

MFC

HOST EMPLOYER

HANDBOOK

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1. INTRODUCTION

myfreightcareer offers a range of services: Training and Assessment of nationally endorsed Training Packages and Assessment against nationally endorsed competency standards for Airfreight and Seafreight Forwarding, Customs Brokerage, Logistics Services (warehousing and distribution) and Industry Assistance.

myfreightcareer's stated mission since 2000 has been:

"We will be recognised as a world leader in logistics training and staff development services".

myfreightcareer will differentiate itself from its competitors through the provision of consistent and measurably high standards of service quality across a network of owned operations.

myfreightcareer's stated mission since 1999 has been:

All members of myfreightcareer display respect and dignity towards their colleagues in a creative, secure and open environment.

Our purpose is to develop and maximise the potential of our trainees, employees and customers through ethical business practices and the provision of quality training, services and solutions.

Note: In NSW, Trainees and Apprentices are governed by the Apprentice and Traineeship Act 2001 and administered by the NSW Department of Education and Training.

Please visit www.det.nsw.edu.au for further information.

For further information of the traineeship program in your State or Territory please contact your local myfreightcareer office or you can contact the following Australian Apprenticeship Centres

Sydney – MEGT Australia Ltd

Brisbane –

Melbourne/Adelaide –

Perth -

2. Employer Information

myfreightcareer has been established specifically for the International Trade, Import, Export, Logistics and associated industries.

We offer a “one-stop-shop” for organisations wanting to bring on new staff, with added benefit of a structured and Nationally Recognised Training program. In some cases, existing staff can also qualify for a traineeship.

myfreightcareer is a Registered Training Organisation (RTO) and a Group Training Company (GTC). We are registered with the State Training Authority (VETAB) in NSW and have mutual recognition throughout Australia as a RTO to deliver, assess and issue qualifications and statements of attainment for Nationally Recognised Training.

As a Group Training Company, myfreightcareer signs and holds the indentures for the trainee. This means, we are the Common Law employer even though the trainee is placed with a host employer. myfreightcareer will case manage each trainee to ensure they are fulfilling the requirements of the trainee program. We are responsible for their training, salaries and administration.

myfreightcareer simply invoices you a weekly administration fee. Your company benefits from having an individually case managed trainee, undertaking Nationally Recognised Training . At the completion of the Traineeship, up to AQF Certificate level IV, the trainee can be employed by your organisation, replaced with another trainee or released to myfreightcareer for other permanent or part-time industry related opportunities with our sister company Front-line Resource Management Pty Ltd.

The training can be for part-time or full time trainees and a combination of “on” or “off” the job delivery. The company will need to meet OH&S requirements as well as allow access for our trainers when delivering ‘on the job’ training.

Each trainee receives their own manuals (Learners Guide and Assessment tasks) for each unit of competency. The guide informs the trainee of their competency standard needed to successfully complete the unit, coaches and gives activities from which to learn and gives assessment tasks to enable and assess their own competency to take place. It is also a training record.

Head Office (Sydney)

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WHY Should I Appoint a My Freight Career Trainee?

- 📌 Help create and be part of our industry's future.
- 📌 Contracted "flat rate" all inclusive annual fee, invoiced weekly.
- 📌 Compares more than favourably to award rate plus on-costs.
- 📌 Industry specific training with tailored learning outcomes.
- 📌 Minimize poaching, maximize staff retention.
- 📌 Weekly/fortnightly training delivered by industry specialists .
- 📌 My Freight Career employs the trainees, therefore no head count implications for you.
- 📌 Your choice of trainee.

HOW does it work?

- 📌 My Freight Career locates and skill tests potential trainee
- 📌 Host companies interview and appoint trainee
- 📌 My Freight Career delivers on the job Nationally Recognised Training, Assessment and mentoring.
- 📌 Trainee performance is guaranteed – outcomes are guaranteed
- 📌 Training is also available to existing workers
- 📌 Healthy long term investment in easy to retain resources

3. TERMS OF EMPLOYMENT

Probation Period

Trainees undergo a probationary period commencing from the date of your indenture (this will be explained at the time of induction). Probationary periods can vary dependant on the length of the traineeship and in which state the traineeship takes place.

myfreightcareer will assess the performance of the trainee during this period in which a full performance management appraisal will be conducted. The trainees performance will be assessed and employment confirmed, probation extended or traineeship terminated with **myfreightcareer** in consultation with the host employer.

