

APPRENTICESHIP HANDBOOK



IMPRESSUM

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PREFACE

As the name implies, the apprenticeship handbook is meant as a practical reference guide for whenever you are uncertain about aspects of your training. The information contained in this handbook is presented as concisely and comprehensively as possible and covers the most frequently asked questions regarding dual-track vocational education and training.

When you sign your apprenticeship contract, you are making an important contractual commitment. This handbook will allow you to more fully comprehend the scope of this step that you are taking. Much of the information in the apprenticeship contract is couched in legal formulations, which are often difficult to understand. We have endeavoured to explain things as simply as possible so that this guide will prove useful to you.

In this handbook, you will also find information on how to fill out the apprenticeship contract. On the right-hand side of the apprenticeship contract, there is a column marked 'reference to apprenticeship handbook' with the corresponding numbers of the subchapters of the handbook. This allows you to look up specific information.

Under www.vpet.ch, you will find:

- Useful documents (e.g. templates for apprenticeship contract, training logbook, training report, etc.)
- Glossary of Vocational and Professional Education and Training
- Related links on various aspects of vocational education and training

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

Bern, 2022

VET Media Division, SDBB



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Final examination	The final examination is a portion of the overall qualification procedure and takes place at the end of the VET programme.
General outline for apprenticeship training	Host companies generally refer to the training plan established for each VET programme when preparing their apprenticeship training plan. There are rare cases in which the training plan cannot be directly used for this purpose. Professional organisations will therefore establish a general outline for apprenticeship training, which can be used as a frame of reference instead.
General outline for branch courses	Using the training plan established for each VET programme as a frame of reference, professional organisations work with the cantons and branch training centres to prepare a general outline for branch courses. The general outline for branch courses is used by branch course instructors to prepare detailed syllabuses for their courses.
Vocational education and training	VET programmes impart the abilities, knowledge and competences required to work in an occupation. Learning generally takes place in three different learning locations: the vocational school, the host company and the branch training centre.
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.
VET office	Cantonal VET offices supervise VET programmes for the three main learning locations (i.e. host companies, vocational schools and branch training centres). In particular, their supervisory activities include the provision of guidance and support to both host companies and learners and approval of apprenticeship contracts.
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.
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.
Training plan	The training plan describes the detailed content and structure of training for the given VET programme and is part of the VET ordinance established for each VET programme.
Apprenticeship training plan	An apprenticeship training plan is the practical implementation in a workplace setting of the training plan established for the VET programme. The apprenticeship training plan takes the specific characteristics of the host company into account. It stipulates when the learner should carry out such and such task at the host company and when he/she should acquire the requisite skills.

Individual training plan	The individual training plan is an adaptation of the host company's apprenticeship training plan and takes the specific needs of individual learners into account. It includes individual compensatory measures (e.g. attendance of branch courses, optional courses or remedial courses, holidays, etc.)
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.
General outline for classroom instruction	Using the training plan established for each VET programme as a frame of reference, professional organisations work with vocational schools (as representatives of the cantons) to establish a general outline for the classroom instruction portion of the VET programme. This general outline is then used by vocational school teachers to plan their lessons.
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 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.
Learner	A learner is someone who has completed his/her compulsory education and has enrolled in a VET programme to undergo training for a given occupation under the terms of a corresponding VET ordinance. In the context of dual-track VET programmes, which include both a classroom instruction portion at the vocational school and an apprenticeship training portion at the host company, learners may also be referred to as 'apprentices' while doing apprenticeship training.
Professional organisation	This collective term refers to both trade associations and social partners as well as other organisations involved in vocational education and training.
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 portion of the qualification procedure for VET programmes.
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.

