



TRAINEE & APPRENTICE PLACEMENT SERVICE

CONNECTING PEOPLE, MAXIMISING POTENTIAL

HOST EMPLOYER AGREEMENT



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1. AGREEMENT

This is an agreement to hire an Apprentice or Trainee between

**The Employer: Trainee & Apprentice Placement Service Incorporated
referred to hereafter as TAPS**

Address: 708 Port Road, Beverley SA 5009
Phone: 08 8433 1200
ABN: 42 616 617 967

And

Host Employer:

Registered Company / Business Name: _____

Trading as: _____

Registered Address: _____

Postal Address: _____

ABN: _____

Contractor's Licence Number: _____

Builder's Licence Number: _____

Agreement Date: _____

2. BACKGROUND

TAPS is a not for profit Group Training Organisation which employs Apprentices and Trainees and then places those Apprentices and Trainees with Host Employers.

Apprentices and Trainees supplied to Host Employers by TAPS are engaged under a Training Contract in accordance with the Training and Skills Development Act 2008, as amended and specific guidelines issued by the Training and Skills Commission (TaSC).

TAPS Field Consultants are the face of TAPS in the field and will liaise with all parties to ensure an effective, efficient and productive placement is maintained to the satisfaction of the Host Employer.

TAPS was established in 1997 by the Industry with the objective of reversing the trend of falling numbers of Apprentices and Trainees in the Plumbing, Roof Plumbing and Allied Industries. TAPS has met this objective through the continued and effective servicing of these sectors by providing quality candidates to meet the needs of the now expanding Apprenticeship and Traineeship market sectors of the Industry.

3. TERMS OF THIS AGREEMENT

Compliance with Laws:

The Host Employer must comply with all State and Federal laws that impose an obligation on the Host Employer in regards to a TAPS Apprentice or Trainee, during the placement of that Apprentice or Trainee.

Reading Down:

Where a word, phrase, sentence, paragraph, clause or other provision of this Agreement would otherwise be unenforceable, illegal, void or voidable the effect of that provision will so far as possible, be limited and read down so that it is not unenforceable, illegal, void or voidable.

Severability:

If any clause of this Agreement or part thereof is held by a Court to be invalid or unenforceable such clause or part thereof will be deemed to be deleted from this Agreement and the Agreement will otherwise remain in full force and effect.

Termination of Agreement:

TAPS reserves the right to terminate this Agreement with seven (7) days notice in writing. An obligation of a Party (except an obligation fully performed at termination) continues in force despite termination of this Agreement.

4. DEFINITIONS IN THIS AGREEMENT

Agreement means this Agreement and any Schedules and Annexures attached to this Agreement and any documents to which reference is made herein.

Agreement date (page 2) is the date of the commencement of this Agreement.

Allowances means such allowances as are payable in respect to work carried out for the Host Employer by an Apprentice or Trainee that it hosts, based on the relevant employment Legislation in force at that time, i.e. Fair Work Act 2009, as amended and applicable industrial Legislation.

Apprentice is a person who is engaged by TAPS and combines a system of On and Off-the-Job Training through a Host Employer and a Registered Training Organisation to gain a trade qualification.

Apprenticeship/Traineeship is a structured form of entry level training under the auspices of a Training Agreement in combination with a mutually agreed Training Plan which involves structured On and Off-the-Job Training.

Cth is an abbreviation for Commonwealth.

Employer means the registered organisation who directly employs the Apprentice or Trainee. In relation to this Agreement it refers directly to TAPS.

Group Training Organisation means an organisation approved under the National Standards for Group Training Organisations that provides Group Training services to Host Employers, Apprentices and Trainees.

GST means Goods and Services Tax as governed by A New Tax System (Goods and Services Tax) Act 1999. (Cth).

Guidelines issued by the Training and Skills Commission. A set of guidelines issued by the Training and Skills Commission which support and expand upon the Training and Skills Development Act 2008, as amended.

Host Employer means an individual or organisation that hosts, under a Host Employer Agreement, Apprentice/s or Trainee/s employed by TAPS.

Tax Invoice has the meaning given to it as outlined in the GST Act.

Training and Skills Commission (TaSC) a body that has been established under the Training and Skills Development Act 2008 and is responsible for the regulation of the Apprenticeship and Traineeship system in South Australia through the Act and associated guidelines.

Trainee is a person who is engaged by TAPS and combines a system of On and Off-the-Job Training through a Host Employer and a Registered Training Organisation to gain a qualification in a declared vocation.

