



Queensland Institute for Aviation Engineering Pty Ltd

**INFORMATION GUIDE FOR
EMPLOYERS AND
APPRENTICES
UNDER USER CHOICE
CONTRACTS**

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TABLE OF CONTENTS

INTRODUCTION.....	4
INDUCTION TOPICS TO BE COVERED	4
Roles of Service Providers.....	4
Australian Apprenticeships Centres.....	4
Supervising Registered Training Organisations.....	5
The Department of Education and Training	5
EMPLOYER ELIGIBILITY	5
Apprenticeships and Traineeships	5
SUPERVISION.....	5
THE TRAINING CONTRACT.....	6
OBLIGATIONS OF THE PARTIES.....	6
PROBATIONARY PERIOD	8
Termination During Probation.....	8
Extension Or Reduction Of Probationary Period.....	8
THE TRAINING PLAN	9
TRAINING RECORD	9
LANGUAGE, LITERACY AND NUMERACY	9
CANCELLATION.....	10
Mutual Agreement.....	10
Cancellation Where the Parties Do Not Agree	10
Determination of the Training and Employment Recognition Council.....	10
DISCIPLINE	11
SERIOUS MISCONDUCT.....	11
THE CONCILIATION MEDIATION AND SPECIAL NEEDS PROGRAM.....	12
ENTITLEMENTS.....	12
TRAVEL AND ACCOMMODATION SUBSIDY	13
TEMPORARY INABILITY OF THE EMPLOYER TO PROVIDE WORK	13
PARENT'S/GUARDIAN'S ROLE AND RESPONSIBILITIES.....	14
EXTENSIONS	14

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REDUCTIONS AND COMPLETIONS.....	15
NOTIFIABLE EVENTS	15
USER CHOICE ARRANGEMENTS.....	16
MODES OF DELIVERY	16
FEES AND CHARGES	16
Workbooks	17
APPLICATION FOR REFUND.....	19
EXISTING WORKERS' POLICY	19
INCENTIVES.....	19
FRAUD.....	19
INFORMATION SHEETS.....	20
CONCLUSION	20
STATEWIDE DET OFFICES	21

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INTRODUCTION

The Department of Education and Training (DET) administers apprenticeships and traineeships in Queensland under authority of the Vocational Education Training and Employment Act 2000.

Queensland Institute for Aviation Engineering has developed this guide in the delivery of induction information to employers, apprentices and/or trainees entering apprenticeship or traineeship arrangements in Queensland. It provides information on the topics that are to be covered during induction.

The topics in the guide should be discussed with the employer, apprentice/trainee and guardian (if applicable) early in the probationary period. The induction process is intended to help the parties make an informed decision about becoming or employing an apprentice or trainee.

QIAE as a “*User Choice Contract*” holder manages a “*User Choice Contract*” with The Queensland State Government’s Department of Education and Training (DET). Queensland Institute for Aviation Engineering is a Supervising Registered Training Organisation (SRTO), providing training for Apprentices and Licenced Engineers to the Aviation Industry.

Some of the conditions of a “*User Choice Contract*”, which Queensland Institute For Aviation Engineering is obliged to comply with, include:

- delivering only approved training that complies with *Nationally Endorsed Standards*
- maintaining a *Quality System* of training
- ensuring employers and apprentices are kept aware of contractual obligations
- conducting an induction program relating to User Choice arrangements
- in consultation with the employer, formulate a Training Plan for each student
- providing a Training Record Book to each student to record competencies achieved
- scheduling all training in consultation with employers
- assist students and employers in any way to ensure training and assessment is applicable, valid and consistent
- conducting pre-course Language, Literacy and Numeracy tests.

INDUCTION TOPICS TO BE COVERED

Roles of Service Providers

Australian Apprenticeships Centres

Australian Apprenticeships Centres are contracted by the Commonwealth Government to provide information, advice and assistance to employers, apprentices and trainees throughout the life of the training contract, and to assess, approve and process the payment of Commonwealth payments. It is important to note that only Australian Apprenticeships Centres can advise employers about their eligibility for Commonwealth payments. The employer can choose from a number of Australian Apprenticeships Centres. To find your nearest Australian Apprenticeships Centre, call the ***Australian Apprenticeships Referral Line*** on **13 38 73**.

