



# Student Information Handbook

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## **Training Solutions for Industry and Individuals**

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## ACRONYMS

<b>AMP</b>	Australian Meat Package
<b>AASN</b>	Australian Apprenticeship Support Network
<b>FGM</b>	FGM Consultants Pty Ltd
<b>Contract</b>	Training Contract
<b>FDF</b>	Food Processing Training Package
<b>SSO's</b>	Skills Service Organisations
<b>HESG</b>	Higher Education and Skills Group
<b>IRC's</b>	Industry Reference Committees
<b>LLN</b>	Language, Literacy and Numeracy
<b>RPL</b>	Recognition of Prior Learning
<b>RTO</b>	Registered Training Organisation
<b>The Act</b>	Education and Training Reform Act 2006
<b>The Department</b>	The Department of Education and Training
<b>VRQA</b>	Victorian Registration and Qualifications Authority



## **1. Information Guide**

### **Head Office Address and Contact Numbers**

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### **FGM Consultants Pty. Ltd (FGM)**

*We are proud of the role that FGM plays in the traineeship system in Australia.*

As a prospective trainee of **FGM**, we hope that many of the questions you have regarding our organisation, its policies and procedures will be answered in this Guide and during your Induction Session.

**FGM** is a Victorian based company providing trainees with the opportunity to learn, gaining invaluable knowledge and experience through on-the-job and off-the-job components of training.

As a Registered Training Organisation (RTO), **FGM** is committed to providing high quality training that is structured to meet the needs of industry. Our aim is to develop and deliver training that will produce a multi-skilled workforce trained to industry and regulatory standards.

Potential benefits to be gained from our quality training are;

- A multi-skilled flexible workforce.
- Higher self-esteem, bringing job satisfaction, job security and future prospects.
- Production work teams that take ownership of tasks and problems leading to more consistent output and efficiency.

Our on-site training that can be tailored to the employers, highly skilled and committed trainers that travel to students on site.

We offer expertise and experience in all aspects of the Meat and Food Processing Industry, with the professionalism and support to provide high quality, value added, training and consultancy services. In conjunction with training, we offer project services in management roles on a short-term basis.



## 2. The Traineeship

### **What is a Traineeship?**

A traineeship supports your learning while you work. A trainee and their employer sign a training agreement to work together in order for the trainee to learn the skills of the occupation they have chosen. It can be on a part time or a full time basis.

### **What's in it for you?**

- A paid job while learning new skills;
- Choice of jobs and career paths;
- A qualification that is recognised throughout Australia;

### **What is the Training Contract (Contract)?**

It is a **legally binding Contract**, signed by a trainee and an employer who agree to work and train together for a length of time. If you are under 18 years of age your parent or guardian must also sign the agreement. The **Contract** is registered with the Department of Education of Training (The Department).

### **Probationary Period**

The probation period is the first 30 days of work and training (after signing the **Contract**) where the trainee and the employer decide whether to continue with the traineeship. Either party may terminate the **Contract** during the probationary period by giving a week's notice.

### **Training Plan**

A Training Plan is a document that is drawn up to outline the new skills you will be learning and to map out your training. Your training plan will be developed by a team member consisting of your employer, the onsite trainer and yourself. When the training plan is completed and agreed upon, it is signed by you, your employer and a representative of FGM. If the apprentice/trainee is under 18 years, the parent/guardian identified in the contract must sign the training plan.

### **Will I have to pay for my training?**

Training does incur Training Fees and Charges. Refer to "Tuition Fees" in this guide. The cost of your training can be paid by either your employer or yourself and should be discussed prior to signing the contract.



### **3. Student Information**

Information contained in this guide is generic to all students of FGM. Your FGM Trainer will be able to provide you with specific information relating to your particular training program.

#### **Code of Practice**

As a RTO, FGM has agreed to operate within the Principles and Standards of the Australian Quality Training Framework and the VRQA Guidelines 2017. This includes a commitment to recognise the training qualifications issued by other RTO's.

#### **Provision of Quality Training and Assessment**

FGM will maintain systems to plan for and provide quality training and assessment across the scope of its operations.

#### **Legislative Requirements**

FGM will meet all legislative requirements of State and Federal Government. In particular, Workplace Health and Safety, Workplace Relations, Anti-Discrimination, Privacy and Vocational Placement Standards will be met at all times.

#### **Management and Administration**

FGM has policies and management strategies, which ensure sound financial and administrative practices. Management guarantees the organisation's sound financial position and safeguards trainee fees. We have a Refund Policy, which is fair and equitable. It will ensure trainee records are managed securely and confidentially and are available for trainee perusal on request.

