



# APPRENTICE/TRAINEE DEPARTURE POLICY



## PURPOSE

This procedure outlines the correct process for calculating and administering pay to Apprentices/Trainees upon termination of employment at Apprenticeships Are Us Ltd (ARU) or at Host Business. It ensures compliance with the National Employment Standards (NES), Fair Work Act 2009 (Cth), relevant state/territory apprenticeship legislation, and the National Standards for Group Training Organisations (2017).

This procedure also aims to ensure:

- procedural fairness for all Apprentices/Trainees;
- compliance with obligations under the Fair Work Act 2009 (Cth), state apprenticeship legislation, and ARU's employment standards;
- consistent, timely, and lawful handling of employment terminations;
- transparent entitlements processing;
- minimisation of psychosocial risk under the WHS Act 2011 (NSW);
- accurate recordkeeping and defensible decision-making;
- protection of ARU's legal, financial, and contractual obligations as a Group Training Organisation.

## SCOPE

This procedure applies to all ARU-employed Apprentices/Trainees whose employment and training contract is being terminated across all states and territories where ARU operates.

## DEFINITIONS

### **“Notice in Lieu of Termination Pay”**

The compensation provided to Apprentice/Trainee who are involuntarily dismissed from ARU due to reasons such as:

- a) Misconduct
- b) Unlawful Acts
- c) Poor Performance
- d) Lack of Interest

*In cases of serious misconduct or unlawful acts, as defined under Fair Work Regulation 1.07, ARU may terminate the employment of an Apprentice/Trainee without notice. In such cases, NES notice provisions and payment in lieu of notice do not apply.*

### **“Termination Pay”**

Final payment of unused leave entitlements to be paid to the Apprentice/Trainee at termination.

## **“Host Placement Cessation Compensation”**

When the Host Business no longer requires the services of our Apprentice/Trainee within their individual business.

## **“NES”**

Minimum standards under *the Fair Work Act 2009 (Cth)* govern notice periods and employee entitlements.

## **“Workforce One”**

ARU’s internal HR platform manages workflow requests, including terminations and pay approvals.

## **“GTO Standards”**

National Standards for Group Training Organisations (2017) set by the Australian Government to ensure quality and compliance in group training delivery.

## **“Apprenticeship Act”**

The legislative framework governs training contracts' administration and cancellation in each state or territory.

## **“Procedural Fairness”**

The requirement to provide the Apprentice/Trainee with:

- written notice of concerns;
- an opportunity to respond;
- consideration of their response before a decision is made;
- access to a support person during meetings.

## **“Redeployment”**

The process of attempting to source a new Host placement before termination, consistent with GTO obligations.

## **“Serious Misconduct”**

Defined under Fair Work Regulation 1.07 and includes theft, assault, fraud, refusal to carry out lawful instructions, or conduct posing imminent risk to health, safety, or reputation.

## **“Psychosocial Hazard”**

A hazard arising from mental, emotional, or social factors that may cause harm (e.g., bullying, harassment, isolation, job insecurity).

# **LEGISLATIVE & GOVERNANCE FRAMEWORK**

## **Commonwealth Legislation**

- Fair Work Act 2009 (Cth)
- Fair Work Regulations 2009
- National Employment Standards (NES)
- Privacy Act 1988 (Cth)
- Cybersecurity Standards Act 2023 (Cth)

## **State/Territory Apprenticeship Legislation**

Note: see table below.

## GTO Standards (2017)

Relevant standards include:

- **Standard 1** – Employment obligations
- **Standard 2** – Supervision & pastoral care
- **Standard 3** – Managing risks
- **Standard 4** – Monitoring & reporting

## Other Governance Requirements

- ACNC Governance Standards
- Modern Awards (Vehicle Repair, Services and Retail Award; others where applicable)
- Apprenticeships Are Us Ltd Employment Contract
- Apprenticeships Are Us Ltd Constitution

ARU must act in the best interests of the Apprentice/Trainee and ensure lawful, fair and procedurally sound departure processes.

## APPRENTICESHIP AND TRAINEESHIP ACTS (BY STATE)

State	Relevant Act
New South Wales	<a href="#"><u>Apprenticeship and Traineeship Act 2001 (NSW)</u></a>
Victoria	<a href="#"><u>Education and Training Reform Act 2006 (VIC)</u></a>
Queensland	<a href="#"><u>Further Education and Training Act 2014 (QLD)</u></a>
South Australia	<a href="#"><u>Skills Act 2008 (SA)</u></a>
Western Australia	<a href="#"><u>Apprenticeship Policy and the Vocational Education and Training Act 1996 (WA)</u></a>
Tasmania	<a href="#"><u>Training and Workforce Development Act 2013 (TAS)</u></a>
Northern Territory	<a href="#"><u>Northern Territory Training and Skills Development Act 2016 (NT)</u></a>
Australian Capital Territory	<a href="#"><u>Training and Tertiary Education Act 2003 (ACT)</u></a>

## PROCEDURE

### 1. Host Placement Cessation

1.1. Apprentice/Trainee termination from Host Business only, while suitable placement with another Host Business will be secured.

