training organisation name or acronym>) Workplace Health and Safety (WHS) induction and any further inductions required by the Host Employer or (<group training organisation name or acronym>) and reading and understanding the policies and procedures provided that relate to and include Drug and Alcohol use.
- Accurately completing timesheets within the required timeframe and ensuring they are authorised by the Host Employer prior to being submitted.
- Directing all concerns or issues immediately to my Field Officer if I experience harassment, unsafe work practices or difficulties, including workplace injuries.
- Authorising (<group training organisation name or acronym>) to deduct any over payments, or the cost of any retained equipment purchased by (<group training organisation name or acronym>) or a Host Employer from my termination pay or undertake other recovery action.
- Completing an exit interview on completion or cancellation of the Training Contract and this Services Contract.
- Wearing any provided PPE or clothing at all times when performing relevant duties in the workplace or training environment and not interfering with or misusing safety equipment.
- Not willfully putting at risk the health and safety of others and reporting hazards or potential hazards to the Host Employer immediately.
- In the event of a workplace accident or injury, participating in any rehabilitation or return to work support program provided.

Employment Agreement

I acknowledge that I have read and understand this Services Contract including **Attachment** A - Employment Schedule (Optional – delete if not used) and **Attachment B – Position** Description (Optional – delete if not used).

I accept the commitments and responsibilities and understand that I must comply with all the requirements and conditions whilst I am employed by (<group training organisation name or acronym>).

Marketing and Advertising

markoting and A	avortioning	
I give consent for (<group a="" and="" for="" marketing="" photo="" td="" yes="" ☐="" ☐<=""><td>o training organisation name or acron advertising purposes. No</td><td>ym>) to use my name and</td></group>	o training organisation name or acron advertising purposes. No	ym>) to use my name and
Parent / Guardia	n Requirements	
If you are under 18 years necessary to ensure you Contract.	of age, your parent/s or guardian/s r meet your obligations under the Trail parent/s or guardian/s will no longer b	ning Contract and this Services
Employee Name:		
Date of Birth:		
Employee Signature:		Date:
If the Apprentice is under	the age of 18 when signing this Agre	eement
Parent / Guardian Name	e:	
Parent / Guardian Signature:		Date:
	tion name or acronym>) accept our comply with all requirements and cond	
GTO Representative Na	me	
GTO Signature:		Date:

Attachment A – Employment Schedule

Commencement Date:		
GTO Contact Name:		
GTO Contact Details:	Mobile: Email:	
Host Employer:		
Host Employer Contact Person:		
Host Employer Contact Details:	Mobile: Email:	
Occupation:		
Qualification:		
Probation Period		
Nominal Term:		
Award / Industrial Instrument:		
Employment Status	☐ Full Time ☐ Part Time ☐ School based	
Hours per week (if part time or school based)		
Hourly Rate: (Inclusive of allowances)		
Allowances (List and Value)	If not School based delete and add in allowances included: The Miscellaneous Award 2020 (MA000104) sets out the employment conditions specific to School Based Apprentices in Schedule C. The current rate of pay for School Based Apprentices is set out in Clause E4.2(d). At the time of making this Employment Agreement the hourly rate is \$10.95 (Year 11 or lower) and \$12.07 (Year 12). This rate of pay may be adjusted from time to time by the <i>Fair Work Commission</i> . Any increases in pay rates will be paid. As per Clause E5.1 of the award you are also being paid an additional loading of 25% on all ordinary hours worked in place of paid annual leave; paid personal / carers leave and paid absence on public holidays.	
Pay based on hours:		
Pay Frequency: Timesheets to be submitted each Friday by 4pm.	☐ Weekly ☐ Fortnightly	
Superannuation contribution based on 9.5% of weekly pay.		
Annual Leave:	4 Weeks per year (pro-rata based on weekly hours)	
Personal Sick / Carers Leave:	10 Day per year (pro-rata based on weekly hours)	
Rostered Days Off	Based on the hours worked per week and the Industrial Instrument, is the Apprentice / Trainee entitled to Rostered Days Off Yes No	

Attachment B – Position Description