More detailed information can be found in the 'Glossary of Vocational and Professional Education and Training'. There you will find brief and informative descriptions of all of the key terms and concepts relating to vocational education and training: www.lex.berufsbildung.ch

LIST OF ABBREVIATIONS

ABBREVIATIONS

para.	Paragraph
OSI	Old age and survivors' insurance
UI	Unemployment insurance
EmpA	Employment Act Federal Act of 13 March 1964 on Employment in Business, Trade and Industry
EmpO	Ordinances relating to the Employment Act (EmpO 1, EmpO 2 and EmpO 5)
Art.	Article
UIA	Unemployment Insurance Act Federal Act of 25 June 1982 on Compulsory Unemployment Insurance and Benefits on Insolvency
UIO	Unemployment Insurance Ordinance Ordinance of 31 August 1983 on Compulsory Unemployment Insurance and Benefits on Insolvency
VPETA	Vocational and Professional Education and Training Act Federal Act of 13 December 2002 on Vocational and Professional Education and Training
VPETO	Vocational and Professional Education and Training Ordinance Ordinance of 19 November 2003 on Vocational and Professional Education and Training
FVB	Federal Vocational Baccalaureate
FVC	Federal VET Certificate (two-year VET programme)
EFTA	European Free Trade Association
FVD	Federal VET Diploma (three or four-year VET programme)
fed.	Federal
LEC	Loss of earnings compensation
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



EU	European Union
1-to-1	One-to-one coaching
UAS	University of applied sciences
DI	Disability insurance
CEA	Collective employment agreement
PO	Professional organisation
CO	Swiss Code of Obligations Federal Act of 30 March 1911 on the Amendment of the Swiss Civil Code (Part Five: Code of Obligations)
QP	Qualification procedure
SBBK	Swiss Conference of Vocational Education and Training Offices
SERI	State Secretariat for Education, Research and Innovation
SDBB	Swiss Centre for Vocational Education and Training Vocational, Educational and Career Guidance
BC	Branch course
AIA	Accident Insurance Act Federal Act of 20 March 1981 on Accident Insurance
EAER	Federal Department of Economic Affairs, Education and Research
CC	Civil Code Swiss Civil Code of 10 December 1907

- 1.1. THREE OR FOUR-YEAR PROGRAMMES FOR THE FEDERAL VET DIPLOMA (FVD)**
- Three or four-year VET programmes culminate in a final examination and lead to issuance of the Federal VET Diploma (FVD). 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 (FVB)
- 1.2. TWO-YEAR PROGRAMMES FOR THE FEDERAL VET CERTIFICATE (FCV)**
- Two-year VET programmes culminate in a final examination and lead to issuance of the Federal VET Certificate (FVC), which provides access to entry-level occupations. 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.
- Two-year VET programmes provide access to entry-level occupations.
- Some learners enrolled in a two-year VET programme encounter difficulties that may jeopardise their chances of completing their training. In such cases, a system of individual coaching has been put in place (case management) to provide both technical and personal support.
- Provided by a competent person, individual coaching enables learners to receive comprehensive support in their own development process. Individual coaching may be offered by a wide range of different providers. It covers all occupations and learning locations and should be coordinated between the three learning locations. The cantons decide which individual coaching measures are required.
- Art. 18 VPETA; Art. 10, para. 4 VPETO**
- 1.3. VET ORDINANCE / TRAINING PLAN**
- The Federal Act on Vocational and Professional Education and Training (SR 412.10) forms the legal basis. The main elements of each occupation recognised by the State Secretariat for Education, Research and Innovation (SERI) are laid down in a VET ordinance.
- The main elements of each recognised occupation are laid down in a VET ordinance.
- 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 about the VET programme. Training plans are updated on a regular basis.

All useful information on competence areas, the duration of qualification procedures (QPs), assessment and grading criteria can be found in the VET ordinance (and corresponding training plan).

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 progression of training is laid down in a training plan. This training plan is provided by the professional organisation or may be downloaded in German, French or Italian from the SERI website (www.becc.admin.ch/becc/public/bvz/beruf/grundbildungen).

1.4.

SUPERVISION

The cantons are responsible for supervising apprenticeship training.

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 with difficulties and encourage collaboration between VET partners.

Depending on their organisation, cantonal VET offices employ training inspectors or advisors.

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. 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 the 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)

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 three- or four-year VET programme for the Federal VET Diploma. 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.

Learners who have the requisite profile may prepare for the Federal Vocational Baccalaureate (FVB).

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 part-time basis while they work, or do so on a full-time basis.