1.1.1. The Host Business may end the placement of any Apprentice/Trainee by giving not less than 14 days' notice in writing or any shorter period, by mutual consent. While a Host Business may end a placement arrangement, only ARU, as the legal employer, can terminate the employment contract. Any placement cessation will trigger ARU's redeployment process to secure a suitable alternative Host placement where possible.

## REDEPLOYMENT & SUPPORT OBLIGATIONS

Before considering termination of employment, ARU must:

- assess whether a new Host placement can be secured;
- prioritise redeployment opportunities based on skill needs, location, and apprentice experience;
- provide pastoral care and support during transition;
- document attempts to redeploy in Workforce One;
- ensure that any Host Business feedback is fairly assessed and not taken at face value without verification;
- ensure no apprentice is terminated solely due to Host Business operational changes unless redeployment options are exhausted.

This section ensures compliance with GTO Standards 1.1, 1.2, 2.6 and 3.

### Apprentice/Trainee Departure Process



1.1.2. If the Host Business terminates the placement of the Apprentice/Trainee without the required 14 days' notice, ARU will invoice the Host Business payment in lieu of notice (**Host Placement Cessation Compensation**) in line with National Employment Standards.

1.1.3. The Apprentice Employment Manager must submit a **Host Placement Cessation Compensation Request** and **Employee Status Change Form** (*Transfer or Suspension section applies*) via Workforce One.

## Host Placement Cessation Compensation Request

<b>EMPLOYEE DETAILS</b> Date: <input type="text"/>  Employee Name: <input type="text" value="Select"/>	Field Officer: <input type="text"/>
<b>EMPLOYMENT DETAILS</b> Host Business: <input type="text" value="Select"/> Employment Start Date: <input type="text"/>  Last employment date at Host Business: <input type="text"/>  Notes for Loss of Employment: <input type="text"/>	
<b>HOST PLACEMENT CESSATION COMPENSATION REQUEST</b> Notice period: <input type="checkbox"/> 2 weeks pay Notes for payment: <input type="text"/> AEM Signature: <input type="text"/> <span style="border: 1px solid black; padding: 2px 10px; margin-left: 10px;">Add Signature</span> <span style="border: 1px solid black; padding: 2px 10px; margin-left: 10px;">Clear Signature</span>	

### WORK HEALTH & SAFETY (PSYCHOSOCIAL OBLIGATIONS)

Under the WHS Act 2011 (NSW) and new psychosocial risk regulations (2023), ARU must ensure that the departure or termination process:

- does not expose the Apprentice/Trainee to psychological harm;
- includes early intervention where psychosocial hazards are identified;
- ensures any termination meeting is handled with dignity and respect;
- assesses any risk of self-harm or distress and provides support referrals;
- provides crisis referral information if required.

Termination must not occur where it would breach WHS obligations relating to psychological safety.

## 2. Departure from ARU

### **MISCONDUCT, PERFORMANCE AND BEHAVIOURAL TERMINATION CRITERIA**

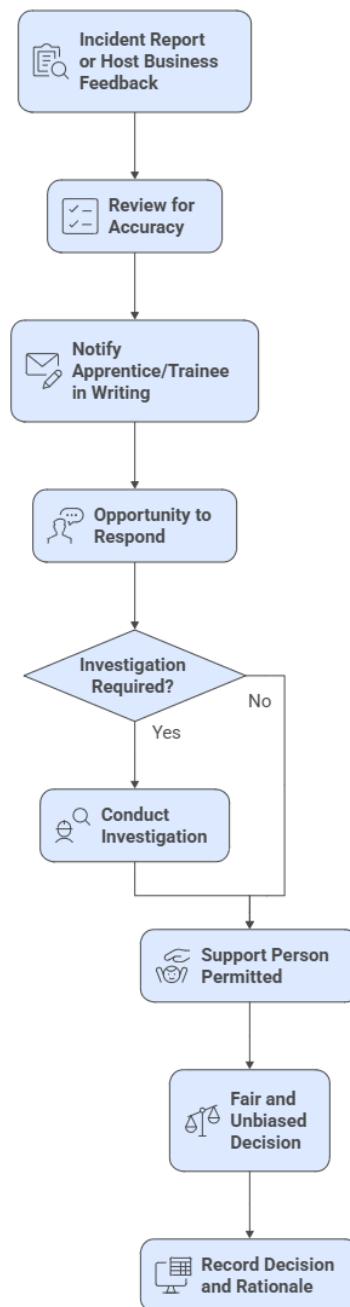
Termination for misconduct or performance must be supported by documented:

- performance concerns;
- behavioural incidents;
- Host Business feedback;
- repeated breaches of policy;
- failure to follow lawful and reasonable instructions;
- substantiated misconduct.

