

APPRENTICESHIP HANDBOOK



IMPRESSUM

Apprenticeship Handbook

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PREFACE

The term “handbook” has been chosen deliberately. It will guide you throughout your apprenticeship. The handbook will provide you with information as briefly and precisely as possible on the most important questions that might arise concerning VET programmes (hereinafter referred to as VET programmes).

When you sign your apprenticeship contract, you are making an important commitment. The handbook will enable you to measure its scope. In many respects, the contract is a legal document and as a consequence is not always easy to understand. We have endeavoured to explain things as simply as possible so that you find the answers you need.

You will find further information online at the following address:

www.vpet.ch

- The template used to draw up the apprenticeship contract
- Glossary of Vocational and Professional Education and Training
- Information and documents concerning the training logbook kept by the learner and the training report drafted by the apprenticeship trainer.
- Checklists providing essential information on several topics relating to apprenticeship training arrangements.



We hope that you find your apprenticeship training both interesting and crowned with success.

Bern, May 2012

Peter Knutti, Head of the Media Unit

Vocational Education and Training, SDBB-CSFO

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Branch courses	Branch courses are intended to complement apprenticeship training at the host company and classroom instruction at the vocational school. Generally speaking, they are organised by professional organisations.
Training logbook	The training logbook allows learners to keep a record of all of the main tasks performed as well as the skills and experience gained at the host company during apprenticeship training. Learners should refer to their training logbook throughout the entire duration of apprenticeship training. The apprenticeship trainer also refers to the training logbook on a regular basis to determine learner progress as well as his/her level of interest in the occupation and personal commitment.
Vocational school	Classroom instruction takes place at the vocational school. It includes teaching of vocational subjects as well as subjects falling under the category of language, communication and society (LCS) and physical education. In addition, vocational schools offer remedial and optional courses.
Host company	Apprenticeship training takes place at the host company. All host companies must first obtain VET accreditation from the cantonal authority in order to provide apprenticeship training. Once VET accreditation has been obtained, host companies may recruit and sign apprenticeship contracts with learners.
Final examination	The final examination is part of the qualification procedure to determine whether the learner has reached all learning objectives at the end of the VET programme.
Apprenticeship trainer	Apprenticeship trainers are assigned by the host company to provide learners with apprenticeship training. They may delegate a portion of apprenticeship training to other qualified professionals.
Dual-track VET programme	Dual-track VET programmes impart the knowledge and skills needed to work in a given occupation. Training content is provided in three different learning locations: the host company, the vocational school and the branch training centre.
Vocational education and training office	This cantonal authority is in charge of supervising apprenticeship training at host companies as well as classroom instruction at vocational schools. Supervisory tasks include monitoring quality, providing assistance with apprenticeship contracts and approving apprenticeship contracts.

Professional organisations (POs)	This collective term refers to both trade associations and social partners as well as other competent organisations.
Learner	A learner is someone who has completed his/her compulsory education and has enrolled in a VET programme. Learners may also be referred to as apprentices within the context of apprenticeship training.
Training plan	All VET programmes come with a VET ordinance and corresponding training plan, which presents the teaching concept for the given VET programme.
Qualification procedure	Qualification procedures afford a means of determining whether a person has the necessary skills to work in the occupation in question (as specified in the corresponding VET ordinance). The final examination is the main qualification procedure for VET programmes.
Apprenticeship training plan	Host companies are required to prepare an apprenticeship training plan. They use the training plan for the dual-track VET programme as a frame of reference. Each apprenticeship training plan is adapted to the specific characteristics of the host company. It stipulates when the learner should carry out such or such task and when he/she should acquire the requisite skills.
Individual training plan	Apprenticeship trainers prepare an individual training plan on the basis of the host company's apprenticeship training plan. The individual training plan is intended to suit the specific needs of each learner. It includes individual compensatory measures (e.g. attendance at optional courses or remedial courses).
Training report	Apprenticeship trainers are required to monitor learner progress at regular intervals. The main document used for this purpose is the training report. Once drafted, this training report is used as the basis for a structured interview between the apprenticeship trainer and the learner. The training report is mandatory and serves to complement daily exchanges.

You will find further information in the “Glossary of Vocational and Professional Education and Training”. All the major terms (228 key words) are explained in as many brief and informative texts.

ABBREVIATIONS

UI	Unemployment insurance
EFTA	European Free Trade Association
FVC	Federal VET Certificate (two-year VET programme)
DI	Disability insurance
LEC	Loss of earnings compensation
Art.	Article
OSI	Old age and survivors' insurance
CC	Civil Code Swiss Civil Code of 10 December 1907
CEA	Collective employment agreement
FVD	Federal VET Diploma (three or four-year VET programme)
BCs	Branch courses
CO	Swiss Code of Obligations Federal Act of 30 March 1911 on the Amendment of the Swiss Civil Code (Part Five: Code of Obligations)
SDBB-CSFO	Swiss Centre for Vocational Education and Training Vocational, Educational and Career Guidance
SBBK-CSFP	Swiss Conference of Vocational Education and Training Offices
CM	Case Management: one-to-one coaching (within the framework of a two-year programme for the Federal VET Certificate)
UAS	University of applied sciences
AIA	Accident Insurance Act Federal Act of 20 March 1981 on Accident Insurance
UIA	Unemployment Insurance Act Federal Act of 25 June 1982 on Compulsory Unemployment Insurance and Benefits on Insolvency
LECA	Loss of Earnings Compensation Act Federal Act of 25 September 1952 on Compensation for Loss of Earnings for Persons on Military Service or Maternity Leave