WHS - Work Health and Safety which relates to the Work Health and Safety Act 2012 (SA), the Work Health and Safety Regulations 2012 (SA) and the Codes.

5. RESPONSIBILITIES OF TAPS

- 5.1** TAPS will be responsible for the following items of training and monitoring, administration and Work Health and Safety for the full term of any placement concerning TAPS Apprentices or Trainees with the Host Employer.
- 5.2** TAPS shall be and remain at all times the legal Employer of any Apprentice or Trainee placed with the Host Employer.
- 5.3** TAPS abides by The Privacy Act 1988 (Privacy Act) the Australian Law which regulates the handling of personal information about individuals. This includes the collection, use, storage and disclosure of personal information, and access to and correction of that information.

6. TAPS TRAINING

- 6.1** The Apprentices or Trainees supplied by TAPS to a Host Employer are employed under a Training Contract in accordance with the Training and Skills Development Act 2008 and an Employment Acceptance Agreement.
- 6.2** TAPS will provide the Host Employer with the following as they apply to the Apprentice or Trainee:
 - 6.2.1 Off-the-Job Training schedule;
 - 6.2.2 Off-the-Job Training attendance dates and venues;
 - 6.2.3 On request provide report/s on academic achievement;
 - 6.2.4 On request provide a copy of the Site Visit Form undertaken by a Field Consultant.
- 6.3** During the probationary period, three months for Apprentices and two months for Trainees, two evaluations will be conducted to determine the Apprentices or Trainees performance and suitability. An On-the-Job Assessment of the Apprentice or Trainee skills will also be conducted every eight weeks by a TAPS Field Consultant, generally in conjunction with the Host Employer. These assessments will ensure the relative competencies as per the Training Contract are being achieved and assist in identifying future training needs and any deficiencies in skill levels. TAPS will notify the Host Employer of any concerns regarding skills acquisition.
- 6.4** TAPS responsibility is to provide formal training for the qualification that the Apprentice or Trainee is undertaking. Additional related training will be considered on an individual needs basis between the Host Employer and TAPS.
- 6.5 Concerns and Complaints:** TAPS will liaise with the Host Employer as necessary or as requested by the Host Employer outside of the scheduled site visits by Field Consultants. Where necessary, the Field Consultant will then conduct an early site visit with the Apprentice or Trainee in relation to the Host Employer's issue or concerns.

Where the issues or concerns continue (Host Employer or Apprentice / Trainee) and not able to be resolved between them, the Field Consultant may relocate the Apprentice or Trainee to another Host Employer.

Where the Host Employer has issues or concerns relating to the business of TAPS (not connected to an Apprentice or Trainee), and wishes to report a formal complaint, these can be forwarded directly to the TAPS CEO.

7. TAPS ADMINISTRATION

- 7.1** TAPS will be responsible for the following employment expenses in relation to its Apprentices or Trainees in accordance with the relevant current Vocational Award, where applicable:
- 7.1.1 Apprentice/Trainee PAYG withholding tax;
 - 7.1.2 Annual Leave and Leave loading;
 - 7.1.3 Personal leave, Sick leave, Off-the-Job Training attendance and Inclement weather;
 - 7.1.4 Workers Compensation & claims management;
 - 7.1.5 Superannuation;
 - 7.1.6 TAPS uniform;
 - 7.1.7 Registered Training Organisation fees (Off-the-Job Training).
- 7.2** TAPS will also be responsible for the following administrative functions:
- 7.2.1 Group Certificate;
 - 7.2.2 Registration in regards to Long Service Leave;
 - 7.2.3 Registration with Consumer and Business Services for Apprentice “Worker in Training”;
 - 7.2.4 All incidents will be investigated;
 - 7.2.5 Training records for each Apprentice or Trainee;
 - 7.2.6 Supply of an Apprentice/Trainee timebook.

8. TAPS WORK HEALTH AND SAFETY (WHS)

- 8.1** TAPS will ensure that all its Apprentices or Trainees have completed an induction program which will include their obligations and responsibilities.
- 8.2** All Apprentices or Trainees will be supplied with a TAPS WHS Induction manual.
- 8.3** TAPS will provide to each Apprentice/Trainee Personal Protective Equipment (PPE) according to WHS requirements and the relevant current Vocational Award.
- 8.4** The Host Employer will be responsible for providing each Apprentice or Trainee with any other special protective clothing or safety equipment not provided by TAPS.
- 8.5** TAPS will fulfil their obligation to notify SafeWork SA and The Office of the Technical Regulator of any Notifiable Incidents that occur to TAPS Apprentice/s or Trainee/s whilst hosted with a Host Employer.
- 8.6** It is the responsibility of the Host Employer to have an up-to-date WHS system (policies and procedures) for the work they perform, and to mitigate their risks by regularly assessing their work using the methods listed at 10.4 below where the Host Employer does not have an up-to-date WHS system, TAPS can assist the Host Employer in developing their WHS documents, however, it is the responsibility of the Host Employer to apply this system.