The following steps are mandatory:

1. Incident report or Host Business feedback is reviewed for accuracy.
2. Apprentice/Trainee is notified in writing of allegations.
3. Apprentice/Trainee is given an opportunity to respond.
4. Investigation is conducted (if required).
5. A support person is permitted at meetings.
6. A fair and unbiased decision is made.
7. The decision and rationale are recorded in Workforce One.

## Termination Process Flowchart



- 2.1. Apprentice/Trainee termination from ARU. Prior to termination for misconduct or poor performance, ARU will ensure procedural fairness, including providing the Apprentice/Trainee with written notice of the concerns, an opportunity to respond, and the option to have a support person present during meetings.
  - 2.1.1. ARU may terminate the employment of any Apprentice/Trainee by giving not less than 14 days' notice in writing or any shorter period, by mutual consent.
  - 2.1.2. If the Host Business terminates the Apprentice/Trainee without the required 14 days' notice, ARU will invoice the Host Business payment in lieu of notice (**Notice in Lieu of Termination Pay**) in line with National Employment Standards (NES).

The NES Minimum Notice Periods for apprentices/trainees  
(unless superseded by a Modern Award or Enterprise Agreement)

Period of continuous service	Minimum notice period
1 year or less	1 week
More than 1 year – 3 years	2 weeks
More than 3 years – 5 years	3 weeks

*Add 1 week if over 45 years old with 2+ years' service.*

**2.1.3.** The Apprentice Employment Manager must submit a **Notice in Lieu of Termination Pay Request** and **Employee Status Change Form** (*Termination section applies*) via Workforce One.

**APPRENTICESHIPS ARE US**   
AUTOMOTIVE APPRENTICESHIP SPECIALIST

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**Notice in Lieu of Termination Pay Request**

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**EMPLOYEE DETAILS**

Date:   Field Officer:

Employee Name:

**EMPLOYMENT DETAILS**

Host Business:

Employment Start Date:  

Last employment date at Host Business:  

Notes for Loss of Employment:

**NOTICE IN LIEU OF TERMINATION PAY REQUEST**

Period of Continuous service/Minimum notice period:

Notes for payment:

AEM Signature:

2.1.4. The final termination pay for the Apprentice/Trainee will include:

- Unpaid wages to the final day.
- Payment in lieu of notice (if not worked).
- Accrued and unused annual leave.
- Any applicable award allowances or entitlements (*Reference Vehicle Repair, Services and Retail Award or relevant Award if applicable*).

### **3. FINANCE & PAYROLL PROCESSING**

The Finance/Payroll team will verify documentation, calculate entitlements, and process pays:

- In the next scheduled payroll, or
- As an out-of-cycle payment (if required)

A copy of the final pay breakdown is to be stored in Workforce One and recorded against the Apprentice/Trainee employment file for compliance auditing.

### **AUDIT & COMPLIANCE**

ARU will conduct quarterly audits of Notice in Lieu of Termination Pay and Host Placement Cessation Compensation processing as part of its obligations under GTO Standard 4 (Monitoring and Reporting).

Records must be maintained in accordance with the GTO Standards, the Fair Work Act, and applicable state legislation.

### **RECORDKEEPING & PRIVACY COMPLIANCE**

ARU must:

- store all termination-related documents in Workforce One;
- record reasons for departure, evidence, and procedural fairness;
- retain records for a minimum of 7 years;
- comply with the Privacy Act 1988 (Cth);
- restrict access to authorised personnel only;
- ensure digital data complies with Cybersecurity Standards Act 2023.

Records may be reviewed during internal audits, external audits, or state regulatory inspections.

### **DISPUTE RESOLUTION & TERMINATION APPEALS**

Apprentices/Trainees may dispute:

- termination decisions;
- Host Business claims;

- notice periods;
- pay calculations;
- procedural fairness.

Disputes may be lodged with:

- their Apprentice Employment Manager;
- the General Manager;
- the Managing Director;
- ARU's Grievance Handling Policy;
- ARU's Whistleblower Policy (for misconduct or unfair treatment);
- relevant State Training Authority (for training contract disputes).

ARU will ensure all disputes are:

- acknowledged within 48 hours;
- handled confidentially;
- resolved impartially;
- documented in Workforce One.

## RESPONSIBILITIES

ROLE	RESPONSIBILITY
Apprentice Employment Manager	Initiate Notice in Lieu of Termination Pay or Host Placement Cessation Compensation process and submit Workforce One request and additional documents.
Payroll Officer	Calculate, verify, and process Notice in Lieu of Termination Pay or Host Placement Cessation Compensation payment.
Compliance Officer	Ensure adherence to Fair Work Act, GTO Standards, and state apprenticeship laws.

## RELATED POLICIES

- Apprenticeship Monitoring Statement
- Bullying and Harassment Policy
- Code of Conduct
- Grievance Handling Policy
- Performance Management Policy
- Procedures for Suspending an Apprentice Trainee

## AUTHORISATION

Michael Wentworth



**Managing Director**

Apprenticeships Are Us Limited

## DOCUMENT CONTROL

Version	Authorised by	Authorisation Date	Sections	Amendment
1.1	M. Wentworth	01/09/2025	All	N/A