FGM has adequate insurance policies. FGM will maintain effective administration procedures across the scope of its operations.

#### **Client Services**

Our quality focus includes a Recognition of Prior Learning (RPL) Policy, Credit Transfer, Complaints and Appeals Policy, Access and Equity Policies. Where necessary, arrangements will be made for those clients requiring literacy and/or numeracy support programs. We will take every opportunity to ensure that this information is disseminated, understood and valued by personnel and clients.

Our trainee information will ensure that all fees and charges are known to trainees before enrolment, that course content and assessment procedures are explained and that vocational outcomes are outlined.

#### **Access and Equity**

FGM's commitment to the principles of access and equity in Vocational Education and Training gives practical expression to the VRQA goal of improving the knowledge, skills and quality of life for Australians, having regard to the particular needs of target groups. In keeping with this commitment FGM will strive to ensure that its training and assessment programs are relevant, fair and inclusive. FGM will achieve this by promoting traineeships to the community in a manner that includes and reflects the diverse client population, to ensure that all prospective students are well informed on the options that are available to meet their individual training needs.

FGM will implement fair educational programs and geographic resource allocation practices to maximise the participation of target groups. FGM will provide access to



culturally inclusive literacy and numeracy training that meets individual, community and industry needs.

### **Quality Management Focus**

FGM has a commitment to providing a quality service and a focus on continuous improvement. We value feedback from trainees, staff and employers for incorporation into future programs.

### **Training and Assessment Standards**

FGM will ensure adequate numbers of personnel with appropriate qualifications and experience to deliver the training and facilitate the assessment relevant to the training products offered.

Assessment will meet the National Assessment Principles (including RPL Learning and Credit Transfer). Adequate facilities, equipment and training materials will be utilised to ensure the learning environment is conducive to the success of trainees.

FGM has appropriately qualified staff and will assess the extent to which the applicant is likely to achieve the stated competency standards and outcomes of the course, based on their qualifications and experience.

We have sound management practices to ensure effective client service. In particular FGM will ensure timely issue of trainee assessment results and qualifications. These will be appropriate to competence achieved and issued in accordance with national guidelines.

### **Logos**

FGM will comply with all of the National, State and Territory requirements for the use of logos.

### **Marketing and Advertising**

Where FGM markets vocational education and training products it will do so with integrity, accuracy and professionalism, avoiding vague and ambiguous statements. In the provision of information, no false or misleading comparisons are drawn with any other training organisation or training product.

Marketing, Advertising and Promotion of our products is with integrity, accuracy and professionalism.

### **Sanctions**

FGM will honour all guarantees outlined in this Code of Practice. We understand that if we do not meet the obligations of the Code or supporting regulatory requirements, we may have our registration as a RTO withdrawn.

### **External Review**

FGM has agreed to participate in external monitoring and audit processes required by the VRQA. This covers random quality audits following complaint and audit for the purposes of re-registration.

#### **FGM undertakes that:**

- Training will be flexible to meet the training and assessment needs of each site with the use of a variety of delivery methods.
- Will be responsive to the needs of individual industries.
- Our Human Resource Management will be appropriate allowing for the varying standards of differing qualification levels.



- Training and assessment is competency based, in accordance with AQTF standards and consistent with trainer / assessor qualifications.
- An environment will be provided that is conducive to the learning and well-being of the trainee.

#### **4. Enrolment Information**

Carefully consider the level of traineeship you are entering into. Discuss this and your choice of competencies with your supervisor and our On-Site Trainer.

Complete an enrolment form ensuring that all questions are answered. If in doubt contact an FGM Trainer.

It is important that the following particulars are accurately noted on the form:

- Correct and clear spelling of your name
- USI Number
- Date of Birth
- Current address
- Any assistance you may require
- Any RPL and or credit transfer you wish to apply for
- Current Health Care or Pension Concession details
- Supply Trainer with an in date copy of an ID;
  - Drivers Licence
  - an Australian Birth Certificate (not Birth Extract)
  - a current Australian Passport
  - a current green Medicare Card
  - a current New Zealand Passport
  - a naturalisation certificate
  - Formal documentation issued by the Australian Department of Immigration and Border Protection confirming permanent residence

#### **Personal Details Changes**

FGM **MUST** be notified of any change in personal details in writing. Change of name requires a certified copy of the related documentation. For Example: a marriage certificate; deed poll certificate; etc.