9. RESPONSIBILITIES OF THE HOST EMPLOYER

- 9.1** This Agreement shall cover any period of time that a TAPS Apprentice or Trainee is placed with the Host Employer, unless a subsequent formal Agreement is developed between the Host Employer and TAPS. Any such new written Agreement will automatically void this agreement.
- 9.2** Notwithstanding the above, in the event of any dispute or disagreement arising between the Host Employer and TAPS, either may give notice in writing stating the nature of the dispute and after the expiration of 7 days from the date the notice was served, the matter, unless already resolved, shall be referred to a mutually agreeable arbitrator. The decision of the arbitrator shall be final and binding.
- 9.3** It is the responsibility of the Host Employer to comply with The Privacy Act 1988 (Privacy Act) the Australian Law which regulates the handling of personal information about individuals. This includes the collection, use, storage and disclosure of personal information, and access to and correction of that information.
- 9.4** The Host Employer, as does TAPS, has mandatory obligations under the WHS Act 2012 (SA). The act requires the Host Employer to:
- Develop and provide a Safe Work Method Statement (SWMS) for High Risk Work;
 - Review/discuss the SWMS with the Apprentice/s;
 - Conduct Site Risk Assessments.

10. TRAINING CONTRACT

- 10.1** All TAPS Apprentices or Trainees are employed under a Training Contract in compliance with the Training & Skills Development Act 2008. The Apprentice or Trainee will remain an employee of TAPS and nothing contained in this Agreement will be construed so as to constitute a transfer of employment or assignment of the Training Contract to the Host Employer.
- 10.2** TAPS Apprentices and Trainees are respondent to their current relevant Vocational Award.

11. HOST EMPLOYER

- 11.1** On-the-Job Training: the Host Employer must provide suitable “On-the-Job Training” to the Apprentice or Trainee in accordance with the relevant Industry competency standards. The Host Employer is requested to notify TAPS of areas of training which their company cannot provide. The Host Employer shall provide supervision for the Apprentice or Trainee in accordance with the guidelines as set by the Training and Skills Commission, as briefly outlined in this section, i.e. 12.3 to 12.6. For further clarification refer to the “Apprentice and Trainee Supervision Information” document Annexure A to this Agreement.
- 11.2** **Access to Resources:** the Host Employer must ensure that the Apprentice or Trainee has access to a suitable range of equipment, tools, materials, personnel and other resources to achieve some or all of the required competencies to the required standard.
- 11.3** **Supervisor/s:** one or more persons, suitably qualified, must be assigned to supervise, train, and guide the Apprentice or Trainee. This person/s must be qualified for the task, hold relevant occupational licences and be accessible to the Apprentice or Trainee when they are On-the-Job.
- 11.4** **Apprentice (1st – 2nd):** In the first and second year/stage of their Apprenticeship will be under direct supervision, with a supervision ratio of one supervisor to one Apprentice.
- 11.5** **Apprentice (3rd – 4th):** In the third and fourth year/stage of their Apprenticeship will be under an appropriate level of supervision, with a maximum supervision ratio of one supervisor to five Apprentices.
- 11.6** **Trainee:** will be under a supervision ratio that is no greater than one supervisor to five Trainees.
- 11.7** **Off-the-Job Training:** the Host Employer shall release the Apprentice or Trainee to attend compulsory Off-the-Job Training at an accredited registered training provider as and when required. Host Employers cannot alter an Apprentices or Trainees training schedule without prior approval from TAPS.
- 11.8** The Host Employer must not provide any Apprentice or Trainee it hosts with work which is unsuitable or unsafe.
- 11.9** Must not on lease any Apprentice or Trainee to a third party.
- 11.10** **Duty of Care:** Duty of Care is the responsibility or the legal obligation of a person or organisation to avoid acts or omissions (which can be reasonably foreseen) to be likely to cause harm to others, such as Apprentices / Trainees, customers, contractors or the public.