Supervising Registered Training Organisations

There must be a Supervising Registered Training Organisation (SRTO) for each apprentice and trainee, in this case Queensland Institute for Aviation Engineering. Queensland Institute for Aviation Engineering will facilitate the development and delivery of the training plan and provide information and advice about apprenticeships and traineeships. The employer and apprentice/trainee can choose from a number of User Choice contracted Supervising Registered Training Organisations. For a list of registered training organisations with a User Choice contract, contact the local Department of Education and Training office on **1300 369 935** or visit the website at: www.trainandemploy.QLD.gov.au.

The Department of Education and Training

The Department of Education and Training (DET) is the *only* authority with the State legislative responsibility to approve, refuse, amend, monitor and regulate apprenticeships and traineeships in Queensland. The Department works cooperatively with Australian Apprenticeships Centres and Supervising Registered Training Organisations in exercising this authority. The parties to a training contract may raise any issue or concern regarding the apprenticeship or traineeship, or the provision of services, with either a Australian Apprenticeships Centre, Queensland Institute for Aviation Engineering or directly with the local office of the Department. For more information contact the Department's Training Line on **1300 369 935** or the Apprenticeship Information number on **1800 210 210**.

EMPLOYER ELIGIBILITY

Apprenticeships and Traineeships

The Vocational Education Training and Employment Act 2000 requires employers seeking to employ an apprentice or trainee to provide, or arrange to provide the facilities, range of work, supervision and training required under the apprentice's/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 Apprenticeships Centre or Queensland Institute for Aviation Engineering.

SUPERVISION

The Vocational Education Training and Employment Act 2000 states that the employer of an apprentice or trainee must provide, or arrange to provide the facilities, range of work, 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.

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The ratio of apprentices in an apprenticeship calling who may be employed in an establishment is set at one apprentice to each tradesperson employed in the apprenticeship calling within the establishment. The allowable ratio can vary with some trades.

Similarly, the ratio of trainees to qualified persons is set at one trainee to each qualified person. Employers may apply to the Training and Employment Recognition Council to exceed the ratio for both apprentices and trainees.

The matter of access to supervision by the apprentice or trainee is important in the context of adequate supervision. The minimum requirement for the provision of adequate training supervision of apprentices and trainees states, "the tradesperson or qualified person designated to supervise the apprentice or trainee is required to be permanently engaged at the same workplace as the apprentice/trainee and be predominantly employed during the same working hours as the apprentice/trainee".

The registration procedure for training contracts requires the completion of an Employer Resource Assessment. This Assessment includes a "*Supervision Check*" which requires Queensland Institute For Aviation Engineering 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.

THE TRAINING 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 training contract and lodging it with the chosen Australian Apprenticeships Centre.

On receipt, the Australian Apprenticeships Centre will ensure the training 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 formalises 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 Vocational Education Training and Employment Act 2000.

By entering a training contract, all parties agree to be bound by the conditions laid down within the Vocational Education Training and Employment Act 2000 and the training contract. The major conditions, detailed within the training contract are provided below.

OBLIGATIONS OF THE PARTIES

The Employer must:

- sign a training contract during the probationary period;
- forward the completed training contract to a Australian Apprenticeships Centre within

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- 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 Industrial Relations Act 1999;
- discharge all other lawful obligations of an employer, including those related to safety;
- notify the nearest Department of Education and Training office in writing within 14 days of the following events:
 - an agreement by the parties to amend, temporarily assign or cancel the training 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; or
 - belief the apprenticeship/traineeship will not be completed in the nominal term.
- notify Queensland Institute For Aviation Engineering in writing within 10 days of both employer and apprentice/trainee agreeing that the training required to be delivered by the employer, under the training plan, 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 record book;
- 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 Vocational Education Training and Employment Act 2000; and
- 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 training 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 training contract ends on the signing of a completion agreement acknowledging the completion of the training. It can also end upon decision by the Training and Employment Recognition Council.