- VPETA** Vocational and Professional Education and Training Act
Federal Act of 13 December 2002 on Vocational and Professional Education and Training
- EmpA** Employment Act
Federal Act of 13 March 1964 on Employment in Business, Trade and Industry
- FVB** Federal Vocational Baccalaureate
- UIO** Unemployment Insurance Ordinance
Ordinance of 31 August 1983 on Compulsory Unemployment Insurance and Benefits on Insolvency
- OPET** Federal Office for Professional Education and Technology
- VPETO** Vocational and Professional Education and Training Ordinance
Ordinance of 19 November 2003 on Vocational and Professional Education and Training (VPETO)
- EmpO** Ordinances relating to the Employment Act
(EmpO 1, EmpO 2 and EmpO 3)
- POs** Professional organisations
- para.** Paragraph
- EU** European Union



1.1. **THREE OR FOUR-YEAR PROGRAMMES FOR THE FEDERAL VET DIPLOMA**

Three or four-year VET programmes culminate in a final examination and lead to issuance of the Federal VET Diploma. If the learner also attends a special preparatory course covering general education subjects, he/she may also take the examination for the Federal Vocational Baccalaureate.

1.2. **TWO-YEAR PROGRAMMES FOR THE FEDERAL VET CERTIFICATE**

Two-year VET programmes prepare learners for an occupational activity that is more practical in nature.

Two-year VET programmes culminate in a final examination and lead to issuance of the Federal VET Certificate. It gives access to an occupational activity that is more practical in nature. Holders of the Federal VET Certificate may choose to enrol in job-related continuing education and training and/or enrol (and possibly obtain advanced placement) in a three or four-year VET programme. The terms for this are set forth in the VET ordinance for the given occupation.

If difficulties become apparent that may compromise the success of the two-year VET programme, apprentices are given one-to-one coaching (case management). Provided by a competent person, individual coaching must be considered as a means of encouragement designed to support the development process of the learner experiencing learning difficulties. Individual coaching may be offered by a wide number of providers. Case management goes beyond the scope of a given VET programme or learning location and must be coordinated between the three learning locations. The cantons are responsible for making a decision on individual coaching measures.

Art. 18 VPETA; Art. 10, para. 4 VPETO

Informal two-year apprenticeships may still be offered during a transitional period.

Persons completing an informal two-year apprenticeship have the same rights and obligations as learners enrolled in formal two-, three- or four-year VET programmes. An informal apprenticeship is no longer possible when an ordinance for a formal two-year VET programme comes into effect.

1.3. **VET ORDINANCES**

The Federal Act on Vocational and Professional Education and Training (SR 412.10) forms the legal basis for enactment of VET ordinances for each occupation within the Swiss VET sector. The most important elements of each occupation recognised by the State Secretariat for Education, Research

The most important elements of each recognised occupation are set forth in a VET ordinance.

and Innovation (SERI) are laid down in a VET ordinance for the given occupation. Any apprenticeship and final apprenticeship examination regulations that have not yet been superseded by a VET ordinance shall remain in force during a transitional period.

Each VET ordinance indicates the precise name of the occupation and the duration of training. It also stipulates the requirements that must be met by host companies in order to provide apprenticeship training as well as the maximum number of learners that may be trained at the same time in the same host company. Each VET ordinance also makes reference to a corresponding training plan, which contains detailed information on the structure and sequencing of training content for the VET programme. Training plans are updated on a regular basis. Trade associations are also free to prepare a standard methodical handbook, which gives precise information on how apprenticeship training should take place within the host company.

The VET ordinance and corresponding training plan contain useful information on competence areas, the duration of qualification procedures, assessment criteria and weighing of grades.

The VET ordinance and training plan belong together. All the elements contained in these two documents must complement each other in a logical and coherent fashion. At the same time, both are intended to ensure that the qualification procedure (final examination) focusses only on professional competences covered during training.

Professional organisations (POs), the Confederation and the cantons generally prepare VET ordinances and training plans together. These documents are then submitted for broad consultation with the parties concerned and the competent cantonal authorities.

Art. 19 VPETA

In most VET programmes, the content and structure of apprenticeship training is laid down in a training plan. This training plan is provided by the professional organisation or may be downloaded from the internet (www.offt.admin.ch > list of occupations > training plans).

1.4.

SUPERVISION

The cantons are responsible for supervising apprenticeship training as they deem fit.

The persons in charge of supervision act as an intermediary and advisor when problems arise.

The cantons are responsible for supervising the quality of apprenticeship training within dual-track VET programmes. They advise the contracting parties, assist them in the event of problems and boost collaboration between vocational education and training partners.

Depending on their organisation, cantonal vocational education and training offices employ training counsellors, commissioners or inspectors.

The persons who are in charge of supervision advise and assist companies wishing to create a new apprenticeship position or seeking to improve the quality of apprenticeship training provided. The supervisory authority intervenes when host companies and learners are unable to reach common ground or are unable to find a solution to their problems. This may be case when the apprenticeship training given by the host company does not comply with legal provisions or when learners do not meet (or only partly meet) requirements. In particularly difficult situations, the supervisory authority may cancel approval of the apprenticeship contract or withdraw VET accreditation.