Note, young Apprentices/ Trainees without comprehensive training, support and setting of boundaries may lack the skills and information to be able to behave in expected ways for themselves or your organisation.

Apprentices / Trainees under the age of 18 years, are owed a higher duty of care due to their vulnerability and inexperience. The Training and Skills Commission, has directed TAPS that it will regard as relevant, criminal convictions for child related offences, including sex offences, recorded against a person or an associate of the person, where there is a reasonable risk that the person will train Apprentices / Trainees under the age of 18 years.

12. REPORTS AND ASSESSMENTS

- 12.1** As part of this Agreement, a Host Employer may receive a visit from the TAPS authorised Work Health and Safety Manager who can assist in the implementation or updating of their WHS system (if required). Validation and evidence of a WHS system will be required at/or prior to signing this Agreement. If an inadequate system is in place, an agreed timeframe will be made to implement or upgrade the Host Employers current WHS system. The Host Employer may be asked to cooperate and participate in a WHS audit to assist the Host in improving their WHS systems and compliance.
- 12.2** The Host Employer will provide assistance that TAPS may reasonably expect in relation to the compilation of periodic reports and workplace assessments on the Apprentice or Trainees performance and skills acquisition. The Host Employer is also requested to complete and return to TAPS a six monthly Host Employer survey.
- 12.3** The Host Employer must allow representatives of TAPS to interview any Apprentices or Trainees that it hosts at the premises of the Host Employer or any other place elected by TAPS from time to time.
- 12.4** The Host Employer must cooperate with representatives of the relevant Commonwealth and/or State Government agencies responsible for administering Apprenticeships and Traineeships, should the need arise.
- 12.5** The Host Employer must provide supervision to any Apprentice or Trainee that it hosts either by constant or general instruction in accordance with the guidelines as set by the Training and Skills Commission, (for further clarity refer to the "Apprentice and Trainee Supervision Information" document Annexure A to this Agreement) to allow those Apprentices or Trainees to be trained in a safe and healthy work place free from bullying.

13. HOST EMPLOYER ADMINISTRATION

- 13.1 Payment of Wages, Overtime and Allowances:** the Host Employer is to ensure correct information of hours worked, travelling allowance, overtime and any other allowances due are recorded on the Apprentice or Trainees weekly timesheet. The Host Employer acknowledges liability for invoices prepared on the basis of time sheets submitted to TAPS by any Apprentice or Trainee that it hosts.
- 13.2 Sick Leave:** All Apprentices and Trainees are to be paid sick leave as per their entitlement under the relevant Award. All sick day(s) must be recorded on the Apprentice or Trainees timesheet. TAPS will pay all sick leave entitlements upon receipt of a medical certificate. *(It is important to note that there is no On-Cost charge for the sick leave by the Host Employer as the Apprentice or Trainee is not on the job).*
- 13.3 Public Holidays:** All Apprentices and Trainees are to be paid public holiday leave as per their entitlement under the relevant Award. All public holiday(s) must be recorded on the Apprentice or Trainees timesheet. TAPS will pay all public holiday entitlements. *(It is important to note that there is no On-Cost charge for the public holidays by the Host Employer as the Apprentice or Trainee is not on the job).*
- 13.4 Annual Leave:** When eligible, the Apprentice or Trainee can apply for annual leave. The application must be placed with the Host Employer at least 4 weeks prior to the leave on the appropriate TAPS Form, and a copy immediately forwarded to TAPS. Should the Host Employer close their business for annual leave, they are requested to notify TAPS as early as possible in order to relocate the Apprentice or Trainee if necessary.
- 13.5 Termination of Placement:** The Host Employer may terminate the placement of the Apprentice or Trainee at any time by giving TAPS a minimum of one week's notice.
- 13.6 Payment of On-Costs:** TAPS will bill the Host Employer for wages and On-Costs by sending a tax invoice detailing the chargeable hours and the total amount due including GST. The Host Employer is required to pay the invoice in full to TAPS within 14 days of the issue of the invoice unless settled through the direct debit arrangement as outlined in TAPS direct debit service agreement. Should the Host Employer fail to meet these terms due to financial difficulties, then alternative payment arrangements may be negotiated. Where overdue accounts remain unpaid, **TAPS at its absolute**

discretion, may withdraw the Apprentice or Trainee and take legal action to recover the full amount owing and charge interest on the outstanding amount at current bank overdraft rates.