PROBATIONARY PERIOD

In recognising the challenges associated with parties contracting themselves for predetermined periods of employment and training, the Vocational Education Training and Employment Act 2000 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 Apprenticeships Centres 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's/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.

Termination During Probation

The Act requires that the party seeking to terminate during probation provide one week's notice. Otherwise:

- An apprentice or trainee who terminates without giving the required notice loses an amount equal to one week's wages to the employer.
- An employer who terminates without giving the required notice must pay the apprentice or trainee an amount equal to one week's wages.

The Vocational Education Training and Employment Act 2000 requires employers to offer reinstatement to apprentices and trainees who were employed by that employer (in other than casual arrangements) immediately prior to commencing their training and whose apprenticeship/traineeship does not survive the probation period.

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 Apprenticeships Centre, during probation, for information and guidance.

THE TRAINING PLAN

There must be a training plan for every apprentice and trainee and if the person is under more than one training 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 Queensland Institute For Aviation Engineering. The plan must be finalised during the probation period and signed by the parties. Queensland Institute For Aviation Engineering will assist the parties in identifying skills and needs to prioritise 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).

TRAINING RECORD

Queensland Institute For Aviation Engineering will issue a training record to apprentices and trainees within 14 days of the first training block. The purpose of the training record is to record the achievement of competencies agreed within the training plan. This record is an important document that must be kept by apprentices and trainees throughout their training program and given to the employer and Queensland Institute For Aviation Engineering for inspection and to have entries updated, on a regular basis.

The training record belongs to the apprentice/trainee and may be used to:

- show employers what training they have completed;
- gain credit or exemptions in another training course;
- assist in preparing future job applications;
- determine his/her competency levels thereby supporting eligibility or ineligibility for wage progression;
- confirm completion of the training program and his/her eligibility for issue of a qualification; and
- assess skill levels should competency be the subject of dispute between the apprentice/trainee and the employer.

Failure to maintain and produce a training record constitutes "*misconduct*" under the Act.

LANGUAGE, LITERACY AND NUMERACY

In order to comply with User Choice Contractual obligations, Queensland Institute for Aviation Engineering will conduct Language, Literacy and Numeracy (LLN) testing prior to the commencement of training. LLN testing will identify any individual deficiencies.

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If problem areas are identified, Queensland Institute for Aviation Engineering in conjunction with Department of Education and Training will implement an action plan focused on rectifying the matter by way of tuition for the individual. Employers will be notified of any action taken regarding language, literacy and/or numeracy tuition.

Queensland Institute for Aviation Engineering has established a comprehensive policy regarding testing and further relevant information can be obtained by contacting the Queensland Institute for Aviation Engineering Administration Section.

CANCELLATION

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

- The mutual agreement of the parties, i.e. the employer, apprentice/trainee and where relevant, the parent/guardian; or
- Where the parties do not agree, application made to the Training and Employment Recognition Council, which will decide the matter; or
- Determination of the Training and Employment Recognition Council.

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

Mutual Agreement

Should the parties mutually agree to cancellation of the training contract, they must prepare and sign a written request to cancel and forward it to their nearest departmental office. The request should nominate the reason for cancellation and the agreed date of cancellation. The cancellation takes effect on approval by the Training and Employment Recognition Council.

Cancellation Where the Parties Do Not Agree

If one party **only** wishes to withdraw from the training 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 Training and Employment Recognition Council for consideration and determination.

Whilst awaiting the decision of the Training and Employment Recognition Council, the employment and training 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 the Training and Employment Recognition Council

Cancellation under this authority includes situations where:

- Party(s) are found to have provided false and/or misleading information to the Training and Employment Recognition Council;
- The apprentice/trainee is found to have engaged in serious misconduct;

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- One or more of the parties is unable to meet their obligations under the training contract; and
- Sale of the business where the purchaser is unwilling to maintain the training contract.