Hours of Work

Office standard full-time hours of work are 37.5 hours per week, with one-hour lunch break. Start and finish times will vary from host to host. Overtime & penalty rates are paid in accordance with the relevant state/federal award schedule.

The trainee will be advised of the site hours when known.

Notice of absence will require the trainee to contact My Freight Career and their host company by telephone. SMS or email will not be accepted as a form of notice by neither part.

Weekly time Sheets

All trainees are required to send completed, signed **myfreightcareer** time sheets to Sydney head office by the end of the working day each Thursday, for wages to be processed within the agreed period .

It is the Apprentice or Trainee's responsibility to fill out the timesheet correctly. All details must be completed. Timesheets must be signed by Apprentice or Trainee and the Host Employer for **every week**.

Please note that when you sign the timesheet you are verifying that the hours worked are correct. The Apprentice or Trainee is also responsible for seeing that the timesheet arrives at the My Freight Career head office by close of business every Thursday. Timesheets can be faxed directly to or hand delivered to your local My Freight Career office.

Personal / Carer's Leave

Clerical/Admin Staff - trainees are annually entitled to a maximum of ten (10) days personal leave. This is calculated at 1/26 of normal hours for each completed four week period. Doctor's certificates are required for personal/carer's leave taken before or after a public holiday, or exceeding 1 day's leave consecutively. A leave application form must be submitted the first day upon your return.

For **Western Australia**, trainees are annually entitled to a maximum of ten (10) days personal leave. This is calculated at 1.461 hours for each week of paid service. Reasonable proof of illness (e.g., Doctors certificate) is required on each occasion of personal leave. Unused personal leave is **not** accumulated from year to year. A leave application form must be submitted the first day upon your return.

Annual Leave

The trainee is entitled to 4 weeks annual leave plus 17.5% leave loading after 12 month's service, which must be taken within 3 months of falling due. A leave application form must be submitted to the Sydney office prior to leave taking place.

Motor Vehicle Licence

(Trainees employed to drive company vehicles/trucks)

A valid licence has been sighted and a copy placed on the trainees **myfreightcareer** personnel file. However, should a trainees licence be suspended or revoked, they are to notify **myfreightcareer** and host manager immediately - failure to do so breaches their employment contract and, in turn, may lead to termination.

Should the licence be suspended or revoked, it will be at the discretion of **myfreightcareer** and the host manager or supervisor to maintain employment subject to a full assessment.

Conflict of Interest

A Conflict of interest is defined as "A situation where a person has a personal interest in a matter the subject of a decision or duty of the person".

As a consequence of the trainees employment with **myfreightcareer** and the host, trainees are required to avoid any conflict that may arise between their personal interest and those of the Company in their dealings with suppliers, customers and all other organisations or individuals doing or seeking to do business with the Company.

The acceptance of gifts and entertaining invitations from customers, suppliers, etc., must be in the realms of what is considered reasonable.

It is a condition of the traineeship that trainees will not without authority, disclose to any person, information (written or verbal) relating to the affairs of this Company/Host Company.

Note: Where a host employer and / or an apprentice or trainee believes a conflict of interest occurs in the discharge of a staff members duties they should raise their concern with the staff member and / or the Group Training operations manager to review .

Outside Employment

In the course of employment, indentured trainees may not be engaged in any paid occupation outside the Company without the Company's consent. Consent will not be given to work with a competitor of the Company/Host Company.

Income Tax

myfreightcareer Pty Ltd is the legal employer of the Trainee and is therefore responsible for payment of all Group Tax to the Australian Taxation Office.

My Freight Career Pty Ltd is also responsible for supplying Group Certificates to the Trainee. Host Employers are NOT to issue a Group Certificate to the Apprentice or Trainee.

Superannuation

All employees of myfreightcareer are registered with an approved superannuation fund. My Freight Career Pty Ltd will make the monthly contributions to the Trainee's nominated fund. Host Employers should NOT make separate Superannuation contributions.

Annual Leave

In accordance with the National Employment Standards Apprentice or Trainees working full-time, are eligible for four weeks (20 days) annual leave for each completed year of service or pro rata for part thereof. My Freight Career will continue to invoice you on a weekly basis for this period.

Maternity Leave

52 weeks of unpaid leave for female employees. The maximum period of maternity leave available (52 weeks) is reduced by any period of paternity leave taken by her spouse/partner.

Qualification - permanent female employees (including part-time employees) who have accrued 12 months continuous service preceding the commencement of the first period of maternity leave qualify.