Art. 24 VPETA; Art. 11 VPETO

In most cases, a meeting with the parties allows for such problems to be resolved and for apprenticeship training to be resumed.

1.5.

FEDERAL VOCATIONAL BACCALAUREATE (FVB)

Learners who have the requisite profile may prepare for the Federal Vocational Baccalaureate

The Federal Vocational Baccalaureate is an optional general education qualification awarded to learners who attend a special preparatory course for the FVB examination either during or after completion of their VET programme. Learners may prepare for the FVB examination if they:

- a) pass the test to determine eligibility for admission to the FVB preparatory course
- b) have obtained the consent of the host company.

Attendance of the preparatory course for the FVB examination is only possible if the learner's performance is satisfactory both at the host company and at the vocational school. Attendance of the FVB preparatory course in public schools is free of charge.

Learners who decide to prepare for the Federal Vocational Baccalaureate after having obtained the Federal VET Diploma may attend the course on a full-time basis or while they work.

**Subsequent education
and training options
open to FVB holders**

Holders of the Federal Vocational Baccalaureate may enrol in a Swiss university of applied sciences (UAS) without having to pass an entrance examination, provided the desired degree programme matches the occupational field covered during vocational education and training. Holders of the FVB may also attend a preparatory course for the University Aptitude Test (UAT), which opens the way for enrolment in a cantonal university or federal institute of technology.

Art. 25, para. 1 VPETA

§

The apprenticeship contract must be drawn up in writing.

The same apprenticeship contract template is used all over Switzerland.

The apprenticeship contract is similar to an individual fixed-term employment contract. The apprenticeship contract must be drawn up in writing. At the very least, it must stipulate the duration of apprenticeship training, the apprenticeship salary, working hours and holiday leave.

The same apprenticeship contract template is used all over Switzerland. Published in four official languages, it is available online at www.ca.formationprof.ch. It may also be obtained from the cantonal vocational education and training office.

Art. 344 – 346a CO

2.1.

CONTRACTING PARTIES

The contracting parties are the learner, on the one hand, and the host company, on the other. The legal guardian's signature is required if the apprenticeship contract is to be issued to a person under the age of 18.

Art. 296 CC

2.2.

DURATION OF APPRENTICESHIP

The duration of apprenticeship training may be shortened or extended.

The beginning of apprenticeship training must coincide, at the latest, with the beginning of classroom instruction at the vocational school. If apprenticeship training is to be carried out successively in several host companies (i.e. within the framework of a host company network), then a separate apprenticeship contract may be signed to cover the duration of each successive apprenticeship training portion. All apprenticeship contracts must be signed with the various host companies before the start of apprenticeship training.

The duration of apprenticeship training may be shortened if the learner has acquired specific preliminary occupational skills or has successfully completed a VET programme in another occupation. The contracting parties send a proposal in writing to the competent cantonal authority to reduce the duration of apprenticeship training.

The duration of apprenticeship training may be extended if it becomes apparent that the learner will not reach learning objectives during the standard period. The parties must reach an agreement and request written approval from the competent cantonal authority.

Art. 18 VPETA

2.3.

TRIAL PERIOD

The trial period lasts for between one and three months.

The trial period enables the contracting parties to ensure that their choice was the right one. The learners can verify whether their choice of occupation corresponds to their skills and expectations. The trial period also gives apprenticeship trainers the opportunity to observe how learners work.

... Where not stipulated by the parties in the contract, the trial period for apprenticeship contracts is three months.

Art. 344a, para. 3 CO

The trial period may exceptionally be extended.

The trial period may exceptionally be extended to six months. However, this measure must be accepted by the contracting parties before the end of the regulatory trial period. In addition, approval must be sought from the cantonal authority.

Art. 344a, para. 4 CO

During the trial period, the apprenticeship contract may be terminated at any time with seven days' notice.

Art. 346 CO

2.4.

WORKING HOURS

Special provisions apply to young workers.

Learners' working hours should not exceed those of other workers in the company and should not exceed nine working hours, including possible overtime. The daily working day, including breaks, should cover a period of twelve hours.

The provisions of the Employment Act (EmpA) govern night work and work on Sundays. There are special provisions for certain occupations. The competent cantonal authority with regard to employment law issues an authorisation for night work and/or work on Sundays. The authorisation is only issued if the training requires night work and/or work on Sundays.

Special provisions of employment law apply to the working hours, rest periods and work on Sundays of apprentices who are under the age of 18.

Art. 16, 18 and 31 EmpA; EmpO 1, 2 and 5

2.5.

PAY, SALARY IN KIND AND SOCIAL INSURANCE CONTRIBUTIONS

The amount of salary does not have to comply with any legal provision.

The contracting parties set the amount of the salary. They refer more often than not to the recommendations given by the professional organisations. The competent cantonal authority can also provide further information. The provisions laid down in the collective employment agreement (CEA) should also be applied to apprentices where applicable. The pay slips should be prepared in writing.

Art. 323b, para. 1 CO

Learners pay their OSI / DI / LEC / UI contributions from 1 January of the year during which they reach 18 years of age. The contributions are deducted from the monthly salary.