13.7 Recover of Costs: The Host Employer will be liable for all commissions, legal costs or any other expenses incurred by TAPS to its collection agents and/or lawyers in relation to the collection of any outstanding amount owed to TAPS that has not been paid.

13.8 Additional Costs: TAPS will charge the Host Employer for any additional On-Costs due in respect to overtime, WorkCover and any additional allowances associated with the Apprentice or Trainee.

14. INSURANCE

14.1 Workers Compensation: the Host Employer must advise TAPS immediately of any accident, injury or claim by the Apprentice or Trainee involving Workers Compensation, regardless of whether or not any time has been lost. With reference to the Return To Work Act 2014, the Host Employer shall assist TAPS to rehabilitate an injured Worker and return them to the work place as soon as is practicable. This may involve providing the Apprentice or Trainee with suitable work with the Host Employer such as light or modified duties, until the Apprentice or Trainee is able to return to full duties.

14.2 Public Liability: The Host Employer must maintain Public Liability insurance for a minimum of ten million dollars (\$10m) so as to indemnify **against** any loss, damage or injury to any third party (including TAPS) caused by the Apprentice or Trainee in the course of carrying out their duties whilst placed with the Host Employer. **A copy of the current Certificate of Insurance must be provided to TAPS for its records.**

14.3 Business Insurance: The Host Employer must maintain insurance's covering their business and day to day operations. **TAPS will not be held responsible for any claims** (damage, loss, theft, omission etc,) which may occur whilst a TAPS Apprentice or Trainee is placed with the Host Employer. **Any insurance claim incurred as a result of actions by a TAPS Apprentice or Trainee whilst placed with the Host Employer is the responsibility of the Host Employer.**

15. HOST EMPLOYER WORK HEALTH AND SAFETY

15.1 Consultation is a legal requirement to ensure that everyone associated with the Apprentices or Trainees work, supervision and training has a shared understanding of:

- The Work Health and Safety risks;
- Who is/will be affected;
- How the risks will be controlled (eg. Safe Work Method Statements);
- The discharging of individual and shared duties to manage Health and Safety.

15.2 The Host Employer must conduct and provide evidence of a formal induction process, including a Work Health and Safety element, when the Apprentice or Trainee commences work with the Host Employer. A copy of this evidence must be provided to TAPS. Note a copy must be retained by the Host Employer.

15.3 In accordance with the Work Health and Safety Act 2012 (SA) as amended, and the Work Health and Safety Regulations 2012 (SA) the Host Employer must:

- a) Provide and maintain workplaces, plant and systems of work such that, so far as is reasonably practicable, TAPS Apprentices and Trainees are not exposed to hazards;
- b) Provide such instruction, information, training and supervision of TAPS Apprentices or Trainees as is necessary to enable them to perform their work in such a manner so that they are not exposed to hazards and do not create workplace hazards for others;
- c) Ensure there is a procedure for reporting hazards;
- d) Eliminate or if not possible minimise risk to an acceptable level;

- e) Before an Apprentice or Trainee commences any “High Risk” Construction Work:
- A copy of the relevant SWMS/s must be provided to TAPS;
 - Discuss/review SWMS with the Apprentice/s each day and complete a daily Site Risk Assessment.
- f) Make arrangements for ensuring, so far as is practicable, that:
1. The use, cleaning, maintenance, transportation and disposal of plant;
 2. The use, handling, processing, storage, transportation and disposal of substances; at the workplace is carried out in a manner such that TAPS Apprentices or Trainees are not exposed to hazards, and do not create workplace hazards for others;
- g) Provide each Apprentice or Trainee with any special items of protective clothing not provided for by TAPS that are required for personal protection in a particular situation. All items of personal protective clothing and equipment must meet the relevant Australian Standards, be in sound working order and be of correct fit to the individual required to use it.
- h) Advise TAPS within 24 hours of all incidents and near misses.
- i) In determining the On-the-Job Training and supervision required to be provided, regard must be given for the level of risk, competency to be achieved by the Apprentice or Trainee and their capacity to undertake the class of work required by the Host Employer.

15.4A Host Employer can be liable for contraventions of the Work Health and Safety Act and Regulations 2012, which may result in criminal penalties including significant fines. Note the enforcement of Legislation is the responsibility of SafeWork SA and not TAPS. Please contact your Field Consultant or TAPS WHS Manager if such a situation arises, as TAPS is willing to provide any assistance it can in such matters.