Notice of confinement - notice in writing 10 weeks prior to the expected date of confinement is required.

Notice of return to work - 4 weeks notice in writing is required.

The period of maternity leave does not break continuity of employment but the period is not taken into account in calculating entitlement to annual leave, long service leave and personal leave.

Paternity Leave

52 weeks of unpaid leave for male trainees. The maximum period of paternity leave available (52 weeks) is reduced by any period of maternity leave taken by his spouse/partner.

Qualification - permanent male trainees (including part-time employees) who have accrued 12 months continuous service preceding the commencement of the first period of paternity leave qualify.

Certificates - when applying for paternity leave a trainee must produce a doctor's certificate which names his spouse, states that she is pregnant and states the expected date of the birth (if the leave is being applied for after the birth then the certificate must state the date on which the birth took place).

Notice - The trainee must give the employer written notice at least 10 weeks in advance of each period of leave he intends to take.

Notice of return to work - 4 week's notice in writing is required.

The period of paternity leave does not break continuity of employment but the period is not taken into account in calculating entitlement to annual leave, long service leave and personal leave.

Adoption Leave

The total period of adoption leave taken by an adopting couple must not exceed 52 weeks. An adopting couple may not take their adopting leave concurrently. Any adoption leave taken will be unpaid.

Public Holidays and Picnic Days

Permanent full-time trainees are entitled to be paid for not working on prescribed public holidays as per state/federal/tertiary regulations.

Penalty rates are paid in accordance with the relevant state/federal award schedule.

Compassionate Leave

Compassionate leave is leave granted on grounds of compassion, especially to an employee who has suffered the loss of a near relative. The term "compassionate leave" is sometimes interchanged with the term "bereavement leave".

Both full-time trainees are entitled to compassionate leave and the relationship to the trainee is as follows: -

* husband, wife, father, mother, brother, sister, grandparents, relatives by marriage and de facto spouses".

A maximum of two (2) days per occasion will be provided.

Jury Service

Jury service relates to jury service by an trainee who would otherwise be required to work.

The term "jury service" is specific in that it relates to service on a jury or being called to Court to serve on a jury. Excluded from jury service would be attendance at Court as a litigant or witness.

Permanent trainees (full-time) are entitled to jury service leave.

The difference between the fees received by the juror and the employee's ordinary pay are made up by the Company.

Military Leave (Navy, Army, RAAF)

The Volunteers Employment Protection Act 1973 protects the employment and service-related entitlements of people who volunteer for service in the armed forces.

All trainees may take leave of absence without pay for their part time defence force obligations not exceeding three weeks in total in any year for annual, special, weekend or evening training. Staff must provide proof of attendance to be attached to Application for Leave/Absence form as supplied by your host.

Carer's Leave

Carer's Leave is to be used for occurrences of sickness to an immediate family member, i.e. Child or Step-child, Spouse, Parents or any child or adult who is in need of care and of whom the carer is a guardian, authorised carer, or has parental responsibilities. The company requires a doctor's certificate for each occurrence of Carer's leave. This leave is deducted from your personal leave entitlement.

4. HEALTH & SAFETY

Our aim is to ensure, so far as reasonably practicable, that all trainees are safe from injury and risk to health while at work, including bullying and harassment.

My Freight Career Pty Ltd aims to meet this commitment by confirming that work practices and procedures adopted throughout the company, comply with the Acts and Regulations governing OH&S.

All those engaged in the employment and training of an Apprentice or Trainee are expected to take all practical measures to ensure a safe and healthy work environment.

Responsibilities

Ultimate responsibility for health and safety within **host company** rests with the Managing Directors with primary responsibility for the implementation of the policy, and the application of procedures with the Directors.

Host Responsibilities: -

- * For the effective implementation of the Company Health and Safety policy;
- * Instruct the Apprentice or Trainee in safe work practices including when workplace conditions change and when new equipment and systems are introduced (Provide industry and worksite specific induction and ongoing training).
- *Identify workplace hazards and provide appropriate risk control measures, training and ongoing supervision. A site safety checklist will need to be completed by myfreightcareer prior to placing a training within the host company.
- * Provide any additional specialised personal protective equipment to the Apprentice or Trainee not supplied by My Freight Career Pty Ltd.
- *Investigate incidences and potential safety and health risks and take any remedial action deemed necessary.
- * Must observe, implement and fulfil its responsibilities under the relevant State Acts and Regulations;
- * Must make regular assessments of health and safety performance and resources in co-operation with those designated and elected health and safety functions;

However, as detailed below you also have some responsibilities.