Room and board may constitute part of the salary.

In certain occupations (e.g. hotels/restaurants/catering and agriculture) room and board provided by the host company are considered to be salary in kind. Professional organisations can provide additional information on the usual amounts and calculation methods.

Payment of salary if learners are absent through no fault of their own.

In the event of an absence due to illness, injury or military service (through no fault of the apprentice) the salary is paid during a limited period of time. The provisions vary depending on the region. A medical certificate may be requested from the first day of absence.

Art. 324a and 324b CO

2.6.

HOLIDAY LEAVE, TIME OFF FROM WORK AND YOUTH LEAVE

Learners and young workers under the age of 20 are entitled to a minimum of 5 weeks' paid holiday leave per annum.

Learners and young workers under the age of 20 are entitled to a minimum of 5 weeks' paid holiday leave per annum. Holiday leave is to be used to rest. At least two weeks must be taken consecutively. Holiday leave cannot be replaced by cash payments.

Art. 345a, para. 3 CO

The host company may set the holiday period. It must take into account the learner's wishes.

The holiday leave must be taken outside of school periods. Apprentices who take holiday leave during school periods must attend vocational school. The days spent at the vocational school during holidays are not considered to be holidays.

The length of the holiday period may be reduced in certain circumstances.

If learners are unable to complete their work through no fault of their own (for example due to injury, illness or military service), the length of the holiday leave may be reduced by a twelfth if the occurrence in question lasts for two whole months, by two-twelfths if the occurrence in question last for three months and so on.

If learners are unable to complete their work due to their fault, the holiday leave may be reduced by a twelfth if the occurrence in question lasts for one whole month, by two-twelfths if it lasts for two whole months, etc.

Art. 329b CO

Learners are entitled to the usual time off from work (in hours and/or days) in certain exceptional circumstances: in the event of marriage, death, moving house, visit to the doctor or appointment with an administration. The length of the paid absence depends on the customs in the region, company or branch; it may be laid down in the collective labour agreement.

Youth activities entitle apprentices to an additional leave.

Learners are entitled, outside of the VET programme, to an additional leave of one week to carry out youth activities voluntarily for a cultural or social organisation, to carry out management, supervision or advisory activities or to attend a relevant training course. The request for youth leave must be submitted to the apprenticeship trainer two months in advance. Learners are not entitled to receive their salary during youth leave. The contracting parties may agree on a salary or ask for the allowances for loss of earnings (LEC).

Art. 329e CO

2.7.

PUBLIC HOLIDAYS

Each canton may declare up to eight additional holidays as equivalent to a Sunday per annum.

If learners exceptionally work during a public holiday, they are entitled to time off in lieu. On the other hand, public holidays which coincide with the usual closure of the company cannot give rise to time off in lieu. If a public holiday coincides with the learner's holiday leave, the said day may be recovered.

Art. 20a EmpA

- 2.8. PURCHASES OF WORK-RELATED TOOLS AND EQUIPMENT**
- The apprenticeship contract may contain clauses concerning other services, e.g. the provision of tools and work clothes.
- Art. 344a, para. 5 CO**
- 2.9. MEDICAL EXAMINATION**
- In certain occupations, a medical examination is required and, where applicable, a medical certificate is requested to confirm the learner's capacity for the chosen occupation. The competent cantonal authority or professional organisation can provide further information on this subject.
- 2.10. ILLNESS AND INJURY**
- The host company is responsible for paying insurance to cover the risk of occupational accidents.**
- The host company insures the learner and pays insurance premiums to cover the risk of occupational accidents. The payment of insurance premiums to cover non-occupational accidents is set forth in the apprenticeship contract.
- Art. 1a AIA**
- The parties may agree on payment of insurance for a daily allowance in the event of loss of earnings. The host company must pay at least 50% of the premiums. If no insurance contract is agreed, learners shall receive their salary during a variable period of time in accordance with the Basel, Bern or Zurich scales.
- 2.11. PREGNANCY AND MATERNITY INSURANCE SCHEME**
- Special provisions applying to pregnancies.**
- In the event of a pregnancy, the host company shall pay the salary in the same manner as if the learner were on sick leave. Mothers cannot work during the eight weeks after the birth of their child and after only with their consent up to the 16th week after the birth. The Employment Act (EmpA) contains special provisions to protect pregnant women, women who have just given birth and mothers who breastfeed their child.
- Art. 324a CO; Art. 35 / 35b EmpA; Art. 60 and 65 EmpO**
- During her pregnancy, a learner may, be excused from having to go to work or may leave work if she is in pain by a simple notification.
- Art. 35a EmpA**

In the case of a pregnancy and childbirth, holiday leave can only be reduced by a twelfth if the inability to work has lasted for three whole months.

Art. 329b, para. 1 CO

Mothers are insured.

Entitlement to maternity insurance benefits starts on the day of the childbirth and terminates, at the latest, after fourteen weeks. The employee can assert her rights if she has been insured under the mandatory insurance scheme pursuant to the law on OSI for the nine months prior to the birth and has been in gainful employment for at least five months during the said period.

LECA

2.12.