DISCIPLINE

The Vocational Education Training and Employment Act 2000 provides for the Training Recognition Council to apply disciplinary measures against apprentices, trainees and employers it reasonably believes have engaged in misconduct. Discipline can take the form of:

1. reprimand;
2. fine;
3. an order to comply with the contract;
4. suspension of an apprentice or trainee for up to 30 days; or
5. 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;
- the employer, apprentice or trainee does not keep a training record as prescribed or fails to produce that training record on request;
- the employer and/or Queensland Institute for Aviation Engineering fail to keep the record accurate and up to date by entering particulars; and

Where the apprentice or trainee: -

- 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.

SERIOUS MISCONDUCT

The Act makes provision for an employer, who has a training 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 Training and Employment Recognition Council to cancel the Training Contract.

The Act clearly defines the types of behavior to which this provision applies and sets strict timeframes for the employer to advise the apprentice/trainee and the Council of the suspension. The suspension is effective until the Training and Employment Recognition Council decides the application to cancel the training contract.

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If the Council refuses to cancel the training contract, the suspension is taken not to have happened 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 training contract.

It is advisable before an employer takes action to suspend an apprentice or trainee for serious misconduct that they contact their local Department of Education and Training office and discuss the matter with a Training Consultant.

THE CONCILIATION MEDIATION AND SPECIAL NEEDS PROGRAM

The Conciliation, Mediation and Special Needs Program, operated by the Department, aims to assist parties to the training contract in achieving successful completion of training. This is done through individual interventions and consultative processes. The focus is on:

- special needs associated with disability or learning difficulties;
- workplace related seminars or consultations to improve practices for training of apprentices and trainees; and
- dispute resolution and communication issues.

The program can provide individual interventions to address communication, behavioral and conflict issues. It is imperative that contact occurs as early as possible as a successful outcome is more likely.

Senior Training Support Consultants (psychologists or social workers) and Training Support Officers provide assistance as required. These officers operate under the authority of the Vocational Education Training and Employment Act 2000 and can be contacted by approaching the local Department office.

ENTITLEMENTS

The employer must pay the wages and provide the entitlements specified in relevant industrial relations arrangements (award, certified agreement or order) in accordance with the Industrial Relations Act 1999. The Department has a Queensland 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 by telephoning 13 13 94.***

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Time spent by an apprentice or trainee in undertaking an approved course of instruction or qualification, up to the maximum number of hours specified in the approval, is taken to be paid time. This applies irrespective of the way the course is delivered.

Parties requiring further information on this topic should contact *Fair Work*.

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

TRAVEL AND ACCOMMODATION SUBSIDY

The Queensland Department of Education and Training provides financial assistance to apprentices and trainees who are required to travel away from their usual place of residence to attend training with their supervising registered training organisation, i.e. college.

To be eligible for these subsidies, the apprentice or trainee must travel at least 100 kilometers (round trip). The subsidies are paid for travel to the closest supervising registered training organisation that is able to deliver the training program. Eligible apprentices and trainees may receive assistance for their travel to and from required training and, where training is undertaken on a block release basis, for a daily accommodation subsidy during that training.

Travel distances are calculated by the department electronically. Travel distances are based on the shortest possible road distance from the claimant's usual place of residence (i.e. current residential address) to the location of the supervising registered training organisation they attended, and return.

Only the travel subsidy may be claimed for day release attendance. Persons receiving the Commonwealth Living Away From Home Allowance may only claim from the 'Away from Home' address.

Further information (including travel and accommodation subsidy claim forms, current subsidy rates, and the address to which completed forms should be sent for processing) is available by telephoning Training Queensland on 1300 369 935 or on the department's website at www.apprenticeshipsinfo.QLD.gov.au/infosheets_forms_resources/forms.html.

Subsidies are paid on completion of the training. Before processing, claim forms must be verified by the Supervising Registered Training Organisation attended, to confirm actual attendance dates. Please note that delays in processing payment may occur if claim forms are incomplete or incorrect information is given.

TEMPORARY INABILITY OF THE EMPLOYER TO PROVIDE WORK

The Vocational Education Training and Employment Act 2000 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/trainees entitlement(s) and the employer's obligations – **for the period of approval**. All applications of this nature should be addressed to the nearest office of the Department, for investigation.