#### **Change of Competencies**

Competencies may be changed within the probationary period of training (30 days) and after discussion with the FGM Trainer and your Supervisor. Changes after this date require the signed agreement of all parties (trainee, employer and trainer) and the printing of a new Training Plan.

#### **Fees and Charges**

Fees are payable on completion of each competency of training. These are:

- Student Tuition – payable as the student component of training for students who are eligible for state government funding of training
- Fee for Service – payable as the training fee for students who are not eligible for state government funding of training.

Fees and charges can be paid by either your employer or yourself and should be discussed prior to signing of the Training Agreement.



Individual amounts are calculated in accordance with student eligibility for state government funding of the training.

### **Refund**

Please read the provided information and choose your course options wisely.

Should FGM cancel any course, participants are entitled to a full refund.

The individual circumstances of the student will be taken into account when assessing requests for refunds. No refund is available to participants who leave before finalising the course unless they can provide a medical certificate or show extreme personal hardship. If eligible for a refund the refund will be pro-rata, based on the nominal hours of the competencies not completed at the time of withdrawal or cancellation of the course.

Tuition Fees, monies paid in advance are placed into a separate bank account and are not accessed until the course commences. A relevant proportion of fees for the course will remain in the account until the course is completed, to ensure pro-rata refunds for eligible students are available.

### **Training Packages**

Training packages are developed by Skills Service Organisations (SSOs) and support Industry Reference Committees (IRCs) in their work to develop and review training packages to the training needs of an industry, or a group of industries. All of the qualifications delivered by FGM are nationally recognised and are contained within the AMP and FDF Training Packages.

### **Literacy, Language and Numeracy Needs (LLN)**

The trainee's level of Language, Literacy and Numeracy will be identified when developing a Training Plan and the trainee's strengths and weaknesses determined in these areas. FGM, Victoria will ensure that all training and assessment is at the level of skill required for the job. If you require assistance in LLN needs, please indicate on your enrolment form and discuss what specific assistance you require.

FGM trainers can supply extra assistance themselves or arrange more support if necessary through other agencies e.g. AASN (Australian Apprenticeship Support Network).

FGM Consultants recognises that all vocational training includes language, literacy and numeracy tasks and all FGM trainers and assessors provide:

- materials, resources and assessment tools and tasks that do not require clients to have language, literacy and numeracy skills of more complexity than those used in the workplace for the competencies being taught/assessed;
- Clear models of the LLN task;

Opportunities for repeated and supported practice; and

- Opportunities for independent practice.

### **LLN Support may include:**

Information obtained on enrolment form

Completion of LLN test

One on One discussion

Documentation of LLN learning problems on individual training plans or notes for file.

Where some clients require additional practice and training FGM provides LLN support.

Other sources of LLN support include:

- Centrelink – must be in receipt of Centrelink benefits



- AMES
- Daws program – Australian Apprenticeship Support Network
- Adult Education Resource and Information Service
- Australian Communication Exchange – dedicated to those who are deaf or have a hearing, speech or communication impairment
- Blind Citizens Australia
- National Accrediting Authority for Translators and Interpreters

### **Special Needs**

Where a Trainee is identified, as having special needs, FGM will assist in accessing further assistance for the Trainee. Assistance is also available by The Department.

### **Recognition of Prior Learning (RPL)**

Recognition of Prior Learning (RPL) is the recognition of individual competencies gained through other studies, training or experience at work, or from experience in everyday life. It tests the skills and knowledge that have been acquired through informal means rather than through a recognised educational institution. The granting of RPL status will allow for progression onto other areas of learning more quickly thus shortening the duration of the traineeship.

If you feel that you could apply for RPL toward your traineeship then please discuss it with your FGM Trainer and complete an application form.

### **Credit Transfer**

If you have completed other nationally recognised training you may be eligible to credit transfer any competencies you successfully completed.

A credit transfer of competencies will be granted by FGM where documentary evidence produced is:

- Achieved through a related and nationally recognised course of study.
- Equivalent to the competency's outcomes

Credit transfer will reduce the period of training by acknowledging the competencies receiving credit transfer and allowing progress onto other areas of training. The issue of Credit Transfer for competencies is to be discussed with the FGM Trainer on enrolment. To gain credit transfers please supply FGM with certified copies of previous certificates or qualifications.

## **5. Complaints and Appeals**

### **Complaints**

FGM has an open door policy regarding complaints and any other disputes regarding our service to our participants. An exact process is available to any participant with a complaint.