**RECRUIT SCHOOL, MILITARY
SERVICE, ALTERNATIVE
CIVIL SERVICE AND CIVIL
PROTECTION**

**The allowances scheme for
loss of earnings applies to
persons who complete
their service.**

The allowances for loss of earnings compensate for part of the salary of persons who complete a period of military service, alternative civil service or civil protection. The allowances for loss of earnings are paid either directly to the person who is carrying out their service or to their employer if the latter continues to pay them their salary. The insurance is compulsory. All persons who are required to pay OSI / AI contributions also pay the LEC premiums.

The cantonal compensation funds, the branch funds and the association funds can provide further information on the subject.

The addresses of all the compensation funds can be found on the last pages of the telephone directories or on the Internet. If the final examination is scheduled during a service period, the apprentice must request the requisite leave of absence from the competent military authority.

- 2.13. **FOREIGN NATIONALS** Learners who come from an EU-17 (1), EU-8 and EFTA (3) member state benefit from the provisions of the Free Movement of Persons Agreement (AFMP) and therefore have free access to the Swiss labour market. Special transitional provisions apply to citizens of EU-2 (4) member states. Cantonal migration and labour authorities can provide additional information on the subject.
- Apprentices from EU member states** Cantonal migration and labour authorities can provide additional information on the subject.
- (1) Austria, Belgium, Cyprus, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Malta, the Netherlands, Portugal, Spain, Sweden and the United Kingdom.
 - (2) Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Slovakia and Slovenia.
 - (3) Iceland, Liechtenstein and Norway.
 - (4) Bulgaria and Romania.
- Apprentices from other countries.** Apprentices from other countries are subject to quotas and labour market restrictions. Cantonal migration and labour authorities can provide additional information on the subject.
- Apprentices holding a C permit** Foreigners who reside in Switzerland and who hold a type C settlement permit may enrol in a VET programme without having to obtain special authorisation.

- 2.14. **COLLECTIVE EMPLOYMENT AGREEMENT (CEA)** Professional organisations only partially include apprentices in collective labour agreements (CEA). The Federal Council may extend the scope of application of the CEAs. If companies are not required to comply with a CEA, the contracting parties may use certain provisions in the apprenticeship contract.

Art. 356 CO

- 2.15. **GRANTS AND LOANS** Grants and other allowances are amounts that are granted for VET programmes and job-related continuing education and training (CET). In the majority of cantons, grants are means tested. Unlike training loans, grants need not be repaid. The competent cantonal service has a list of the private foundations which also offer grants.
- The cantonal financial aid office is competent in matters regarding training loans or grants.**

2.16.

VERIFICATION AND APPROVAL OF APPRENTICESHIP CONTRACTS

The host company prepares the apprenticeship contract in triplicate and has it signed by the parties. The host company is required to submit the apprenticeship contract to the competent cantonal authority before the beginning of apprenticeship training. The vocational education and training office verifies the content of the apprenticeship contract, the prerequisites and gives an approved copy to each of the parties.

Art. 14, para. 13 VPETA

2.17.

TERMINATION OF APPRENTICESHIP CONTRACTS

The apprenticeship contract may be terminated on justified grounds.

The apprenticeship contract may be terminated if the parties are unable to reach agreement despite several meetings and mediation from the cantonal authority.

Both the host company and learner may terminate the apprenticeship contract at any time during the trial period provided seven days' notice is given. At the end of the trial period, the apprenticeship contract may only be terminated by mutual consent or unilaterally, by one of the parties, on justified grounds. In such a case, it is the cantonal authority that terminates the contract. Where applicable, the host company informs the vocational school.

Art. 337 and 346 CO; Art. 14, para. 4 VPETA

Within the scope of its supervisory role, the cantonal authority may cancel the apprenticeship contract.

Art. 24, para. 5, let. b VPETA

If a company goes bankrupt or is no longer able to provide apprenticeship training for another reason, the cantonal authorities ensure, where possible, that apprenticeship training is completed. If the host company ceases its business activities (closure), it takes every step possible to ensure that learners are able to continue their VET programme.

Art. 14, para. 5 VPETA

3.1.

HOST COMPANY

The host company sees to it that learners receive top-quality training; it monitors learning progress at regular intervals. The VET ordinance and corresponding training plan for the given occupation serve as a frame of reference for apprenticeship training. When planning apprenticeship training, the host company takes into account the subjects taught at the vocational school and at the branch training centre.

The host company also ensures that apprenticeship training is handled by a specialist who has the professional capacity and personal qualities required.

Art. 20 and 45 VPETA; Art. 44 VPETO; Art. 345a, para. 1 CO

Qualified professionals provide learners with apprenticeship training.

Apprenticeship trainers must:

- a. hold a Federal VET Diploma or equivalent qualification in the field in which they are called upon to train others;
- b. have at least two years' work experience in the field in which they will be providing training;
- c. have undergone pedagogical training and hold a certificate or diploma recognised by the Confederation.

Art. 44 VPETA

Host companies give learners the time needed to attend classes at the vocational school.

This means that the host company must give the apprentice, without any reductions in salary, the time required to attend the classroom instruction, attend the branch courses and sit the final examination.

Art. 345a, para. 2 CO

Learners may only be asked to perform tasks that are unrelated to the given occupation if such tasks are needed in order to work in this occupation and if apprenticeship training is not compromised.