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Temporary stand down of an apprentice/trainee can be approved for a maximum period of 30 days and may be applied for the whole of that period **or** applied for a stated number of working days within the period. A temporary stand down that provides for a stated number of days within the approved period allows the employer to employ an apprentice/trainee on ordinary wages for fewer days than those specified in the relevant Industrial Award/Agreement etc.

Applications must be lodged prior to the proposed commencement of temporary stand down, as retrospective applications cannot be considered. The apprentice/trainee would be entitled to pay for any period of unauthorised stand down. Approval will **not** be given in cases where necessary off job training for the apprentice/trainee can be arranged.

One alternative to temporary stand down is the "Temporary Assignment" (transfer) of the apprentice/trainee to another employer or group training company. Applications for approval must be made to the nearest office of the Department.

PARENT'S/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 training contract if the apprentice/trainee is under the age of 18 years **at the date of signing the training contract**. The parties must sign the contract before the probationary period ends. The parent or guardian maintains the status of "party" to the training 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 training contract must occur in consultation with the guardian. As a party to the training contract, the parent or guardian must ensure that the apprentice/trainee upholds all of the responsibilities attached to the training contract, whilst the apprentice/trainee is less than 18 years of age.

In some cases a person, other than a parent or legal guardian, may be nominated by the apprentice/trainee to act as a guardian. If this situation arises, the prospective guardian will need to obtain Training and Employment Recognition Council approval.

EXTENSIONS

If the nominal term of a registered training 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 the Training and Employment Recognition Council 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.

Employers are required to report **notifiable events** to the Department within 14 days of the event happening. Cases where the employer **decides** training cannot be completed within the nominal term are identified by the Act as "notifiable events". Employer's awareness of an apprentice's/trainee's inability to complete training, within the nominal term, should occur well before the nominal completion date.

REDUCTIONS AND COMPLETIONS

Under previous legislation, provision existed for parties to apply for a reduction in the nominal term of the contract. The Vocational Education Training and Employment Act 2000, now includes reductions within a simplified completion process.

Completion is now 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 Queensland Institute for Aviation Engineering of that agreement. Queensland Institute for Aviation Engineering has the responsibility of advising the Department that completion has occurred. Queensland Institute for Aviation Engineering 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.

Upon receipt of advice from Queensland Institute for Aviation Engineering that it has issued the appropriate qualification, and subject to certain criteria being met, the Training and Employment Recognition Council will then issue the Completion Certificate to the apprentice/trainee.

NOTIFIABLE EVENTS

The Vocational Education Training and Employment Act 2000 places an obligation on employers to provide written notice to the Training and Employment Recognition Council, within 14 days, of the occurrence of a "notifiable event". Notifiable events relate to registered training 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 employer's business to a purchaser who agrees to continue to train the apprentice/trainee under the training contract;
- the employer is a partnership and the partnership is dissolved;
- the employer decides:
 - the apprentice/trainee is failing to make reasonable progress in the training for the apprenticeship or traineeship; or
 - the training cannot be completed within the nominal term of the contract.

Parties requiring more information on this topic should approach their chosen Australian Apprenticeships Centre, contact their nearest office of the Department of Education and Training or access the Department's information sheet web site at:
www.apprenticeshipinfo.QLD.gov.au/infosheets_forms_resources/infosheets/index.html.

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USER CHOICE ARRANGEMENTS

User Choice arrangements allow parties to a training contract to select the contracted Supervising Registered Training Organisation of their choice, in this case Queensland Institute for Aviation Engineering.

Under User Choice, the parties are free to choose the provider which best suits their needs – the only requirements being that the chosen provider is registered to deliver the program and has a User Choice contract with the Department for that delivery.

In addition to this flexibility, User Choice also provides for parties to:

- choose a Supervising Registered Training Organisation other than the one which has marketed the apprenticeship or traineeship;
- determine the chosen Supervising Registered Training Organisation on the basis of which one best suits the enterprise needs. This determination would consider issues such as the breadth of modules, competencies or programs available and options relating to the modes of delivery offered; and
- change Supervising Registered Training Organisations part way through the training arrangement. This change could result from dissatisfaction with the service or delivery provided by the original provider.