First Aid Kits

According to the OHS Act (First Aid) Regulations, first aid kits must be provided to every workplace and such "places of work" are defined as any place where a person works. This includes Company motor vehicles used to complete job tasks during a work period. This includes trucks but does not include forklift trucks as it is deemed that personnel using such vehicles already have access to first aid within the workplace.

First Aid kits must be provided in all offices, warehouses and host company vehicles. Office first aid kits are audited on a regular basis by the relevant Safety Officer to ensure their contents are kept up to date. Staff that are provided with a company vehicle are required to advise the Safety officer when they use any contents from the first aid kit to ensure they receive replacements.

Smoking Policy

In keeping with new Government legislation and Court decisions in 1997, in relation to the effects of passive smoking, myfreightcareer made a decision to introduce a Non-Smoking Policy in all offices in Australia.

Host policies may vary from site to site. Check with your host supervisor for site-specific policies regarding smoking.

5. CONDUCT, DISCIPLINE & TERMINATION

In order for **myfreightcareer** to have a consistent and fair disciplinary procedure in-conjunction with the provisions of the Workplace Relations Act, 1996, the following guidelines have been adopted:

Termination

A minimum notice of two week period is required for a trainee resignation. Resignations are validated through a mutual cancellation of the training contract.

Note:All serious warnings to trainees will be documented.

The trainee must be given an opportunity to represent their views and be given the chance to improve. This may include providing some form of additional training or coaching and counselling techniques to assist them in coping with the problem. It is advisable that the matter be discussed with the host prior to counselling taking place so that the problem is analysed and the correct and proper course of action is taken. All parties involved are at liberty to choose a witness to be present during these discussions.

6. GRIEVANCE PROCEDURE

It is our purpose to provide an effective and acceptable means for trainees to bring problems and complaints concerning their work and their well being at work to the attention of management. For that reason, a formal grievance procedure has been established for the benefit and use of **myfreightcareer** employees.

The objective of the procedure is to obtain a complete understanding of the problem and to try to reach a settlement at supervisory level.

Definition of Grievance

A grievance is any condition of employment that the trainee feels is unjust or unfair, or thinks should be brought to the attention of company management. Examples of grievances are as follows: -

- * Discrimination (Direct and Indirect)
- * Harassment & Bullying. This may come from a quarrelsome or overbearing person who uses intimidating practises in the workplace, against you or directed towards you.
- * Vilification of any type, particularly on grounds of race or disability. This may occur if you feel you are being spoken to or dealt with in any way that is derogatory, insulting, inflammatory or discriminatory based on your race or disability.
- * Equal Opportunity
- * Unfair treatment under the disciplinary procedure
- * Victimisation. This may include selective or personalising disciplinary or punishment actions.
- * General Work Issues
- * Competency Assessment review, Traineeships, Vocational Education And Training. You may feel that the training and assessment processes being provided may not be meeting the legislative requirements for traineeships and vocational training.

For current legislative and regulatory requirements, please refer to the following website, <http://www.industrialrelations.nsw.gov.au>. Once accessed, go to "Rights and Responsibilities" then go to "employees", then go to "harassment in the workplace".

For more information regarding Vocation Education and Training, and Apprenticeships and Traineeship, please visit the website <http://apprenticeship.det.nsw.edu.au>

For Trainees outside of NSW, please go to the myfreightcareer web page and click on links. From there, access your relevant state legislation.

To assure prompt attention, grievances should be submitted within five working days of the event prompting the grievance.

Procedure

Notes of discussions/comments, etc., must always be taken and kept on trainee's file for any disciplinary or grievance process. (Steps 1 – 5 to follow).

Step 1

First, the trainee consults with their immediate host supervisor. Most trainees find personal concerns can be resolved satisfactorily by discussing them with their supervisor.

Step 2

The trainee should find their supervisor's answers to their complaint or problem completely satisfactory. However, if the trainee is not satisfied that their supervisor has considered all the facts in their situation, the trainee may choose to discuss the matter further. The trainee may request a meeting with the Department Manager or Supervisor (whichever position applicable to the organisation structure) and the **myfreightcareer** trainer.

Step 3

The Department Manager or Supervisor and **myfreightcareer** trainer are required to convene a meeting where all details should be tabled on the issue for a possible satisfactory resolution. The trainee may request a witness to be present in support of the issue.