Art. 345a, para. 4 CO

3.1.1.

LEARNER RESPONSIBILITY

The learner has rights and obligations.

Learners are asked to do their utmost to reach learning objectives. They attend classes at the vocational school as well as branch courses and sit the final examination at the end of the VET programme. The time spent at the vocational school is counted as working hours; the host company must also be informed of absences from the vocational school.

Art. 345, para. 1 CO

The apprentices are treated like other employees.

Like other employees, learners are entitled to have their physical and mental health protected (accident and occupational disease prevention, threat to integrity and sexual abuse).

Art. 328 CO

3.1.2.

LEGAL GUARDIAN

The apprentice's legal guardian supports the employer as much as possible in the accomplishment of their tasks and encourages good relations between the apprenticeship trainer and learner. In view of their specific role in the apprentice's life, they may request information on learner progress.

Art. 296, 299 and 304 CC; Art. 345, para. 2 CO

3.1.3.

HOST COMPANY NETWORKS

Certain aspects of the training may be given in other companies.

Several companies may work together and pool resources for apprenticeship training. If the VET programme takes place within the framework of a host company network, the main host company signs the apprenticeship contract with the learner. The main host company is responsible for all contractual obligations.

Art. 16, para. 2, let. a VPETA; Art. 8 VPETO

The partner companies in the host company network must agree to ensure systematic training and compliance with the training plan. The content and duration of each portion of apprenticeship training is set forth in an corresponding apprenticeship contract.

Art. 14, para. 1 VPETO

3.1.4.

HOST COMPANY FOR A PORTION OF APPRENTICESHIP TRAINING

If apprenticeship training is carried out successively in several different host companies, then an apprenticeship contract is signed for the duration of each portion of the apprenticeship. The trial period generally lasts one month for each portion of the apprenticeship. The various host companies must sign all apprenticeship contracts before commencement of the VET programme.

Art. 14, para. 2 VPETA; Art. 8, para. 3 VPETO

3.1.5. RESOURCES TO ENSURE THE QUALITY OF APPREN- TICESHIP TRAINING

3.1.5.1. TRAINING LOGBOOK

The VET ordinance for the given occupation indicates whether learners are required to maintain a training logbook and whether the said logbook can be used as an additional resource for the final examination.

Learners should refer to their training logbook throughout the entire duration of apprenticeship training. Learners should enter all the main tasks that they have performed as well as the skills and experience gained in the host company. When they consult the training logbook, apprenticeship trainers take stock of learning progress and performance. In order to ensure quality, the content of the training logbook must be verified and discussed with the learner at regular intervals.

3.1.5.2. TRAINING REPORTS

Apprenticeship trainers record learner progress in successive training reports. With each training report, the apprenticeship trainer will meet with the learner to take stock of the situation, discuss the results and experiences and decide on future training arrangements. The rules governing the use of the training report are set forth in each VET ordinance.

3.1.6. EMPLOYMENT IN THE COMPANY AFTER THE APPRENTICESHIP

*The working relationship
comes to an end when the
apprenticeship contract
terminates*

Agreements that violate the learner's right to freely make a decision about their professional career after the apprenticeship are null and void.

Art. 344a, para. 6 CO

3.1.7. APPRENTICESHIP CERTIFICATE

At the end of the apprenticeship, the host company gives a certificate to the learner indicating the occupation taught and the duration of the apprenticeship.

At the learner's express request, the apprenticeship certificate can also mention the learner's skills, performance and behaviour.

Art. 346a CO

3.1.8. PARTIAL UNEMPLOYMENT AND CLOSURE OF HOST COMPANY

In certain circumstances, partial unemployment can compromise a learner's chances of completing his/her VET pro-

Partial unemployment should not affect learners.

If the host company were to close down, everything must be done to ensure that the VET programme is continued.

gramme. For this reason, the host company must take all the measures needed to spare the learner and to continue to provide apprenticeship training. They can, for example, ask another company to train the learner for a short while. During this period, the learner continues to attend classes at the vocational school. The partial unemployment has no effect whatsoever on the learner's salary and his/her entitlement to holiday leave.

A host company that is forced to cease its activities must do its utmost to enable the learner to complete his/her VET programme. It must inform the cantonal authority, the legal guardian and the vocational school.

The cantonal authority assists the host company and learner as far as possible in the search for a new apprenticeship position

Art. 14, para. 5 VPETA

3.1.9.

ABSENCES TO LOOK FOR A JOB

Learners are entitled to be absent from the host company to the extent necessary to look for a job. Two months before the end of the VET programme, the learner may ask the employer for the right to be absent and do so in the best interests of the company. If the learner has flexible working hours, he/she shall endeavour to look for a position during his/her free time. The law does not contain any provision in particular concerning the obligation to pay the learner's salary. However, no deductions are generally made on salaries that are paid on a monthly basis.

Art. 335c, para. 1 CO (by analogy) and Art. 329, para. 3 CO

3.2.

BRANCH COURSES

3.2.1.

PURPOSE OF BRANCH COURSES

Branch courses serve as a complement to apprenticeship training at the host company and classroom instruction at the vocational school. Branch courses impart fundamental skills. Professional organisations are responsible for branch courses.

Art. 23, para. 1 VPETA

The contents of the branch courses are laid down in the training plan.