MODES OF DELIVERY

This refers to the way in which Queensland Institute For Aviation Engineering delivers training.

The mode of delivery for an apprenticeship or traineeship can be negotiated with Queensland Institute for Aviation Engineering 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.

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.

FEES AND CHARGES

Every apprentice and some trainees will be required to pay fees relating to their college training. Criteria relating to the maximum fees payable and to exemptions from fees exist. Queensland Institute for Aviation Engineering will discuss these issues with all parties as required. QIAE will raise an invoice to the Employer, unless otherwise stipulated.

The applicable fees for courses conducted at Queensland Institute For Aviation Engineering are: -

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- **Student Contribution Fees:** \$1.55 per nominal hour for the subject.

School-Based Apprentices or Trainees are subject to 100% exemption from Student Contribution Fees.

Prospective students, including apprentices, may not enroll unless they: -

- pay the applicable fees and any other associated charges; or
- have their fees paid on their behalf, or
- enter into QIAE's installment plan for the payment of fees and charges.

Enrolment will only be completed and a person considered a student when: -

- a receipt for all applicable fees and charges has been issued in acceptance of monies paid, or
- an installment plan is negotiated and approved by Management or other delegated officer.

Workbooks

A Loan arrangement to Apprentices is in place for all QIAE Part 66 workbooks used during the Apprentices training blocks. Each book has been allocated a library number and provided it is returned to QIAE administration in an UNMARKED Condition, no charge will be incurred.

CASA Examinations

All "Special Sitting" CASA Examinations conducted at QIAE are \$140.00.

A Tuition fee of \$60.00 per CASA subject is also required, in addition to the CASA examination fee of \$140.00, if students wish to sit the CASA basic examination. This tuition fee caters for the "Top-up" component from Certificate IV to Diploma level.

Due to CASA'S examination processing requirements, the examination request must be sent the Monday - "THREE WEEKS" prior to start date. For further information regarding payment of the CASA examination, please contact QIAE Administration for assistance.

Additional CASA LAME Modules

Students wishing to enroll in additional CASA LAME modules outside their Apprentice Competencies will be required to pay the standard QIAE's published LAME price.

Refund of Fees

Fee for Service. QIAE recognises that it's Fee for Service courses can place considerable financial burden on students and is committed to ensuring that the interests of students is a priority. However, it is also acknowledged that QIAE needs to protect its financial interests by ensuring that class sizes are maintained.

QIAE will refund prepaid fees strictly according to the following policy:

QUEENSLAND INSTITUTE FOR AVIATION ENGINEERING PTY LTD

Students will be eligible for a **full refund** if:

- The course is cancelled by QIAE,
- They suffer a debilitating injury or illness prior to commencement and notify QIAE prior to the commencement date, or
- They withdraw from course outside 90 days from course commencement date.

NOTE: The original payment can be used as credit towards that course at a future date within twelve (12) months of initial payment.

Students may apply for and be granted a **partial refund** of fees if:

- They suffer an illness or injury or other exceptional circumstance preventing completion of the course;
- It is mutually agreed between a student and QIAE that it is not in the student's best interest to continue through lack of progress, inability to cope with the demands of the course or otherwise; or
- They cancel enrolment less than two weeks after the commencement date.

Each case will be assessed on its merits but partial refunds in any case will not normally exceed 60% of the full fee.

Note: A student who is required to withdraw from the course as a result of serious breach of institute rules will not be entitled to a refund of fees under any circumstance.

This policy applies also to students who choose to pay under an installment plan.

Student Contribution Fees: In cases where students are paying Student Contribution Fees, the following refund policy shall apply.

QIAE will apply a 60% exemption where a student falls into one or more of the following categories:

- The student was or will be under 17 at the end of February in the year in which the RTO provides training, and the student has not completed Year 12;
- The student holds a Health Care Card or Pensioner Card issued under Commonwealth law, or is the partner or a dependent of a person who holds a Health Care Card or a Pensioner Concession Card, and is named on the card;
- The student issues the RTO with an official form under Commonwealth law confirming that the student, his or her partner or the person of whom the student is dependent, is entitled under a Health Care Card or Pensioner Concession Card; or
- The student is an Aboriginal or Torres Strait Islander person.