16. EMPLOYEE ASSISTANCE PROGRAM

TAPS maintains an Employee Assistance Program, which is a work-based program designed to enhance the emotional, mental and general psychological wellbeing of all Workers. The aim is to provide proactive and preventative interventions of work and or personal problems that may adversely affect performance and wellbeing.

17. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

TAPS is committed to the aims and objectives of the State and Federal Legislation applying to Equal Opportunity and Affirmative Action. This Legislation prohibits discrimination on various grounds against people seeking employment, and of course those already employed. Any purposeful infringement(s) or non-compliance of this legislation may lead to the termination of this Hosting Agreement and the immediate withdrawal of the Apprentice or Trainee.

EXECUTED BY THE PARTIES AS AN AGREEMENT

SIGNED on behalf and with the authority of Trainee & Apprentice Placement Service Inc by its authorised representative in the presence of:

In the presence of this Witness:

Signature of Authorised Person

Signature of Witness

Name of Authorised Person

Name of Witness

Date

Date

Address

Address of Witness

I declare on behalf and with the authority of the Host Employer as its authorised representative that I am fit and proper person to Host (in employment) TAPS Apprentices / Trainees and that I have no recent relevant criminal convictions in relation to issues outlined under the duty of care. I will notify TAPS if there is any change that effects this declaration.

In the presence of this Witness:

Signature of Authorised Person

Signature of Witness

Name of Authorised Person

Name of Witness

Date

Date

Address

Address of Witness

ANNEXURE A - APPRENTICE AND TRAINEE SUPERVISION

In South Australia, the Training and Skills Commission (TaSC) administers the State's Traineeship and Apprenticeship system through the *Training and Skills Development Act 2008 (July 2021 version)* - referred to here as the Act. Within this Act, supervision is a key requirement and both TAPS and the Host Employer must comply with it, in particular, the supervision ratios. At the workplace, the Host Employer is responsible for the direct and indirect supervision of apprentices and trainees and must comply with the requirements as outlined.

The *South Australian Work Health and Safety Act and Regulations of 2012*, also prescribe the responsibilities of PCBUs (Host Employers) for providing information, instruction, training and supervision as is reasonably necessary to ensure the health and safety of employees (Apprentice or Trainees). This responsibility does not remove nor limit TAPS or the Host Employer's duty under this WHS legislation.

Note, *Training and Skills Development Act 2008 (July 2021 version)* overrides any ratio provisions that may be covered by State and Modern Awards, and other Industrial Agreements.

A **supervisor** is a person who is either qualified in the trade or declared vocation or has an appropriate level of Industry experience relevant to the Apprenticeship or Traineeship, and is competent in the relevant trade or declared vocation. A supervisor in a licensed trade is required to hold the relevant licence/s. A supervisor must not be an Apprentice or Trainee.

Supervision - Level Ratings and Ratios

Supervision Level Rating	Maximum Supervision Ratio
High	1:3 A single supervisor may not supervise any more than 3 apprentices or trainees at any one time.
Medium	1:6 A single supervisor may not supervise any more than 6 apprentices or trainees at any one time.
Low	1:10 A single supervisor may not supervise any more than 10 apprentices or trainees at any one time.

Maximum Supervisor Ratios by Year of Apprenticeship/Traineeship

Year of Apprenticeship	Maximum Supervision Ratio
1-2	1:1 - Direct
3-4	1:5 - Indirect
Traineeship (any year)	1:5 - Indirect

Direct	The default type of supervision, which employers must provide until such time as they can demonstrate that they have assessed that apprentice or trainee as being able to work under indirect supervision for limited periods.
Indirect	An employer may provide indirect supervision for an apprentice or trainee performing a task if: <ul style="list-style-type: none"> it is reasonable in the circumstances and having regard to any health and safety risks, that they undertake the task independently before the task is undertaken, the employer can demonstrate that a supervisor has assessed them as having the required skills, technical knowledge and experience to safely, correctly, effectively and autonomously perform the task without risk to their safety or the safety of others.
Remote	Remote supervision, where a supervisor is not present at the site where the apprentice or trainee works. Remote supervision cannot occur without the written approval of the Commission

Direct Supervision

Direct supervision means under the personal supervision of the supervisor, and within visual contact and/or earshot on a constant basis. Direct supervision can-not be provided by electronic means telephones, radios and webcams.

In-Direct Supervision

An employer may provide indirect supervision for an apprentice or trainee performing a task if:

- it is reasonable in the circumstances and having regard to any health and safety risks, that they undertake the task independently
- before the task is undertaken, a supervisor has assessed the apprentice or trainee as having the required skills, technical knowledge and experience to safely, correctly, effectively and autonomously perform the task without risk to their safety or the safety of others.