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 apprenticeship contract is a special type of individual fixed-term employment contract. The apprenticeship contract must be drawn up in writing. At the very least, it must stipulate the occupation for which training is being given, the apprenticeship duration, the apprenticeship salary, working hours and holiday leave.

The same apprenticeship contract template is used all over Switzerland.

The same apprenticeship contract template is used all over Switzerland. Published in four official languages, it can be found online (D, F, I, R: www.lv.berufsbildung.ch; E: www.vpet.ch) and print versions can be obtained from the cantonal VET 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. The learner's first name and surname must match the information on the passport or identity card. If these two documents are not available, the information must be taken from another official document.

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 due to his/her personal situation. 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 between one and three months.

The trial period gives the contracting parties the chance to see whether their choice was the right one. Firstly, learners are able to assess whether their choice of occupation matches their skills and expectations. Secondly, apprenticeship trainers are able to observe how learners work.

Unless otherwise stipulated in the apprenticeship contract, the apprenticeship trial period 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 be longer than those of other workers 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. In the absence of such special provisions, authorisation for night work and work on Sundays must be obtained from the competent cantonal authority. This authorisation will only be given if the training requires night work and/or work on Sundays. Special provisions of employment law on working hours, rest periods, night work and work on Sundays apply to all 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**

There are no legal provisions on amount of salary to be paid

The contracting parties set the amount of the salary. In most cases, they refer to the recommendations given by the professional organisations. The competent cantonal authority can also provide further information. If a collective employment agreement (CEA) exists for a given occupational field, then any provisions of this CEA that also cover apprentices shall apply. All pay slips must be prepared in writing.

Art. 323b, para. 1 CO

Learners pay their OSI/DI/LEC/UI contributions from 1 January of the calendar year in 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.

Salary must be paid if learners are absent through no fault of their own.

In the event of an absence (through no fault of the apprentice) due to illness, injury or military service, the apprenticeship salary is paid for a limited period of time. The provisions vary from one region to another. 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. The company must take into account the learner's wishes.

Holiday leave must be taken outside of school periods. Apprentices who take holiday leave during school periods must attend classes at the vocational school. The days spent at the vocational school are considered working days. Days spent attending classes during holiday periods can be recovered later as holiday days.

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, or by two-twelfths if the occurrence in question lasts for three months, etc.

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, or 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 certain exceptional circumstances: in the event of marriage, death, moving house, doctor's appointment or visit to a government office. The length of the paid absence depends on the usual practices of the company, geographical location or occupational field (i.e. collective labour agreement).

Youth activities entitle apprentices to an additional leave.

Learners are entitled to an additional leave of one week per year to carry out support, advisory or leadership activities outside the scope of the VET programme or to attend a training course relating to those activities. The request for youth leave must be submitted to the workplace 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 loss of earnings compensation (LEC).

Art. 329e CO

2.7.

PUBLIC HOLIDAYS

Each canton may declare up to eight additional holidays per year as Sunday equivalents.

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 professional organisation or cantonal authority can provide further information on this subject.

2.10. | **ILLNESS AND INJURY** | The host company takes out occupational accident insurance on the learner's behalf and pays all of the corresponding insurance premiums. As far as non-occupational accident insurance coverage is concerned, the contracting parties specify in the apprenticeship contract who is responsible for paying these insurance premiums and at what percentage.

The host company pays all occupational accident insurance premiums.

Art. 1a AIA

§

The parties may agree on loss of earnings compensation (LEC) insurance to provide the learner with a daily allowance in the event of an accident. The host company must pay at least 50% of these premiums. If no LEC insurance policy is taken out, learners shall receive their salary in accordance with the Basel, Bern or Zurich pay scales.

2.11. | **HAZARDOUS WORK – SUPPORT MEASURES** | Learners may also be required to carry out hazardous work as an indispensable part of their workplace training. The competent professional organisation decides what mandatory support measures should be included in Annex 2 of the training plan and implemented by the host company.

EAER Ordinance on Hazardous Work for Young People.