3.2.2. COSTS FOR ATTENDANCE OF BRANCH COURSES

The host company contributes to the costs of branch courses.

The host company is also required to pay for additional costs (travelling, accommodation and board) which result from the apprentice's attendance at the branch courses.

The company also pays the apprenticeship salary during the branch courses.

CO art. 345a, para. 2; Art. 23, para. 4 VPETA; Art. 21, para. 3 VPETO

3.3. VOCATIONAL SCHOOL

3.3.1. ROLE OF VOCATIONAL SCHOOLS

Classroom instruction takes place at the vocational school. It covers vocational subjects, subjects falling under the category of language, communication and society (LCS), and physical education. The vocational school imparts basic theoretical knowledge that is required for the given occupation. It also favours personal development and the acquisition of social skills. The subjects taught are examined in more detail and strengthened through practical training.

Art. 16, para. 2, let.b, and Art. 21 VPETA

the contact person at the vocational school

The person designated as the contact person assists and advises both the learner and host company.

Art. 17, para. 2 VPETO

3.3.2. MANDATORY ATTENDANCE OF VOCATIONAL SCHOOL

Attendance of the vocational school is mandatory for the entire duration of the apprenticeship. The time spent at the vocational school is considered to be working hours and does not give rise to any deductions from salary.

Art. 21, para. 3 VPETA; CO art. 345a, para. 2

An exemption from attendance of classroom instruction is only given in exceptional circumstances. The vocational school decides whether or not to grant exemption requests. If the exemption also affects the qualification procedure, the decision is taken by the cantonal authority.

Art. 18, para. 3 VPETO

3-3-3. DURATION OF CLASSROOM INSTRUCTION A day at vocational school cannot contain more than nine teaching periods, including optional courses and remedial courses.

Art. 18, para. 2 VPETO

3-3-4. OPTIONAL COURSES If a learner's performance at the company and at the vocational school are sufficient, he/she may enrol in an optional course covering a maximum of one half-day per week. Attendance of optional courses does not result in any deductions from salary. The competent cantonal authority settles any disputes.

Art. 22, para. 3 VPETA; Art. 20, para. 3 VPETO

3-3-5. REMEDIAL COURSES Remedial courses enable learners to improve their school grades and fill in gaps in knowledge through additional lessons for a limited period of time. Remedial courses should not exceed one half-day per week.

The vocational school decides, in consultation with the host company and learner, whether a remedial course is necessary. Attendance of the said courses does not result in any deductions from salary.

Art. 22, para. 4 VPETA; Art. 20, para. 1 VPETO

3-3-6. ANCILLARY COSTS FOR ATTENDANCE OF VOCATIONAL SCHOOL Learners attend vocational school free of charge. However, payment of ancillary costs associated with attendance of vocational school (travelling, equipment, food and accommodation) is handled differently depending on the canton; a corresponding clause may be included in the apprenticeship contract.

mandatory courses are free of charge.

Art. 22, para. 2 VPETA

3-3-7. SEMESTRIAL GRADES CERTIFICATES The vocational school assesses the learner's work in all the subjects each semester and records the grades in a grades certificate. An appeal may be lodged against the grades awarded. The appeal procedure must be indicated in the grades certificate.

VET ordinances indicate whether and to what extent school grades are taken into consideration in the final examination.

3.3.8.

**VOCATIONAL SCHOOL
ABSENCES AND HOLIDAYS**

Vocational schools establish their own regulations in accordance with cantonal provisions. These regulations include how to enrol in compulsory and optional courses, what to do if a learner is absent as well as disciplinary measures. They also decide what constitutes justified absences and what consequences unjustified absences will have.

Vocational qualifications are awarded after successful completion of an overall examination or after a combination of partial examinations. Learners who pass the final examination upon completion of a three or four-year VET programme, receive a Federal VET Diploma. Those who pass the final examination upon completion of a two-year VET programme receive a Federal VET Certificate.

The content of final examinations is set forth in the VET ordinance and/or training plan for the occupation in question.

Art. 33 VPETA; Art. 30 VPETO

4.1.

REGISTRATION

Host companies register their learners for the final examination. They can obtain the requisite forms from the competent cantonal authority.

4.2.

**CONFIRMATION OF
REGISTRATION**

The cantonal authority in charge of the examinations sends a written confirmation of registration to the learner.

4.3.

**EXAMINATION
ARRANGEMENTS**

The learner is provided with details concerning examination arrangements. Examinations are not open to the general public.

4.4.

EXAMINATION RESULTS

The competent cantonal authority sends examination results to the learner in writing. Examination results may be challenged.

4.5.

FAILURE

The competent cantonal authority notifies learners in writing (either by letter and/or by sending the grades certificate) if they have not obtained a passing grade on the final examination. The notification letter includes the

examination results, whether and how many times the examination may be retaken and information about the appeal procedure. The competent cantonal authority also answers any questions that the learner may have.

4.6. | **REPETITION** The final examination may be retaken twice. Generally speaking, the examination is retaken during the next ordinary examination session.

The portions that have been passed do not need to be retaken. The VET ordinance may however provide for stricter provisions. The candidate may ask to repeat the whole examination.

Art. 33 VPETO

4.7. | **EXAMINATION COSTS** The host company pays for the costs of the equipment and rental of the premises. The time required to sit the examinations may not be deducted from the learner's salary.