Before permitting indirect supervision, you must be able to demonstrate that you have made an assessment of the apprentice or trainee and the task. You must keep records of the assessment.

Remote Supervision

Remote supervision, where a supervisor is not present at the site where the apprentice or trainee works, is prohibited without the written approval of the South Australian Skills Commission.

Levels of supervision

Apprentices and trainees need varying levels of supervision as they acquire skills and gain confidence. The level of supervision can be reviewed and if necessary, revised at regular intervals. Supervision falls into three categories: direct, indirect and remote.

The appropriate level of supervision of an apprentice/trainee shall be determined by the following factors:

- any accepted supervision standards;
- the level of competence and experience of the apprentice/trainee in a particular task/skill; and
- the risk associated with the worksite and the type of work in which the apprentice/trainee is engaged.

Apprentices - First or Second Year

In addition to the above, apprentices in their first and second year of an Apprenticeship are required to be under direct supervision with a supervision ratio of one supervisor to one apprentice.

Combinations

The maximum number of Apprentices and Trainees in a High Level Rating that one supervisor may supervise is five. If a supervisor is responsible for providing direct supervision to a first or second year Apprentice, the same supervisor may provide general supervision to 2 other third or fourth year apprentices.

Where the Commission and the Award or Agreement have both specified a minimum ratio, the ratio specified by the Commission applies.

Host Employers wishing to exceed the specified ratio must apply in writing through TAPS to the Commission stating their reasons for requesting approval to exceed the ratio.

Other Responsibilities of Supervisors

1. In addition to the Host Employer's general duty of care for WHS, the supervisor must exercise a personal duty of care for WHS, and ensure:
 - the Apprentice/Trainee receives a thorough workplace and WHS and injury management induction;
 - a safe and healthy workplace.
2. Release the Apprentice/Trainee to attend Off-the-Job training delivered by the chosen Registered Training Organisation;
3. Assist the Apprentice/Trainee to resolve any concerns, difficulties or disputes arising from the Apprenticeship or Traineeship, or the workplace.

ANNEXURE B - DIRECT DEBIT REQUEST SERVICE AGREEMENT (DDSA)

Debit User's name and address: *Trainee & Apprentice Placement Service Inc*
Of 708 Port Road, Beverley SA 5009

UserID: Debit No: 200222

This is your Direct Debit Service Agreement with Trainee & Apprentice Placement Service Inc.

It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider. Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request (DDR) and should be read in conjunction with your DDR authorisation.

DEFINITIONS

account means the account held at your *financial institution* from which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between *you* and *us*.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by *you* to *us* is due.

debit payment means a particular transaction where a debit is made.

Direct Debit Request means the written, verbal or online request between *us* and *you* to debit funds from your account.

us or **we** means *Trainee & Apprentice Placement Service Inc*. (Debit User ID 200222) *you* have authorised by requesting a *Direct Debit Request*.

you means the customer who has authorised the *Direct Debit Request*.

your financial institution means the financial institution at which you hold the *account* is maintained you have authorised us to debit.

Debiting your account

1. By submitting a *Direct Debit Request*, *you* have authorised *us* to arrange for funds to be debited from *your account*. The *Direct Debit Request* and this *agreement* set out the terms of the arrangement between *us* and *you*.
2. We will only arrange for funds to be debited from *your account* as authorised in the *Direct Debit Request*.
3. If the debit day falls on a day that is not a *banking day*, we may direct your financial institution to debit your account on the *following banking day or one day prior to banking day*. If you are unsure about which day your *account* has or will be debited *you* should ask *your financial institution*.

Amendments by us

We may vary any details of this *agreement* or a *Direct Debit Request* at any time by giving *you* at least fourteen (14) days written notice sent to the preferred email *you* have given us in the *Direct Debit Request*.

How to cancel or change direct debits

You can:

- (a) cancel or suspend the Direct Debit Request; or
- (b) change, stop or defer an individual debit payment at any time by giving at least **10 days'** notice.

To do so, contact us via email accounts@tapssa.com.au

or

by telephoning us on **08 8433 1200** during 8:30-16:30 from Monday to Friday

You can also contact your own financial institution, which must act promptly on your instructions.