The first point of contact is your Trainer/Assessor. If the problem or complaint remains unresolved to the participant's satisfaction, the second point of contact is the Training Manager of FGM. Once a grievance is lodged with the Training Manager, it will be registered, as a complaint and appropriate action will then be instigated in line with our procedure. Participants will be given written notice of the action to be taken and if they are still dissatisfied, the grievance will be referred to an independent person or persons. The participant will receive written notification of the outcome of the appeal.



## Appeals

In the case where an assessment decision has been made and the participant wishes to appeal the decision, **an appeal form** should be completed. These forms can be obtained from the Trainer/Assessor or the Training Manager.

FGM undertakes to:

- Handle all complaints without prejudice or discrimination regardless of Race, Educational Status, Physical, Age, Gender, Religion or Medical Condition.
- Record all complaints reported.
- Assign a staff member to manage an individual case.
- If the complaint is of such a nature that it cannot be handled in-house, an independent person/panel will be assigned to handle the complaint.
- Resolve the case to a satisfactory conclusion for all parties as quickly as possible.
- Treat all issues as confidential and with complete discretion.
- Provide the outcome of the appeal in writing to the appellant.

**If a complaint remains unresolved, a trainee or employer may escalate their complaint to the VRQA or the National Complaints Hotline.**

**VRQA:** <http://www.vrqa.vic.gov.au/complaints/Pages/default.aspx>

**Email:** [vrqa@edumail.vic.gov.au](mailto:vrqa@edumail.vic.gov.au)

**National Complaints Hotline:**

**Phone:** 13 38 73 – Monday-Friday 8am-6pm nationally

## 6. Access and Equity

FGM's commitment to the principles of access and equity in vocational education and training gives practical expression to the VRQA goal of improving the knowledge, skills and quality of life for Victorians, having regard to the particular needs of target groups. In keeping with this commitment FGM will strive to ensure that its training and assessment programs are relevant, fair and inclusive. FGM will achieve this by promoting traineeships to the community in a manner that includes and reflects the diverse client population, to ensure that all prospective students are well informed on the options that are available to meet their individual training needs. FGM will implement fair educational programs and geographic resource allocation practices to maximise the participation of target groups. FGM will provide culturally inclusive LLN training that meets individual, community and industry needs. Enrolment and training is on a non-discriminatory basis, encouraging fair access for all.

### Assessment

Assessment of training includes a minimum of 3 of the following:

- Workplace observation
- Workplace demonstration
- Presentation / Written / Oral (including questioning whereby trainees must obtain a minimum score of 80% questions answered correctly )
- Review of training records
- Interview / discussion and Learning Checkpoint questions



- Referee report
- Workplace report review
- Examination
- Work history review
- Other form of evidence.

FGM satisfies the principles of assessment and rules of evidence:

- Valid
- Reliable
- Fair
- Sufficient
- Authentic
- Flexible
- Consistent.

All components of training are assessed to determine the trainee's level of:

- Underpinning knowledge
- Demonstrated skill and ability.

The “underpinning knowledge” is seen to be the academic information or what is known about the subject being assessed. While the “demonstrated skill and ability” is the practical expertise of being able to do the job.

Assessments can take the form of, responses to “Learning Checkpoint Questions”; assignments that are subject related; verbal subject discussions; or specific subject questioning. Additionally, on-the-job components of training can be demonstrated through practical application and questioning on the subject regarding trainee knowledge. Students are required to exhibit honesty and an ethical behaviour when undertaking assessment requirements of competencies.

Fraudulent and dishonest behaviour is unacceptable and may result in the cancellation of training.

An Apprenticeship/Traineeship Information Pack will be issued to you by the AASN.

## **7. Induction Information - Apprentice, Trainee and Employer**

This induction guide provides information on the topics that are expected to be covered with employers, apprentices and trainees during induction of parties entering apprenticeship and/or traineeship arrangements as required by VRQA and Higher Education and Skills Group (HESG).

### **Introduction**

The Department administers apprenticeships and traineeships in Victoria under authority of the *Education and Training Act 2006*.

The induction process is intended to help the parties make an informed decision about becoming or employing an apprentice or trainee.