2.12. | **PREGNANCY AND MATERNITY INSURANCE** | If a learner becomes pregnant, the host company shall pay her apprenticeship salary in the same manner as if she were on sick or accident leave. Mothers are strictly prohibited from working during the eight weeks immediately following the birth of their child; their prior consent must be obtained for work from the 9th week up to the 16th week after giving birth. The Employment Act (EmpA) contains special provisions to protect pregnant women, women who have just given birth and mothers who breastfeed their child.

Special provisions apply during pregnancy.

Art. 324a CO; Art. 35 / 35b EmpA; Art. 60 and 65 EmpO 1

§

If a learner experiences pain during her pregnancy, she has the right to immediately leave the workplace as long as she informs her supervisor at the host company.

Art. 35a EmpA

In the case of 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 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

2.13. RECRUIT SCHOOL, MILITARY SERVICE, CIVILIAN SERVICE, CIVIL PROTECTION

Allowances are provided under the Loss of Earnings Compensation Ordinance (LECO)

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. This insurance is compulsory. All persons who are required to pay OSI / AI contributions also pay the LEC premiums.

Cantonal social insurance offices as well as private social insurance funds maintained by professional organisations can provide further information on this subject (see www.ahv-iv.ch).

If the final examination of the VET programme coincides with recruit school or official duty, the learner must request the leave required for the examination from his/her commanding officer.

2.14. APPRENTICES FROM OTHER COUNTRIES

Cantonal migration and labour authorities can provide additional information on the subject of residence/work permits. Depending on their situation and residence status, foreigners

who wish to enrol in and complete a VET programme in Switzerland:

- (a) may do so without any further requirements,
- (b) may do so if the competent authorities are notified prior to commencement of the VET programme,
- (c) must first obtain a residence/work permit.

The SDBB's 'Factsheet 205 - Migration' provides detailed information on which permits entitle young foreign nationals to start vocational education and training (see link in Chapter 6).

Learners holding a type C settlement permit.

Foreign nationals residing in Switzerland with a settlement permit (Permit C) may enrol in a VET programme (or INVOL pre-apprenticeship) without any restrictions. No notification or authorisation is required.

Learners from EU and EFTA member states.

Learners from EU or EFTA member states as well as third-country nationals who are family members of EU/EFTA nationals holding a valid Swiss residence permit may do a VET apprenticeship without restriction. The competent cantonal migration or labour market authority must be notified of the start of the apprenticeship so that, if necessary, the purpose of residence can be changed and the permit can be adjusted to the current circumstances. EU/EFTA nationals newly arriving in Switzerland are granted a residence and work permit if they have an apprenticeship contract. The same simple notification requirement also applies in the case of an integration pre-apprenticeship (INVOL), which prepares participants over a one-year period for apprenticeship training.

Cross-border commuters.

Cross-border commuters from EU and EFTA countries will be issued a cross-border commuter permit if they have an apprenticeship contract. Cross-border commuters from third countries are only admitted to Switzerland for enrolment in vocational education and training in exceptional cases.

Learners from other countries.

Learners from other countries who hold a valid type B residence permit are entitled to undergo apprenticeship training as part of a VET programme. In some cases, authorisation must be given in order to start work for the first time (e.g. for persons holding a hardship permit). Recognised refugees holding a valid type B residence permit are subject to the conditions described below.

Recognised refugees/provisionally admitted foreigners.

Recognised refugees (Permit B) and provisionally admitted foreigners (Permit F) are entitled to enrol in and complete a VET programme.

The only requirement is that the competent migration and labour authorities be notified of this. The same simple notification requirement also applies in the case of enrolment in an integration pre-apprenticeship, which prepares participants over a one-year period for apprenticeship training.

Persons in need of protection.

Persons in need of protection (Permit S) may obtain a work permit for the duration of their apprenticeship. Individuals falling into this category must obtain a work permit from the competent migration and labour authorities before taking up employment.

Asylum seekers/undocumented migrants.

Asylum seekers (Permit N) and undocumented migrants may under certain circumstances obtain a work permit for the duration of their apprenticeship. Individuals falling into either of these two categories must obtain a work permit from the competent migration and labour authorities before taking up employment.

2.15.