Step 4

If the trainee is not satisfied with the decision from the Department Manager or Supervisor and **myfreightcareer** trainer, you are to contact the **myfreightcareer** Director. He/she will then arrange a meeting with the trainee. At this meeting the complaint or problem will be discussed.

A determination will be made concerning whether or not the previous solutions or decisions given to you were fair and proper.

Step 5

The **myfreightcareer** Director and trainer are to discuss the grievance with host Manager and Supervisor. Problem/grievance is to be resolved and the trainee notified of recommendation.

7. COMPANY CARS & ALLOWANCES

Company Cars

We require that every trainee who drives a vehicle for host business be required to possess a current driver's licence and practise safe and courteous driving habits. It is the responsibility of the trainee who is driving to ensure that this is so, and that they do not drive if they are disqualified from doing so.

Those trainees that have been issued with a host company car are responsible for its proper maintenance. All company vehicles must be maintained in a clean and tidy state to keep in line with the professional and quality image of the Company.

Accident Reporting

When a trainee is involved in a motor vehicle accident with the company vehicle and where it is proved they are at fault, the employee may be responsible for the insurance excess at the discretion of the **myfreightcareer** Director or host management, based on the driver's record with the Company.

An Incident/Accident Investigation Report must be completed for all accidents, including even when there is not an insurance claim being made, and returned to the host Manager. Following the Manager's sign off, this form or a copy of the insurance claim form (whichever is applicable) is to be forwarded to **myfreightcareer** to file in the trainee's file within 24 hours.

Vehicle Insurance

It is compulsory that host company vehicles for which a trainee will need to drive have comprehensive insurance and compulsory third party insurance.

***PLEASE NOTE:* personal effects, eg CD's, golf clubs, bags and buggies, etc left in company vehicles are not covered by motor vehicle insurance policy and the Company accepts no responsibility for their loss or theft.**

Alcohol and Drug Policy

myfreightcareer has the following rules on alcohol and drugs in the workplace. This includes host premises and vehicles.

NO person is to report to work under the influence of alcohol or illegal drugs.

NO person is to bring alcohol or illegal drugs onto Company property or Company vehicles without the Company's permission.

NO person is to consume alcohol or illegal drugs on Company property without the Company's permission.

NO person is to operate Company machinery or drive Company vehicles while under the influence of alcohol or illegal drugs.

We draw your attention to the legal limits for blood alcohol content and drug use when driving a forklift, truck, car or motorcycle. They are: -

Forklifts/Trucks - Nil Alcohol
- Nil Illegal Drugs

Cars/Motorcycles - 0.05% (refer to local laws for restricted licences)
- Nil Illegal Drugs

A person under the influence of alcohol or illegal drugs whilst at work is a danger to themselves and to their colleagues. He or she will not be allowed to continue to work in any capacity and will be suspended for that shift and required to present themselves to a **myfreightcareer** Director prior to starting work on their next shift.

The Director will issue a written formal warning. Should the employee repeat the misconduct then a further written warning is to be issued. If the employee repeats the misconduct he/she may be dismissed on the third time he/she presents for work under the influence of drugs or alcohol.

Employee Bag and Car Security Checks

Due to the nature of host business, involving the handling and storing of Customer's valuable and vulnerable products, the Company / Host has imposed a condition relating to the parking of vehicles on Company /Host property and the carrying of bags which have the capacity to contain items commensurate with stored products onto company premises. The condition is that such vehicles and bags may only be brought onto Company /Host premises on the basis that the owner of the vehicle or bag gives to the Company /Host the right to search such vehicle or bag, without warning, whenever the Company /Host has a reasonable suspicion or apprehension that such vehicle or bag maybe in the process of being used to remove Company /Host property, or the property of Customers from the premises, without authority.

8. COMPANY POLICIES

Quality Policy

myfreightcareer operates under a strict Quality Management System. **myfreightcareer** is committed to honouring the requirements of the International Standard, Australian and New Zealand Standard of ISO 9001-2000/AS/NZS 9001-2000.

Software Use Policy

Use of the computer network systems by **myfreightcareer** trainees is permitted and encouraged where such use is suitable for business purposes and supports the goals and objectives of the Company / Host and its business units. The computer network systems may consist of, but are not limited to, Local Area Networks, Wide Area Networks, Intranets, Extranets and the public Internet.

These networks are to be used in a manner that is consistent with the **myfreightcareer** standards of business conduct and as part of the normal execution of an employee's job responsibilities.

Company/host-provided Internet/Intranet and e-mail privileges, like computer systems and networks, are considered company resources, and are intended to be used for business and training purposes only.