## Introduction Topics to be covered

### 7.1 Roles of Service Providers

#### **Australian Apprenticeship Support Network (AASN)**

Australian Apprenticeship Support Networks are contracted by the Commonwealth Government to provide information, advice and assistance to employers, apprentices and trainees throughout the life of the contract, and to assess, approve and process the payment of Commonwealth payments. It is important to note that **only** Australian Apprenticeship Support Network can advise employers about their eligibility for Commonwealth payments. The employer can choose from a number of Australian Apprenticeship Support Network's. To find your nearest Australian Apprenticeship Support Network, visit the web site at <https://www.australianapprenticeships.gov.au/>

#### **7.2 Employer Eligibility Apprenticeships and Traineeships**

The Education and Training Reform Act 2006 (The Act) requires employers seeking to employ an apprentice or trainee to provide, or arrange to provide the facilities, range of work, adequate supervision and training required under the apprentice/trainee's training plan.

Specific requirements may apply to certain apprenticeships and traineeships, e.g. strict supervisory obligations are placed on electrical apprentices and trainees.

Parties should seek information from their Australian Apprenticeship Support Network or supervising RTO.

#### **7.3 Supervision**

The Act states that the employer of an apprentice or trainee must provide, or arrange to provide the facilities, range of work, adequate supervision and training required under the training plan for the apprentice or trainee. It is the employer's responsibility to establish and maintain adequate training supervisory arrangements.

The registration procedure for training contracts requires the completion of an Employer Resource Assessment. This Assessment includes a "Supervision Check" which requires the supervising RTO to confirm, amongst other things, that the employer satisfies the minimum requirement for adequate training supervision or has made arrangements to adequately supervise the apprentice/trainee.

#### **7.4 The Training Contract (Contract)**

Apprenticeships and traineeships are available under full-time and part-time employment or school-based arrangements. **Apprenticeships and traineeships are not permissible under casual employment arrangements.**

Entry to an apprenticeship or traineeship requires the parties to enter a formal contract to train. This occurs through the parties (the employer, the apprentice/trainee and, if the apprentice/trainee is under 18 years, the parent/guardian) completing a contract and lodging it with the chosen Australian Apprenticeship Support Network.

On receipt, the Australian Apprenticeship Support Network will ensure the contract has been fully and correctly completed and then, after the appropriate waiting period and after the development of a training plan, forward it to the department for registration. The training contract is a legally binding agreement between an employer and a person who is to be trained to achieve the apprenticeship or traineeship qualification stated in the contract. It formalizes the decision of the parties to enter an apprenticeship or traineeship. All parties to the contract must provide accurate and truthful information.

Failure to do so constitutes a breach of The Act, by entering a contract, all parties agree



to be bound by the conditions laid down within The Act and the contract. The major conditions, detailed within the contract are provided below.

## 7.5 Obligations of the Parties

### The employer must:

- Sign a contract
- Forward the completed contract to a Australian Apprenticeship Support Network within one month, at the latest, of expiry of the probation period
- Provide, or arrange to provide, the facilities, range of work and supervision to train the apprentice/trainee as specified in the training plan
- Deliver to the apprentice/trainee the training the employer is required to deliver under the training plan
- Pay the wages and provide the entitlements specified in the relevant employment agreement or award in accordance with the *relevant award*
- Discharge all other lawful obligations of an employer, including those related to safety
- Notify the HESG office in writing within 14 days of the following events
- An agreement by the parties to amend, temporarily assign or cancel the contract
- The sale or disposal of the business by the employer
- Dissolution of a partnership
- Belief that the apprentice/trainee is failing to make reasonable progress
- Belief the apprenticeship/traineeship will not be completed in the nominal term
- Notify the supervising RTO in writing within 14 days that the training, has been completed.

### The apprentice/trainee must:

- Observe the conditions of the relevant employment agreement or award
- Attend and perform work as directed by the employer
- Behave in a courteous and professional manner
- Obey all lawful commands
- Work towards achievement of the competencies of the training plan
- As instructed, undertake any training and assessment related to the training plan
- Maintain a record of training in their training plan
- Acknowledge that all workplace instructions and any other material which comes into the apprentice's/trainee's possession as a result of the training remains the property of the employer (except entitlements as determined by The Act)
- Acknowledge that all information obtained from the employer and given in circumstances of confidence must be kept confidential and not used or disclosed to any person without the express approval of the employer.

**Note: While the apprentice/trainee is under 18 years, the parent/guardian identified in the contract must ensure he/she upholds the responsibilities listed above. When the apprentice/trainee turns 18, the parent/guardian is no longer party to the contract.**

The contract ends on the signing of a completion agreement acknowledging the completion of the training.