COLLECTIVE EMPLOYMENT AGREEMENT (CEA)

Professional organisations only partially include apprentices in collective labour agreements (CEA). In some instances, the Federal Council may declare a CEA to be generally binding. In cases where companies are not subject to a CEA, the contracting parties may decide to include relevant CEA provisions in the apprenticeship contract.

Art. 356 CO

2.16.

GRANTS AND LOANS
The cantonal financial aid office is responsible for grants and loans.

Grants are funds awarded to help cover the costs of attending VET programmes and job-related continuing education and training (CET). In most cantons, grants are means tested on the basis of parent income.

Unlike training loans, grants need not be repaid. The competent cantonal financial aid office has a list of private foundations that also offer grants.

2.17.

**VERIFICATION AND
APPROVAL OF
APPRENTICESHIP
CONTRACTS**

Generally speaking, apprenticeship contracts are prepared by the host company in triplicate and then signed by the contracting parties. The host company is required to submit the apprenticeship contract to the cantonal VET office prior to commencement of apprenticeship training. The cantonal VET office then reviews the content of the apprenticeship contract and training requirements and sends one approved copy to each of the contracting parties.

Art. 14, para. 13 VPETA

2.18.

**TERMINATION OF APPREN-
TICESHIP CONTRACTS**

**Apprenticeship contracts
may be terminated on jus-
tified 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 the event of apprenticeship contract termination, the host company must immediately inform the cantonal VET office and, if necessary, 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 will ensure, where possible, that apprenticeship training is completed. If the host company ceases its business activities (closure), it must take 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 apprenticeship training portion of VET programmes is entrusted to an apprenticeship trainer at a host company.

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

Learners are supervised by qualified apprenticeship trainers.

Generally speaking, apprenticeship trainers must satisfy the following criteria:

- 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 of work experience in the field in which they will be providing training,
- c. have undergone pedagogical training leading to issuance of a federally recognised qualification.

These requirements on apprenticeship trainers are described in the corresponding VET ordinance.

Art. 44 VPETO

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 classes at the vocational school, attend branch courses and sit the final examination.

Art. 345a para. 2 CO

Learners may only be asked to perform tasks that are related to the given occupation. Any unrelated tasks and piece work may only be performed by learners if they are strictly necessary for the given occupation and do not interfere with apprenticeship training.

Art. 345a, para. 4 CO

3.1.1.

LEARNERS

Learners must do everything in their power to reach the objectives set out in the VET ordinance and training plan. This means that they are required to attend classes at the vocational school as well as branch courses and take the final examination upon completion of their VET programme.

Learners have rights and obligations.

School time is considered working time. Learners must also report school absences to the host company.

Art. 345, para. 1 CO

Learners are employees. Like other employees, apprentices are entitled to protection of their physical and mental health (accident prevention, health promotion, protection against sexual harassment).

Art. 328 CO

3.1.2. LEGAL GUARDIAN According to law, the apprentice's parents (legal guardians) have an obligation to facilitate the work of apprenticeship trainers and encourage good relations between the apprenticeship trainer and learner. Given the specific role that they play in the apprentice's life, legal guardians are entitled to request information on learning progress.

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

3.1.3. COMPENSATORY MEASURES FOR THE DISABLED If a learner's disability restricts his/her learning progress in a given occupation, the cantonal VET office may, at the request of the host company, authorise alternative measures that can help to compensate for this disadvantage. These measures may be applied both in the case of physical disabilities as well as in the case of learning and performance issues such as dyslexia (reading and spelling difficulties). The precondition is that such measures are only taken if other support measures such as remedial courses are not enough to ensure that the learner will pass the qualification procedure. The cantonal VET offices are responsible for providing information and advice, authorising compensatory measures and coordinating with specialised offices.