9. Administration

Rates and Conditions of Hire

The Engagement Rate (on an hourly basis) for the provision of the Trainee is based on the relevant Award provision. The Engagement Rate invoiced to you by MFC includes allowances for all applicable statutory charges e.g.: annual leave loading, workers compensation insurance, superannuation, initial hiring costs, AFIF training course costs. In Victoria, Payroll Tax is payable at the rate of 4.90% of the Trainee's salary and billed to the Sponsor separately each pay period and then remitted to the State Government by MFC.

The Engagement rate may be subject to an increase at the beginning of each calendar year. This is in accordance with relevant National &/or state training awards.

MFC is responsible for tax and Medicare deductions and issues Group Certificates.

The Engagement Rate is covered by the relevant Award and is subject to Award conditions and changes. If there is any variation in Award conditions or wage rates, MFC will give you notice in writing of same. The percentage of any increase in the Award wage rate will apply to the Engagement Rate from the date the variation in the Award comes into effect.

The Engagement Rate is based upon a minimum 37.5-hour working week. You are required to engage the Trainee a minimum of 37.5 hours per week (excepting public holidays).

Overtime will be charged and calculated on MFC's Engagement Rate as follows:-

- (a) Weekdays (applicable for hours worked in excess of 7.5 hours/day):
first 2 hours - time and $\frac{1}{2}$; thereafter - double time;
- (b) Saturdays: first 2 hours - time and a $\frac{1}{2}$, thereafter double time
- (c) Sundays: double time
- (d) Public holidays: double time and a $\frac{1}{2}$

MFC will invoice you at cost plus 25% where extra allowances are stipulated in the relevant Award.

In the event that MFC becomes liable for the payment of any additional costs, taxes, premiums or other increased costs resulting from Federal, State or Local Government Law increases in the cost of the provision of services pursuant to these terms and conditions then these will be invoiced to you at cost plus 25%.

The Engagement Rate and other charges referred to in these terms and conditions are exclusive of GST. MFC will be entitled to add to its invoices and recover from you as a debt due to MFC, an amount of GST in relation to the Engagement Rate and other charges invoiced to you for the supply of goods and services. The amount of GST charged may vary with changes in the rate of GST or the value or amount of the supply on which GST is imposed but will be 10% initially. Any GST charge will only be attributable to the particular supply of Goods and Services referred to in the invoice to which it relates as if it was a separate supply. All payments will be treated by MFC on a first in, first out basis unless MFC expressly advises you to the contrary.

Immediately upon engaging a Trainee, MFC will invoice you for, and you are required to pay in advance the equivalent of 2 standard weeks work (ie: 75 hours at the Engagement Rate).

At the conclusion of the traineeship, the host company has the opportunity to employ the trainee as a full time permanent member of their own staff.

Should for any reason the trainee commence employment with the host organisation prior to the completion of the traineeship, or within an 18 month period from being dismissed or voluntarily leaving the traineeship, a placement fee of 15% (based on the complete annual package offered by the new employer) shall be applicable.

Payment of Invoices

MFC will invoice you weekly (or as otherwise may be agreed in writing) on the basis of the hours worked shown on the MFC time sheet (minimum of 37.5 hours per week including weeks containing public holidays).

MFC's terms of payment are strictly seven (7) days from the date of invoice. MFC will debit your nominated Financial Institution account on each Friday of the week. You will pay interest on all overdue payments at the rate of 2% per month (or such other rate as MFC may specify from time to time) from the due date for payment until the date that payment is actually made. (Please request a copy of the Direct Debit Request Service Agreement for conditions.)

You undertake to keep an accurate record of the daily hours worked by the Trainee and to have each MFC time sheet authorised and signed by an appropriate supervisory person.

You undertake to provide to MFC by facsimile or email signed copies of each Trainee's time sheet for the preceding week each Thursday afternoon before 3:00 p.m. If a public holiday falls on a Thursday, you will provide to MFC the relevant time sheets no later than 3.00 p.m. the Wednesday before.

Suitability of Trainees

Before placing a Trainee, MFC will inform the Trainee that he/she will have to abide by your policies and procedures (including those relating to security) in addition to those imposed by MFC.