Individuals (candidates) who have not signed an apprenticeship contract must pay examinations costs themselves.

Art. 39 VPETO; Art. 345a, para. 2 CO

4.8. | **APPEAL PROCEDURE** The cantonal authority is responsible for supervising VET programmes. In the event of a dispute, it acts as a mediator and attempts to reach a settlement with the parties involved.

Art. 24, para. 1 VPETA

All the decisions taken by the cantonal authority and the outcome of the final examination may be challenged. To lodge an appeal with the competent cantonal authority, it is necessary to comply with the legal deadlines. The canton where the apprenticeship takes place has jurisdiction.

Art. 61 VPETA

5.1.

VOCATIONAL, EDUCATIONAL AND CAREER GUIDANCE

Vocational, educational and career guidance helps young people and adults to make the right choices as far as their occupation, course of study and career are concerned.

Art. 49 VPETA

Vocational guidance counsellors and the professional organisation (PO) responsible for the given occupational field can provide information on subsequent training options at tertiary level.

5.2.

UNEMPLOYMENT

If learners become unemployed, they are entitled to receive unemployment benefits. If they terminate their apprenticeship prematurely, they are only entitled to daily allowances at the end of a waiting period. During this period, they are not entitled to receive benefits. Nevertheless, they must comply with all the obligations of a job seeker (checks, job applications, ability to work, etc.).

If the host company closes down for financial reasons, the employer must immediately contact the competent cantonal vocational education and training office and the learner's legal guardian. The contracting parties then look for a new solution together with the assistance of supervisory bodies.

If learners find themselves without a job at the end of their apprenticeship, they should present themselves at the employment office of the commune where they live. They are entitled to fixed-rate allowances. If the unemployment period begins immediately after the end of training, the fixed-rate amounts are divided in half. The general five-day waiting period also applies in this case.

Art. 8 et seq UIA; Art. 6 and 41 UIO

5.3.

SUBSEQUENT TRAINING OPTIONS AFTER GRADUATION

Job-related continuing education and training refers to a training process that is pursued or resumed after completion of either upper-secondary level vocational education and training or tertiary-level professional education.

job-related continuing education and training comes in various forms and is provided by various institutions.

Job-related continuing education and training enables qualified persons to adapt their work experience to technical, economic and social developments, and to broaden and enrich their general education. The aim is also to improve career prospects, particularly job mobility. Various institutes (private and public schools, companies and associations) offer continuing education and training courses. The Confederation and the cantons can support organisations offering job-related continuing education and training, through subsidies and other financial measures.

Art. 2 and 30s VPETA; Art. 29 VPETO

5.4.

VOCATIONAL QUALIFICATIONS FOR ADULTS AND RETRAINING

Adults who were unable to complete a VET programme or persons who already hold a Federal VET Diploma and wish to obtain the same qualification in a second occupation are admitted to the qualification procedure (final examination) under special conditions. A person who takes the examination in accordance with Articles 33/34 VPETA sits the same examination as learners in the same occupation.

Art. 33 and 34 VPETA; Art. 32 VPETO

5.5.

VALIDATION OF NON-FORMAL AND INFORMAL LEARNING

If they have the requisite competences, adults can obtain upper-secondary level vocational qualifications through the validation of non-formal and informal learning.

Art. 30, para. 2 and Art. 31 VPETO

www.vpet.ch The vocational and professional education and training (VPET) portal provides information concerning the Swiss system of upper-secondary level vocational education and training and tertiary-level professional education. This website also offers additional resources such as:

- Glossary of vocational and professional education and training terms
- Checklist
- Apprenticeship contract
- Training report
- QualiCarte

www.csfp.ch SBBK-CSFP is responsible for intercantonal coordination in the field of vocational education and training

Swiss Conference of Vocational Education
and Training Offices (SBBK-CSFP)
Maison des cantons
6 Speichergasse, P.O. Box 660
3000 Bern 7
Tel. 031 309 51 57

www.sbf.admin.ch SERI is the Confederation's centre of expertise for vocational and professional education and training matters.

State Secretariat for Education, Research
and Innovation (SERI)
27 Effingerstrasse
3003 Bern
Tel. 031 322 21 29

- Federal Vocational and Professional Education and Training Act (VPETA) and Vocational and Professional Education and Training Ordinance (VPETO)
- List of occupations together with corresponding ordinances and training plans

www.orientation.ch The vocational guidance portal – information on all matters pertaining to the following:

- Choice of occupation
- Tertiary-level professional education
- Job-related continuing education and training

www.bsv.admin.ch In addition to social insurance and general social policy matters, the FSIO is also in charge of youth matters.

Federal Social Insurance Office (FSIO)
20, Effingerstrasse
3003 Bern
Tel. 031 322 90 11

- Social insurance
- Loss of earnings compensation (LEC) / maternity insurance
- Youth promotion

www.jeunesse-syndicale.ch Youth Commission of the Swiss Federation of Trade Unions
Secretariat of the Swiss Federation of Trade Unions
61 Monbijoustrasse
3000 Bern 23
Tel. 031 377 01 23

- Brochure “I defend my rights. Apprentices: your rights from A to Z”.

www.conge-jeunesse.ch Website which presents the concept of youth leave