Art. 3, 18, 21 VPETA; Art. 35 VPETO

3.1.4. HOST COMPANY NETWORKS
Certain portions of apprenticeship training can take place in other host 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 will sign the apprenticeship contract with the learner. The main host company is responsible for ensuring compliance with 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

- 3.1.5. 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**
- 3.1.6. RESOURCES TO ENSURE THE QUALITY OF APPRENTICESHIP TRAINING**
- 3.1.6.1. 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. The training logbook includes the progress reports that learners write during their training, the training reports drafted by apprenticeship trainers and information regarding apprenticeship training, classroom instruction at the vocational school and branch courses. For learners, the training logbook helps them to recall important working processes relating to the given occupation. For apprenticeship trainers, the training logbook allows them to take stock of learner progress and performance. In order to ensure quality, the content of the training logbook is verified and discussed with the learner at regular intervals.
- 3.1.6.2. 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.
- 3.1.7. EMPLOYMENT AT HOST COMPANY AFTER APPRENTICESHIP** The learner is under no obligation to continue working for the host company once apprenticeship training has been completed.
- The working relationship comes to an end on the date specified in the apprenticeship contract.** **Art. 344a para. 6 CO**
- 3.1.8. 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.

3.1.9. FURLOUGH, CLOSURE OF HOST COMPANY

Generally speaking, learners do not qualify for furlough.

If a host company closes down, it must take all necessary steps to ensure that the learner can continue the VET programme.

Furlough may jeopardise an apprentice's chances of completing the full range of vocational education and training. Therefore, the host company must take all reasonable steps to ensure that the apprentice is able to continue his or her training. Under certain circumstances, the apprentice may be temporarily assigned to another company for apprenticeship training. During this period, the learner continues to attend classes at the vocational school. Furlough 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 is expected to 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.

Where possible, the cantonal authority will assist the host company and learner in the search for a new apprenticeship position.

Art. 14 para. 5 VPETA

3.1.10. ABSENCES TO LOOK FOR A JOB

Learners are entitled to take time off from the host company 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. Absences must be scheduled in a way that takes the best interests of the company into account. 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 specific provision 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 (by analogy) CO 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 branch courses are laid down in the VET ordinance and/or training plan.

3.2.2. COSTS FOR ATTENDANCE OF BRANCH COURSES

Learners attend branch courses free of charge. Any additional costs associated with attendance of branch courses (e.g. travel expenses, meals and accommodation) must be paid by the host company on the learner's behalf.

Attendance of branch courses is free of charge for learners.

Attendance of branch courses does not result in any deductions from the learner's apprenticeship salary.

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

3.3. VOCATIONAL SCHOOL

3.3.1. REMIT

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. This also favours the learner's personal development. The subjects taught are examined in more detail and consolidated through practical training at the host company.

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

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. CLASSROOM ATTENDANCE IS MANDATORY

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

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

Exemptions from attendance of classroom instruction are 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 (e.g. preparation for admission to the FVB2 course)

covering a maximum of one half-day per week. Attendance of optional courses does not result in any deductions from the learner's apprenticeship salary. The competent cantonal authority settles any disputes.

Art. 22 para. 3 VPETA; Art. 20 para. 1 VPETO

3.3.5. REMEDIAL COURSES

Learners have the option of attending a remedial course over a limited period of time. Such courses enable learners to improve their school performance and fill in gaps in knowledge. Remedial courses must not exceed one half-day per week.

The vocational school consults with the host company and learner to decide whether a remedial course is necessary. Attendance of these courses does not result in any deductions from the learner's apprenticeship salary.

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

3.3.6. COSTS OF MANDATORY CLASSROOM INSTRUCTION

Mandatory courses are free of charge.

Learners attend vocational school free of charge. However, payment of ancillary costs associated with attendance of vocational school such as learning materials (in particular, electronic devices such as laptops, tablets, etc.) or travel expenses, food, accommodation, trips for language learning and excursions) is handled differently depending on the canton and is covered in a corresponding clause of the apprenticeship contract.

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. ABSENCES AND HOLIDAYS

Each vocational school establishes its 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 are responsible for registering their learners for the final examination. When doing so, they follow the procedure established by the VET office in their canton.
- 4.2. **CONFIRMATION OF REGISTRATION** The cantonal authority in charge of the examinations sends a written confirmation of registration to the learner who will be taking the final examination.
- 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.
- 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 two more times. Generally speaking, the examination is retaken at the next ordinary examination session.