## 7.6 Probationary Period

In recognising the challenges associated with parties contracting themselves for predetermined periods of employment and training, The Act provides for a "probationary period" for all apprenticeships and traineeships. Probation is generally for a period of between 30 and 90 days, depending on a number of variables. Local departmental offices and Australian Apprenticeship Support Networks can provide information on the appropriate probationary period for each apprenticeship and traineeship. From an employer's perspective, probation should be used to assess their willingness to commit to the apprentice/trainee for the duration of the apprenticeship or traineeship. The assessment should address issues such as the apprentice / trainee's work ethic, reliability and potential for success in the chosen program.

Apprentices and trainees should consider issues including:

- Their suitability for the apprenticeship/traineeship
- Their level of satisfaction with their choice of industry and training scheme
- Whether they feel able to commit themselves to the employer for the duration of the apprenticeship/traineeship
- Whether the industry offers them a future; and
- Their satisfaction with relevant industrial relations arrangements.

If, for any reason during probation, either party wish to withdraw from the training arrangement the right exists to unilaterally do so. **That right exists during probation only and expires with the expiry of the probationary period.** It is therefore imperative that the parties use probation wisely and for the purpose it is intended.

### Extension or Reduction of probationary period

The Act also makes provision for the probation period to be extended or reduced. Parties wishing to extend or reduce the probation period should approach their chosen Australian Apprenticeship Support Network, during probation, for information and guidance.

## 7.7 The Training Plan

There must be a training plan for every apprentice and trainee and if the person is under more than one contract, there must be a training plan for each apprenticeship and traineeship.

A training plan provides a structured approach to the development and attainment of skills for a particular qualification. A training plan must be negotiated and the contents agreed to by the apprentice/trainee, employer and RTO. The plan must be finalised during the probation period and signed by the parties. Supervising RTO's are funded by the department to assist the parties in identifying skill needs and to discuss the prioritising of skill attainment. A properly negotiated training plan will:

- Provide an opportunity to select what, how, where and when skills will be achieved.
- Provide a measure to assess the apprentice's/trainee's progress.
- Assist the parties to manage, plan and map the apprentice's/trainee's work rotation.
- Identify a timeframe by which skills must be demonstrated; and
- Detail the training methods to be undertaken and the monitoring arrangements (i.e. how and when assessment will occur).



## 7.8 Cancellation

Following expiry of the probationary period, parties to the contract forfeit their right to unilaterally withdraw from the contract. Once probation has expired, termination of the contract can only occur through:

- The mutual agreement of the parties, i.e. the employer, apprentice/trainee and where relevant, the parent/guardian; or

Prior to considering cancellation action, the parties should make every effort to resolve their differences. Apprentice Field Officers can assist in resolution negotiations.

## 7.9 Mutual Agreement

Should the parties mutually agree to cancellation of the contract, they must prepare and sign a written request to cancel and forward it to The Department. The request should nominate the reason for cancellation and the agreed date of cancellation. The cancellation takes effect on approval.

### Cancellation where the parties do not agree

If one party **only** wishes to withdraw from the contract an application for cancellation can be lodged with the department for its investigation. If, after the intervention of the department, the matter cannot be resolved it may be referred to the Apprentice Field Officers for consideration and determination. Whilst awaiting the decision of the Apprentice Field Officers, the employment and contract maintains its status as a legally binding agreement. Accordingly the parties are obliged to continue to honour their commitments under the contract.

### Determination of Apprentice Field Officers

Cancellation under this authority includes situations where:

- Party/ies are found to have provided false and/or misleading information
- The apprentice/trainee is found to have engaged in serious misconduct
- One or more of the parties is unable to meet their obligations under the contract; and
- Sale of the business where the purchaser is unwilling to maintain the contract.

## 8. Discipline

The Act, provides for the HESG to apply disciplinary measures against apprentices, trainees and employers it reasonably believes have engaged in misconduct.

Discipline can take the form of;

- Reprimand
- Fine
- An order to comply with the contract
- Suspension of an apprentice or trainee for up to 30 days; or
- Cancellation of the apprenticeship or traineeship, or in certain circumstances, a combination of these.

Formal discipline can result from situations where:

- The employer, apprentice or trainee fails to carry out a reasonable and lawful instruction
- Is absent from the employer's service without consent
- Is absent from training without proper consent
- Fails to participate in training provided under the training plan.



- Fails to make reasonable progress in training provided under the training plan; and/or
- causes serious damage or risk of serious damage, to the employer's business or business reputation

As soon as a party becomes aware that these or other discipline issues are evident, he/she should immediately contact the nearest office of the department to arrange intervention.