Where payment of the Student Contribution Fees would cause extreme financial hardship, QIAE may exempt the student from paying this fee. Written applications for total exemption from the Student Contribution Fees, detailing the circumstances of the financial hardship, are to be submitted to Management.

Full refunds of Student Contribution Fees will apply if training delivery was not commenced at the time of cancellation.

QUEENSLAND INSTITUTE FOR AVIATION ENGINEERING PTY LTD

A proportionate refund will apply if training delivery was commenced at the time of cancellation.

APPLICATION FOR REFUND

Request for Refund application forms are available from the administration office and must be lodged with supporting documentation as appropriate.

EXISTING WORKERS' POLICY

Historically, the Queensland Government has funded the majority of training cost for all apprentices and trainees. However, under the Department's policy for "Existing Workers in Apprenticeships and Traineeships", traineeships are prioritised for young people and first time entrants to the workforce. Consequently, funding will not be provided for trainees who were employed by the employer for more than three months full-time or 12 months part-time/casual immediately prior to commencing the traineeship. In these circumstances the parties can still enter a traineeship but training costs will need to be met by the employer or trainee.

The policy has no effect on apprenticeships and the Department will continue to meet costs associated with apprenticeship training.

INCENTIVES

Employers of apprentices and trainees may be eligible for Commonwealth Entry Level Training incentives from the State Government. Eligibility criteria apply and contact should be made with Australian Apprenticeships Centres for further information.

FRAUD

As mentioned earlier in this document, the Department of Education and Training administers apprenticeships and traineeships under authority of the Vocational Education Training and Employment Act 2000.

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 training contract constitutes a legal agreement for employment and training.

Should any registered training 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 registered training organisations 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 Vocational Education Training and Employment Act 2000; and
- as further deemed appropriate.

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Similarly, the Act places various obligations on parties who enter and/or conduct vocational education and training arrangements within Queensland. 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 the Department's Information Sheet web site at www.apprenticeshipsinfo.QLD.gov.au/infosheets_forms_resources/infosheets/index.html;
2. approach their chosen Australian Apprenticeships Centre; or
3. contact their nearest office of the Department of Education and Training.

INFORMATION SHEETS

Further information on these topics may be obtained by accessing the Department's "*Information Sheets*" site on:

www.apprenticeshipsinfo.QLD.gov.au/infosheets_forms_resources/infosheets/index.html

The Information Sheets site contains information on the broader issues associated with apprenticeships and traineeships and you are encouraged to become familiar with the topics and issues addressed.

CONCLUSION

Queensland Institute For Aviation Engineering conducts a thorough induction program for each student upon arrival and during the first block of training. This program covers all aspects of training along with pathways for progression within the industry. Students will receive a handbook on arrival for their first block. Students are urged to read the contents of this information guide and the student handbook.

QUEENSLAND INSTITUTE FOR AVIATION ENGINEERING PTY LTD

STATEWIDE DET OFFICES

Head Offices

Employment Initiatives

Level 5, Neville Bonner Building, PO Box 69, Telephone: 1300 369 925
75 William Street, Brisbane, QLD, 4001 Facsimile: (07) 3225 2011
Brisbane, QLD, 4000

Training

Level 4, Education House, LMB 527, Telephone: 1300 369 935
30 Mary Street, Brisbane, QLD, 4001 Facsimile: (07) 3237 9774
Brisbane, QLD, 4000

Regional Offices

Bundaberg

16 Quay Street, LMB 3955, Facsimile: (07) 4153 1207
Bundaberg, QLD, 4670 Bundaberg, QLD, 4670 Email: bundytraining@deta.QLD.gov.au

Cairns

QLD Govt Offices, Ground Floor, PO Box 2465, Facsimile: (07) 4048 1494
10 - 12 McLeod St, CMC Cairns, QLD, 4870 Email: cairntraining@deta.QLD.gov.au
Cairns, QLD, 4870

Emerald (Central Highlands)