Your obligations

1. It is *your* responsibility to ensure that there are sufficient clear funds available in *your* account to allow a *debit payment* to be made in accordance with the *Direct Debit Request*.
2. If there are insufficient clear funds in your account to meet a *debit payment*:
 - (a) *you* may be charged a fee and/or interest by *your financial institution*;
 - (b) *we* may charge you reasonable costs incurred by us on account of there being insufficient funds; and
 - (c) *you* must arrange for the *debit payment* to be made by another method or arrange for sufficient clear funds to be in *your account* by an agreed time so that we can process the *debit payment*.
3. *You* should check *your account* statement to verify that the amounts debited from *your account* are correct.

Dispute

1. If you believe that there has been an error in debiting *your account*, you should notify us directly on accounts@tapssa.com.au and phone **08 8433 1200**. Alternatively, you can contact your financial institution for assistance.
2. If we conclude as a result of our investigations that *your account* has been incorrectly debited we will respond to *your* query by arranging within a reasonable period for *your financial institution* to adjust *your account* (including interest and charges) accordingly. We will also notify you in writing of the amount by which *your account* has been adjusted.
3. If we conclude as a result of our investigations that *your account* has not been incorrectly debited we will respond to *your* query by providing *you* with reasons and any evidence for this finding in writing.

Accounts

You should check:

- (a) with *your financial institution* whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- (b) *your* account details which *you* have provided to *us* are correct by checking them against a recent *account* statement; and
- (c) with your *financial institution* before completing the *Direct Debit Request* if you have any queries about how to complete the *Direct Debit Request*.

Confidentiality

1. We will keep any information (including *your account* details) in *your Direct Debit Request* confidential. We will make reasonable efforts to keep any such information that *we* have about *you* secure and to ensure that any of *our* employees or agents who have access to information about *you* do not make any unauthorised use, modification, reproduction or disclosure of that information.
2. We will only disclose information that *we* have about you:
 - (a) to the extent specifically required by law; or
 - (b) for the purposes of this *agreement* (including disclosing information in connection with any query or claim).

Contacting each other

1. If *you* wish to notify us in writing about anything relating to this agreement, you should write to
Trainee & Apprentice Placement Service Inc. & accounts@tapssa.com.au
2. We will notify you by sending a notice to the preferred address or email *you* have given us in the *Direct Debit Request*. Any notice will be deemed to have been received on the second *banking day* after sending.

ANNEXURE C - DIRECT DEBIT REQUEST (DDR)

By signing this document, "you":

Company Business Name: _____

Company ABN: _____

request and authorise Trainee & Apprentice Placement Service Inc. (Debit User ID 200222) to arrange a debit to your nominated account to pay for the cost of labour that Trainee & Apprentice Placement Service Inc. provides with the total amount specified on the weekly invoices we have sent you, for payment on 10 days.

This debit or charge will be arranged by Trainee & Apprentice Placement Service Inc.'s financial institution and made through the Bulk Electronic Clearing System Framework (BECS) from your nominated account and will be subject to the terms and conditions of the Direct Debit Request Service Agreement (DDRSA).

Your account to be debited:

Name/s on account: _____

Financial institution name: _____

BSB number (Must be 6 Digits): _____ - _____

Account number: _____

Signature of duly authorized officer	Your contact details	Second account signatory (if required)
Position held		
Name		
Address		
Email	<i>(Notice will be sent to this email address)</i>	
Phone		

ANNEXURE D - PRIVACY AGREEMENT

Dear Host Employer

Trainee & Apprentice Placement Service Inc. (TAPS) is from time to time, audited by various Government Departments who provide TAPS with public funding. Part of the process for receiving public funding is a regular audit on TAPS accounting and management procedures. As part of any audit, TAPS must disclose information to a third party (e.g. auditor), on its financial employment and training records.

Before TAPS can provide any information to a third party auditor, we advise all Apprentices/Trainees and host employers to be aware of this standard process. All information is treated in the strictest confidence between TAPS and the third party auditor.

To ensure due process, TAPS must have authorisation from its Apprentices/Trainees and Host Employers. Below is a formal authorisation statement (which you need to sign and date) which allows TAPS to release information as requested by a third party auditor if and when required.

Thank you for your assistance.

Luke Walsh
Chief Executive Officer

Authorisation for Release of Information

I understand that personnel information including employment and training records, which are held by TAPS, may be accessed by authorised third parties when required. Any information given to external third parties is kept strictly confidential.

I.....
(Name)

authorise TAPS to release information to an authorised third party auditor.

.....

Signature

.....

Date