### 8.1 Serious Misconduct

The Act makes provision for an employer, who has a contract with an apprentice or trainee, to immediately suspend the apprentice or trainee for serious misconduct. Following the suspension the employer must, within five working days, make application to the HESG to cancel the Training Contract. The Act clearly defines the types of behaviour to which this provision applies and sets strict timeframes for the employer to advise the apprentice/trainee and HESG of the suspension. The suspension is effective until the The Department decides the application to cancel the contract. If HESG refuses to cancel the contract, the suspension is taken not to have occurred and the employer must immediately;

- **Resume training the apprentice or trainee; and**
- Reimburse the apprentice or trainee for wages lost during the suspension period.

The Act defines serious misconduct as:

- Theft, assault, fraud
- Being under the influence of drugs or alcohol at work
- Causing imminent risk of serious bodily injury or work caused illness or a dangerous event happening; and/or
- Behaving in a way that is inconsistent with the continuation of a registered contract.

It is advisable before an employer takes action to suspend an apprentice or trainee for serious misconduct that they Australian Apprenticeship Support Network and discuss the matter.

### 8.2 Entitlements

The employer must pay the wages and provide the entitlements specified in relevant industrial relations arrangements, award, certified agreement .The department has a Victorian wide information service, which provides information on State and Federal awards, agreements, wage rates and conditions for apprentices and trainees. This service can be accessed via Fair Work Australia by telephoning 1300 799 675.

**Note: Industrial arrangements may vary for apprentices and trainees employed under Federal industrial jurisdiction.**

### 8.3 Temporary Inability of the Employer to Provide Work

The Act provides for employers, who are temporarily unable to provide the training stated in the training plan to seek a temporary stand down of the apprentice/trainee. Approved temporary stand down provides for periods of unpaid absence from work and will result in a reduction of the apprentice's/trainee's entitlements and the employer's obligations – **for the period of approval**. All applications of this nature should be addressed to the Australian Apprenticeship Support Network or HESG.



#### 8.4 Parent/Guardian's Role and Responsibilities

Many minors seek entry to apprenticeships and traineeships. A parent or guardian is required to be a party to the contract if the apprentice/trainee is under the age of 18 years **at the date of signing the contract**. The parties must sign the contract before the probationary period ends. The parent or guardian maintains the status of "party" to the contract while the apprentice/trainee remains under 18 years. Once the apprentice/trainee reaches 18 years, the guardian loses that status.

Any decision or action that materially affects the apprentice/trainee or the status of the contract must occur in consultation with the guardian. As a party to the contract, the parent or guardian must ensure that the apprentice/trainee upholds all of the responsibilities attached to the contract, whilst the apprentice/trainee is less than 18 years. In some cases a person, other than a parent or legal guardian, may be nominated by the apprentice/trainee to act as a guardian.

#### 8.5 Extensions

If the nominal term of a registered contract is to end before the apprentice or trainee has completed all training and/or achieved all of the required competencies within the training plan, **either or both of the parties** must apply in writing to HESG to extend the nominal term. The Council may extend the nominal term, by a **reasonable** time, if it believes the apprentice or trainee can complete training in the extended nominal term.

#### 8.6 Reductions and Completions

Completion is instigated by the employer and the apprentice/trainee agreeing that all necessary training, required under the training plan to be delivered by the employer, has been completed and notifying the supervising RTO of that agreement. The supervising RTO has the responsibility of advising the department that completion has occurred. The supervising RTO must be satisfied that the apprentice/trainee possesses the necessary skills and competencies and must issue the appropriate qualification or statement of attainment prior to advising the department.

#### 8.7 Notifiable Events

The Act places an obligation on employers to provide written notice to HESG, within 14 days, of the occurrence of a "notifiable event". Notifiable events relate to registered contracts and include situations where

- **The parties agree to**
  - Amend the contract
  - Temporarily assign the contract, or
  - Cancel the contract
  - The employer sells or disposes of the employers business to a purchaser who agrees to continue to train the apprentice/trainee under the contract.
  - The employer is a partnership and the partnership is dissolved.

#### 8.8 Modes of Delivery

This refers to the way in which the chosen supervising RTO delivers training. The mode of delivery for an apprenticeship or traineeship can be negotiated with the chosen supervising RTO or can be one of the factors, which influences the choice of provider. Available delivery modes include "off-the-job" and "flexible delivery". Off-the-job delivery, including block release, requires the apprentice or trainee to be withdrawn from routine work processes to undertake structured training. This training may take place at a training institution or at another location, which may include the workplace of the employer that is confirmed by the supervising RTO as meeting minimum physical



requirements for training. Off-the-job delivery is supported and reinforced by experiential learning on the job. Flexible delivery can involve work-based delivery, a combination of work-based and off-the-job delivery or may involve distance learning methodologies or use of technology to deliver training and undertake assessment. Flexible delivery is supported and reinforced by experiential learning on the job. Flexible delivery arrangements must be fully detailed and agreed by the parties and included in the training plan. Work-based delivery involves the apprentice or trainee acquiring competencies as part of normal work. Work-based delivery needs to be structured to ensure the apprentice or trainee acquires the full range of competencies and underpinning knowledge required to gain the qualification.