Whilst MFC will make every effort to ensure:

- (a) the suitability of Trainees presented to you; and
- (b) high standards of integrity and reliability amongst its Trainees;

We recommend that you satisfy yourself as to the Trainee's suitability for engagement by you. MFC does not accept any liability for any claim for loss, expense, damage or delay arising from any failure to provide a Trainee or for any negligence, dishonesty, misconduct or inadequacy of skills of the Trainee provided

Supervision and Information

The Trainee is provided under a Contract for Services and is under your direction and controls from the time the Trainee first reports to take up duties and for the whole of the Period of Engagement.

You must provide adequate supervision and information to the Trainee to ensure the necessary standard of work.

You are responsible for all acts, errors and omissions of the Trainee whether wilful or negligent or otherwise as though the Trainee was employed directly by you on a full time basis.

You must comply with all other legal requirements in relation to the engagement of the Trainee to which you are subject in respect of your own staff, other than remuneration.

Work Site Compliance

You warrant that your work sites at which the Trainee will work comply with all the applicable Federal, State and Local Government Laws including but not limited to the Industrial and Commercial Training Act 1989 and the Occupational Health and Safety Act.

Your Duties

You agree that you will:-

Instruct and supervise the Trainee in the operations he/she is required to perform, which must include all safety procedures and requirements for the duties in which they will be involved prior to the Trainee carrying out such duties.

Inform MFC immediately of any accidents, sickness or problems relating to the Trainee.

Provide MFC with free and unfettered access (by appointment) to any and all equipment and areas of any of your work sites for the purposes of on-the-job MFC training and/or observing the Trainee working in his/her environment so that MFC will have the benefit of being able to take all reasonable practical steps to ensure the health, safety and welfare of the Trainee. This includes allowing MFC to train the Trainee inclusive of any of your equipment located at your work sites.

Provide to MFC full particulars of all equipment to be used, operated or cleaned by the Trainee, such particulars to include all specifications for the equipment's operation and safety procedures.

Not entrust MFC Trainees with the handling of cash, negotiables or variables without prior written consent from MFC and then only when the Trainee's specific duties necessitate those activities.

Take all reasonable steps to cause the Trainee to be instructed in the skills of his or her trade in which he or she is a trainee.

Provide all necessary facilities to ensure that the Trainee receives appropriate practical training in that trade. Give the Trainee all reasonable opportunities to receive such other instruction or training as may be necessary to enable the Trainee to learn the skills of that trade.

You acknowledge that:

- (a) the Trainee is a trainee under the provisions of the Apprenticeship and Traineeship Act 2001 No. 80.
- (b) the Apprenticeship and Traineeship Act 2001 No. 80 stipulates that the trainee must gain a minimum of 37.5 hours work per week.
- (c) from time to time the Trainee will be required to attend AFIF training courses, of which you will be given notice in writing by MFC. You will be required to pay MFC the Engagement Rate for any time which the Trainee spends at AFIF training courses.

MFC Duties

MFC agrees that it will:

Provide regular and continued monitoring of the performance of the Trainee. Be available to discuss by telephone the performance of the Trainee during all business hours.

Confidentiality and Copyright

All information supplied by MFC either written or verbal including these Terms and Conditions is confidential and you must not disclose it to any third party without the prior written consent of MFC.

MFC agrees that it will treat as confidential and not disclose to any third party any information relevant to you, your affiliates and subsidiaries, divisions, operations, finances or products.

- (a) You acknowledge that MFC retains all ownership rights including exclusive copyright in our Terms and Conditions, all data reports, information, manuals, computer programs or other written records, photographic, visual materials or other deliverables ("the intellectual property") produced by MFC in the performance of the services contemplated in our Terms and Conditions.

(b) You acknowledge that you hold no ownership, interest or title in the intellectual property and immediately on termination of any engagement of the Trainee by you, you will return to MFC any and all intellectual property in your possession including any copies.

General

Neither party is entitled to assign these Terms and Conditions without the prior written consent of the other party.

In the event that any provision of these Terms and Conditions is judged illegal, void or unenforceable, it will be deemed to be severed from these Terms and Conditions and the balance of these Terms and Conditions shall remain in full force and effect.

These Terms and Conditions will be governed by the law of the State of New South Wales. Each party irrevocably submits to the jurisdiction of those courts.

A probationary period exists for all traineeships. The periods are , one month for a one year traineeship and two months for a two year traineeship. The probation period commences from the date the trainee is indentured. During this period, the traineeship may be terminated by either party with one week's written advice, without penalty.

10. The workplace supervisor

As a workplace supervisor you will act as a role model and coach to the learner. The learner will look to you for guidance and help in learning to do their job. You will need to organize and record training activities undertaken in the workplace, as well as help to provide assessment evidence to the RTO assessor if required.