Level 3, Central QLD Institute of TAFE, PO Box 1814, Facsimile: (07) 4694 0189
Capricorn Hwy, Emerald, QLD, 4720 Emerald, QLD, 4720 Email: emertraining@deta.QLD.gov.au

Gladstone

Level 2, State Govt Centre, LMB 15, Facsimile: (07) 4972 6196
Cnr Roseberry St and Oaka Lane, Gladstone, QLD, 4680 Gladstone, QLD, 4680 Email: gladtraining@deta.QLD.gov.au

Gold Coast

Level 5, Robina Town Centre, PO Box 4215, Facsimile: (07) 5558 6610
Robina, QLD, 4230 Robina, QLD, 4230 Email: southtraining@deta.QLD.gov.au

Ipswich

Level 1, Court House Building, PO Box 226, Facsimile: (07) 3202 1018
Cnr East and Limestone Sts, Ipswich, QLD, 4305 Ipswich, QLD, 4305 Email:
ipswich.trainingservices@deta.QLD.gov.au

Logan

Ground Floor, Wembley Place, PO Box 829, Facsimile: (07) 3287 8351
91 Wembley Rd, Woodridge, QLD, 4114 Woodridge, QLD, 4114 Email: logantrainingservices@deta.QLD.gov.au
Logan Central, QLD, 4114

Lutwyche

Level 4, Centro Shopping Centre, PO Box 820, Facsimile: (07) 3872 0506
543 Lutwyche Rd, Lutwyche, QLD, 4030 Lutwyche, QLD, 4030 Email: luttraining@deta.QLD.gov.au

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Level 1, Post Office Sq,
Cnr Sydney and Gordon Sts,
Mackay, QLD, 4740

LMB 1,
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Facsimile: (07) 4967 4477
Email: macktraining@deta.QLD.gov.au

Maryborough

Level 1, 319-325 Kent St,
Maryborough, QLD, 4650

LMB 63,
Maryborough, QLD, 4650

Facsimile: (07) 4121 1856
Email: marytraining@deta.QLD.gov.au

Mount Gravatt

Level 2, Block C, Garden Sq,
643 Kessels Rd,
Upper Mt Gravatt, QLD, 4122

PO Box 6500,
Upper Mt Gravatt, QLD,
4122

Training facsimile: (07) 3872 0025
Email: mtgtraining@deta.QLD.gov.au

Mount Isa

75 Camooweal St,
Mount Isa, QLD, 4825

PO Box 2249,
Mount Isa, QLD, 4825

Facsimile: (07) 4743 8122
Email: mtisatraining@deta.QLD.gov.au

Nambour (Sunshine Coast)

Level 1, Centenary Sq,
52-64 Currie St,
Nambour, QLD, 4560

PO Box 501,
Nambour, QLD, 4560

Facsimile: (07) 5470 8874
Email: nambtraining@deta.QLD.gov.au

Rockhampton

Level 2, State Govt Building,
209 Bolsover St,
Rockhampton, QLD, 4700

LMB 8007,
Rockhampton, QLD, 4700

Facsimile: (07) 4938 4141
Email: rocktraining@deta.QLD.gov.au

Roma

Govt Offices,
Cnr Bowen and Spencer Sts,
Roma, QLD, 4455

PO Box 697,
Roma, QLD, 4455

Facsimile: (07) 4624 3050
Email: romatraining@deta.QLD.gov.au

Thursday Island

Alpin Rd,
Thursday Island, QLD, 4875

PO Box 341,
Thursday Island, QLD, 4875

Facsimile: (07) 4069 2438
Email: cairntraining@deta.QLD.gov.au

Toowoomba

Level 1, James Cook Centre,
Cnr Herries and Ruthven Sts,
Toowoomba, QLD, 4350

PO Box 234,
Toowoomba, QLD, 4350

Facsimile: (07) 4687 2875
Email: toowtraining@deta.QLD.gov.au

Townsville

254 Ross River Rd,
Aitkenvale, QLD, 4814

LMB 15,
Aitkenvale, QLD, 4814

Facsimile: (07) 4760 7970
Email: towntraining@deta.QLD.gov.au