SOUTHERN CROSS UNIVERSITY ENTERPRISE AGREEMENT 2010
APPENDIX A: TRAINEES

1. APPLICATION

(a) Subject to subclause (b) this appendix will apply to persons:

(i) who are undertaking a Traineeship (as defined); and

(ii) who are employed by Southern Cross University.

(b) This appendix does not apply to the apprenticeship system or any training programme which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship.

2. OBJECTIVE

The objective of this appendix is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of Trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees will be displaced from employment by Trainees.

3. TRAINING CONDITIONS

(a) The Trainee will attend an approved training course or training program prescribed in the Training Agreement.

(b) A Traineeship will not commence until the relevant Training Agreement, made in accordance with a Training Scheme, has been signed by the University and the trainee and lodged for registration with the relevant State or Territory Training Authority. The University will ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and will ensure that the Trainee receives the appropriate on-the-job training.

(c) The University will provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.

(d) The University agrees that the overall training program will be monitored by officers of the relevant State or Territory Training Authority and that training records or work books may be utilised as part of this monitoring process.

(e)Training will be directed at:

(i) the achievement of key competencies required for successful participation in the workplace (eg. literacy, numeracy, problem solving, team work, using technology) and an Australian Qualification Framework Certificate Level I; and/or

(ii) an Australian Qualification Framework Certificate Level II or above.

4. EMPLOYMENT CONDITIONS

(a) A Trainee will be engaged as a full-time employee for a maximum of one year's duration provided that a Trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the relevant State or Territory Training Authority, the University and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship Scheme.

Where the trainee completes the qualification, in the Training Agreement, earlier than the time specified in the Training Agreement then the traineeship may be concluded by mutual agreement.

(b) The University will not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee concerned in accordance with the Training Agreement and subsequently to the relevant State or Territory Training Authority. The written notice to be provided to the relevant State or Territory Training Authority will be provided within 5 working days of the termination.

If the University chooses not to continue the employment of a trainee upon the completion of the traineeship, they will notify, in writing, the relevant state or Territory Training Authority of their decision.

(c) The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training.

(d) Where the employment of a Trainee is continued after the completion of the traineeship period, such traineeship period will be counted as service.

(e) (i) The Training Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.

(ii) No Trainee will work overtime or shiftwork on their own unless consistent with the provisions of this appendix.

(iii) No Trainee will work shiftwork unless the parties to a Traineeship Scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.

(iv) The Trainee wage will be the basis for the calculation of overtime and/or shift penalty rates prescribed by this Agreement.

(f) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship will not be entitled to any severance payments payable pursuant to termination, change and redundancy provisions or provisions similar thereto.

5. WAGES

(a) The weekly wages payable to full time trainees will be:

Schedule of Trainee (Skill Level A) Rates of Pay:

School Leaver	**Weekly Rate**
Year 10 (Highest Year of Schooling completed)	$199.00
	$233.00
	$278.00
*50%	$340.00
*33%	$393.00
Plus 1 yr out of school	$460.00
Plus 2 yrs	$528.00
Plus 3 yrs	
Plus 4 yrs	
Plus 5 yrs or more	
Year 11	
*33%	$250.00
*25%	$278.00
Plus 1 yr out of school	$340.00
Plus 2 yrs	$393.00
Plus 3 yrs	$460.00
Plus 4 yrs	$528.00

Year 12	
	$340.00
Plus 1 yr out of school	$393.00
Plus 2 yrs	$460.00
Plus 3 yrs	$528.00
In School Trainee	**Hourly Rate**
In Year 11	$8.34
In Year 12	$9.15

* indicates the average proportion of time spent in approved training to which the associated wage is applicable.

Where not specifically indicated the average proportion of time spent in structured training which has been taken into account in setting the rate is 20%.

6. PART TIME TRAINEESHIPS

(a) Trainees who undertake a traineeship on a part time basis by working less than full time hours and by undertaking the approved training at the same or lesser training time than a full-time trainee will be paid on a pro rata basis of the full-time trainee wage