### 8.9 Incentives

Employers of apprentices and trainees may be eligible for Commonwealth incentives. Eligibility criteria apply and contact should be made with Australian Apprenticeship Support Network's for further information.

### 8.10 Fraud

Training contracts are approved by the department on the basis of information provided and confirmed by the employer and apprentice/trainee within that document. The approved contract constitutes a legal agreement for employment and training. Should any registered contract be found to contain "**false or misleading information**", the original approval may be repealed. In this event, the Commonwealth and/or State may take action:

- to recover funds paid to supervising RTO's for training delivered to "illegal" apprentices/trainees
- to recover any Commonwealth incentives/subsidies paid
- to prosecute for breaches of relevant State and Federal legislation including The Act and
- as further deemed appropriate. Similarly, the Act places various obligations on parties who enter and/or conduct vocational education and training arrangements within Victoria. Parties found to be in breach of their legislated obligations are subject to prosecution under the Act.

Any party requiring information on the Act or further detail on any of the matters addressed above are encouraged to:

1. Access "Apprenticeship/Traineeship Information Pack issued to you by the Australian Apprenticeship Support Network
2. Approach their chosen Australian Apprenticeship Support Network; or
3. Contact HESG.



## 9. Essential Web Addresses

<b>Legislation (Act, Regulations, Code of Practice)</b>	<b>Contact Website</b>
Australian Apprenticeship Scheme (National)	<a href="http://www.australianapprenticeships.gov.au">www.australianapprenticeships.gov.au</a>
Higher Education and Skills Group	<a href="http://www.vic.gov.au/contractsandservices/directory">www.vic.gov.au/contractsandservices/directory</a>
Privacy Legislation	<a href="http://www.privacy.vic.gov.au">www.privacy.vic.gov.au</a>
Worksafe Victoria	<a href="http://www.worksafe.vic.gov.au">www.worksafe.vic.gov.au</a>
National Occupational Health & Safety	<a href="http://www.nohsc.gov.au">www.nohsc.gov.au</a>
Department of Health Victoria	<a href="http://www.health.vic.gov.au/foodsafety">www.health.vic.gov.au/foodsafety</a>
Department of Education, Employment and Workplace Relations	<a href="http://education.gov.au/">http://education.gov.au/</a>
Racial Discrimination Act, Sex Discrimination Act, Human Rights & Equal Opportunity Act, Privacy Act, Disability Act	<a href="http://www.hreoc.gov.au/">http://www.hreoc.gov.au/</a>
Charter of Human Rights and Responsibilities Act 2006	<a href="http://www.austlii.edu.au/au/legis/vic/consol_act/cohrara2006433/">http://www.austlii.edu.au/au/legis/vic/consol_act/cohrara2006433/</a>
Disability Act 2006	<a href="http://www.dhs.vic.gov.au/for-individuals/disability/your-rights/disability-act-2006">http://www.dhs.vic.gov.au/for-individuals/disability/your-rights/disability-act-2006</a>
Child Well Being and Safety Act	<a href="http://www.austlii.edu.au/au/legis/vic/consol_act/cwasa2005218/">http://www.austlii.edu.au/au/legis/vic/consol_act/cwasa2005218/</a>
Education and Training Reform Act 2006	<a href="http://www.vcaa.vic.edu.au/Documents/vet/A-Guide-to-Apprenticeships-and-Traineeships-Fifth-Edition-June-2011.pdf">http://www.vcaa.vic.edu.au/Documents/vet/A-Guide-to-Apprenticeships-and-Traineeships-Fifth-Edition-June-2011.pdf</a>
Scope of Registration	<a href="http://www.training.gov.au">www.training.gov.au</a>
VRQA Guidelines	<a href="http://www.vrqa.vic.gov.au/registration/Pages/vetqualitydef.aspx">http://www.vrqa.vic.gov.au/registration/Pages/vetqualitydef.aspx</a>
Mintrac	<a href="http://www.mintrac.net.au/">http://www.mintrac.net.au/</a>