The portions of the qualification procedure that have been passed do not need to be retaken unless the corresponding VET ordinance contains stricter provisions. The candidate may ask to repeat the entire examination. In such cases, only the grades obtained in the last examination will be taken into account, regardless of the outcome of the examination.

Art. 33 VPETO

4.7.

COSTS

The host company pays for the costs of materials and rental of the premises. The time required to sit the examinations may not be deducted from the learner's salary. Individuals who wish to repeat the examination but who are not currently doing an apprenticeship with a host company must pay examinations costs themselves.

Art. 39 VPETA; Art. 345a para. 2 CO

4.8.

**COMPLAINTS AND
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 contracting 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. Appeals must be submitted to the competent cantonal authority by the legal deadline. The place of jurisdiction is the canton where the host company maintains its registered office.

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 such as preparatory courses for federal and advanced federal professional examinations or enrolment in a study programme at a professional education institution (PEI) or university of applied sciences (UAS).

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 unemployment benefits at the end of a waiting period. During this period, they will receive no benefits but must still comply with all jobseeker obligations (checking in, submitting job applications, remaining available to work if suitable employment is found, etc.).

If the host company becomes financially insolvent, the employer must immediately contact the competent cantonal VET office and the learner's legal guardian. The contracting parties then look for a new solution with the help of the cantonal VET office.

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**

After completing a two-, three- or four-year VET programme at upper-secondary level, there are a number of subsequent training options enabling the qualification holder to continue or resume his/her learning.

Job-related CET comes in various forms and is provided by various institutions.

Job-related continuing education and training enables holders of vocational qualifications to adapt their knowledge, skills and know-how to technical, economic and social developments, while at the same time broadening and enriching their general education. The aim is also to improve career prospects, particularly job mobility. Various institutions (private and public schools, companies and associations) offer job-related continuing education and training courses. The Confederation and the cantons provide subsidies and other incentives to organisations that offer job-related continuing education and training.

Job-related CET options exist for holders of upper-secondary level vocational and tertiary-level professional qualifications.

Art. 2, 3of. VPETA; Art. 29 VPETO

5.4.

**VOCATIONAL
QUALIFICATIONS FOR
ADULTS; RETRAINING**

Special conditions for access to the qualification procedure apply to adults who lack a vocational qualification or to those who already hold a Federal VET Diploma but wish to obtain the same qualification in a second occupation. A person who takes the final examination in accordance with Art. 33/34 VPETA will sit the same examination as learners in the same occupation.

Art. 33, 34 VPETA and Art. 32 VPETO,
corresponding VET ordinance

5.5.

**OTHER QUALIFICATION
PROCEDURES**

If they have the requisite competences, adults may undergo a special qualification procedure whereby an upper-secondary level vocational qualification (Federal VET Diploma or Federal VET Certificate) may be awarded on the basis of 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 detailed information on the Swiss VPET system, including:

- Glossary of vocational and professional education and training terms in four languages
- Factsheets on various topics (e.g. compensatory measures for persons with disabilities, migration)
- Apprenticeship contract template
- Training report template
- QualiCarte template

www.sbbk.ch SBBK – responsible for intercantonal coordination in the field of vocational education and training

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

www.sbf.admin.ch SERI – federal agency responsible for all matters pertaining to the Swiss VPET system

State Secretariat for Education, Research
and Innovation, SERI
Einsteinstrasse 2
3003 Bern
Tel. 058 462 21 29

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

www.sem.admin.ch State Secretariat for Migration SEM

- Information for EU/EFTA nationals:
Conditions of entry
Residence and work permits

- Information on integration pre-apprenticeships programme (INVOL)
- Information for persons seeking or granted asylum
- FAQ

www.berufsberatung.ch This website contains useful information on all matters pertaining to occupational, educational and career guidance

- 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
Effingerstrasse 20
3003 Bern
Tel. 058 462 90 11

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

www.gewerkschaftsjugend.ch Youth Commission of the Swiss Federation of Trade Unions SGB

SGB Secretariat
Monbijoustrasse 61
3007 Bern
Tel. 031 377 01 01

Brochure
'I defend my rights. Apprentices: your rights from A to Z'

www.sajv.ch Website devoted to the topic of youth leave