An effective workplace supervisor:

- Provides a safe and supportive workplace
- Integrates learning tasks into work activities based on the Training Plan
- Manages risks in safety and production while training
- Acts as a role model
- Meets with the RTO on a regular basis to ensure effective training delivery and assessment practices and to review progress through the Training Plan
- Manages the apprentice or trainee's training needs and motivation
- Helps the apprentice or trainee develop problem solving and general employability skills
- Provides feedback and encouragement
- Promotes independence and self direction in learning
- Maintains records of progress.

myfreightcareer will keep a record of each scheduled training session and provide the workplace supervisor with feedback. myfreightcareer use a Project List to monitor the trainee's performance and make sure they are not falling behind or skipping ahead of the learners guide and assessments issue. There is a section for Industry specific training which the myfreightcareer trainer will work closely with the workplace supervisor for additional research, material and reading information required to be completed by the trainee in a specific time frame. A copy of the project list is issued to the trainee and workplace supervisor after each training session is completed.

myfreightcareer will record all information about the scheduled lesson in our web based reporting program which serves as a permanent record of the student's achievements. Students will be able to access their records at any time.

Introduction to the workplace:

A good introduction to the workplace is crucial in providing a basis from which a trainee can build effective workplace relationships. A structured induction will leave the new learner with a clear understanding of what is expected of them and what they can expect of others. Most importantly, an effective induction will affirm the new learner's decision to join your organisation, reduce the time for the new learner to reach full proficiency, reduce staff turnover and lead to your better understanding the new learner's strengths and career aspirations. A few points an organisations induction should cover.

- Plan for student's first day. If necessary, organize a workspace and equipment for the trainee to use.
- A description of the business, its goals and strategies and how the trainee fits into the overall picture
- Basic work rules and conditions
- A tour of the workplace and facilities
- An introduction to key personnel and immediate work colleagues
- Occupational health and safety procedures

myfreightcareer will discuss the following with the trainee on their first day.

- Terms of employment including the Training Contract, the probationary period and award coverage or employment contract
- A review of the Training Plan issued to clarify the competencies to be achieved
- Method and time of wage payment
- Grievance procedures including who to contact and what to do
- Leave provisions including annual, sick and other leave

Support for workplace supervisors:

General Issues; as the workplace supervisor of a trainee, you will have access to support from myfreightcareer at all stages of the work placement

The Training Plan; is an essential guide to the what, where and when training and assessment will take place and the training process. The myfreightcareer trainer should be your first point of contact for questions about the Training Plan.

Resources for supervisor: some of these sites contain a wide range of information, and will require you to navigate through the content to find answers to specific questions:

www.training.nsw.gov.au

11. Handy Tips for making the traineeship a success

Tips to follow when introducing your employer to new tasks:

- * Provide Job specific training for **each new task**: (explain and show)
- * Make sure you schedule sufficient time for training in the appropriate learning environment. Provide written (or in other suitable form) safe work procedures to the Apprentice or Trainee.
- * Explain the job in detail and the reasons for doing it, including clear instructions for **each task**.
- * Explain safety features of plant and equipment, how to know if it is faulty and how this should be reported.
- * Emphasise specific hazards and methods of control, such as hazardous substances, Guarding on machinery or difficult customers.
- * Ask the Apprentice or Trainee to repeat the instructions to ensure comprehension.
- * Go through the task using safe work procedures at normal speed, emphasising the main points.
- * Go through the task at slow speed using safe work procedures and answer questions.
- * Have the Apprentice or Trainee perform the task until it is done exactly as required – Correct any mistakes **immediately**.
- * Ask questions as you go to check understanding, and encourage them to ask questions and raise issues
- * Go to next task and repeat process.
- * After all tasks go smoothly, have the Apprentice or Trainee perform the entire job. If it is too long or complex, break it into steps to suit the worker's capacity. Take all the time needed to repeat the steps.
- * Discuss any maintenance requirements and who has responsibility for this (ensure that the Apprentice or Trainee does not believe they have to fix any malfunctions, blockages etc).
- * Discuss problems and answer questions.
- * Review work practices and procedures with the Apprentice or Trainee through frequent unscheduled visits.
- * Encourage and answer any questions, including any ideas about safe work practices.
- * Ask questions of the Trainee to ensure their recollection of information you have provided.
- * Correct any unsafe work habits immediately.
- * Ensure ongoing appropriate supervision and instruction

