

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/113

TITLE: NewSouth Global (Foundation Studies) Enterprise Agreement 2004

I.R.C. NO: IRC4/84

DATE APPROVED/COMMENCEMENT: Approved 26 March 2004/Commenced 1 January 2004

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/191

GAZETTAL REFERENCE: 21 May 2004

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by NewSouth Global Pty Ltd, located at Library Concourse, University of New South Wales, NSW, 2052, engaged in the classification of Teaching Staff of the Foundation Studies. No applicable Award mentioned in the Agreement

PARTIES: NewSouth Global Pty Limited (Foundation Studies) -&- the New South Wales Independent Education Union

NEWSOUTH GLOBAL (FOUNDATION STUDIES) ENTERPRISE AGREEMENT 2004

1. Parties to the Agreement and Title

This Agreement is made between NewSouth Global Pty Limited and the NSW Independent Education Union ("IEU"), a registered union of employees, and will be known as the NewSouth Global (Foundation Studies) Enterprise Agreement 2004.

2. Arrangement

Clause No.	Subject Matter
1.	Parties to the Agreement and Title
2.	Arrangement
3.	Application and Operation
4.	Definitions
5.	Anti-Discrimination
6.	Occupational Health and Safety
7.	Remuneration
8.	Enrolment Bonuses
9.	Superannuation
10.	Redundancy
11.	Leave in Addition to Annual Leave
12.	Maternity Leave and Parental Leave
13.	Annual Leave ⁷
14.	Annual Leave Loading
15.	Long Service Leave
16.	Sick Leave, Carer's Leave and Bereavement Leave
17.	Terms of Engagement
18.	Disputes Settling Procedures

3. Application and Operation

- 3.1 This Agreement applies, according to its terms, to employees (as defined) employed by NewSouth Global Pty Limited in Foundation Studies.
- 3.2 This Agreement will operate from the date of approval by the Industrial Relations Commission of New South Wales until 31 December 2005.
- 3.3 This Agreement terminates and replaces the NewSouth Global (Foundation Studies) Enterprise Agreement 2002.

4. Definitions

"Continuing" means employment which does not have a defined period of engagement.

"Co-ordination duties" means those duties described as such and assigned to a teacher by the Director.

"Director" means the Director, Foundation Studies or his or her nominee.

"Employee" means a person employed in a position of teacher or Head of Department by NewSouth Global Pty Limited in Foundation Studies primarily in connection with courses which are university preparation courses of less than one year's duration.

"Fixed term" means employment for a specified period of time.

“Formal class contact hours” means hours of work in which employees are engaged in face-to-face teaching and supervision of students in classes, including scheduled time spent consulting with students as part of teaching programs.

“Foundation Studies” means the Foundation Studies Division of NewSouth Global Pty Limited.

“Head of Department” means an employee who is assigned responsibility for the overall management, supervision and administration of a Department within Foundation Studies and who participates actively in the corporate interests of Foundation Studies and whose duties may include teaching.

“NewSouth Global Pty Limited” is a wholly-owned subsidiary of the University of New South Wales.

“Parties” means NewSouth Global Pty Limited and the IEU.

“Part-time ” means employment on a continuing or fixed term basis for a stated proportion of full-time employment.

“Teacher” means an employee engaged primarily to conduct classes and perform associated duties, to assist in support for external campuses in Australia and offshore, and to participate actively in the corporate interests of Foundation Studies.

5. Anti-Discrimination

- 5.1 It is the intention of the parties bound by this Agreement to seek to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 5.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement that parties have obligations to take all reasonable steps to ensure that the operations of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 5.3 The parties recognise that it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 5.4 Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempt from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; or
 - (iv) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 5.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

6. Occupational Health and Safety

- 6.1 The parties recognise the joint responsibility of management and employees to promote occupational health and safety in the workplace.
- 6.2 Foundation Studies is responsible for providing a healthy and safe working environment and establishing procedures that seek to prevent work-related accidents and illnesses.

- 6.3 While at work, employees shall comply with established procedures that enhance the health, safety and welfare of employees, students and visitors in the workplace.

7. Remuneration

7.1 Salary Arrangements

The minimum annual salaries payable to full-time employees are as follows:

7.1.1 Salary Scales

LEVEL A

Step	At 31/12/2003	From first full pay period commencing on or after 1/1/2004 4.0 %	From first full pay period commencing on or after 1/1/2005 4.0%
A1	\$49,643	\$51,629	\$53,694
A2	\$51,415	\$53,472	\$55,610
A3	\$53,188	\$55,316	\$57,528
A4	\$54,960	\$57,158	\$59,445
A5	\$56,733	\$59,002	\$61,362
A6	\$58,506	\$60,846	\$63,280
A7	\$60,280	\$62,691	\$65,199
A8	\$62,053	\$64,535	\$67,117
A9	\$63,825	\$66,378	\$69,033

LEVEL B

Step	At 31/12/2003	From first full pay period commencing on or after 1/1/2004 4.0 %	From first full pay period commencing on or after 1/1/2005 4.0%
B1	\$65,597	\$68,221	\$70,950
B2	\$67,372	\$70,067	\$72,870
B3	\$69,143	\$71,909	\$74,785
B4	\$70,916	\$73,753	\$76,703

- 7.1.2 A Head of Department will be appointed at an initial salary of not less than Step B4, Level B of the salary scale referred to in subclause 7.1.1 above.

7.2 Payment of Salaries

The salaries set out in 7.1 above will be paid fortnightly in arrears, calculated by dividing the annual salary by 26, and by electronic funds transfer into an account nominated by the employee.

7.3 Salary and Benefit Packaging

- 7.3.1 By agreement with NewSouth Global Pty Limited, an employee may receive in lieu of a salary set out in 7.1 above, a benefit as determined by NewSouth Global Pty Limited from time to time and an "amount" which is the difference between the salary and the value of the benefit.

- 7.3.2 An agreement under 7.3.1 will terminate if at any time the "amount" is negative.

- 7.3.3 Where an agreement is made pursuant to subclause 7.3.1, any other payment calculated by reference to the employee's salary and payable during employment, or on termination of employment, will be calculated by reference to salary set out in subclause 7.1 above, not to the "amount".

7.4 Salary Progression

A teacher shall progress to the next step within the level to which appointed on the anniversary of the date when he or she commenced work with Foundation Studies.

7.5 Co-ordination Loading

A co-ordination loading will be paid to a teacher who performs co-ordination duties and will be counted as salary for all purposes.

8. Enrolment Bonuses

8.1 In addition to the amounts set out in subclause 7.1.1, NewSouth Global Pty Limited will make a one-off bonus lump sum payment to all employees (except casual employees) in the final salary of each calendar year. The amount of this payment is pursuant to the table below and is based on total student enrolments as at Week 4 of each program commencing in that calendar year.

Enrolment – Student Numbers At Week 4	Bonus - Percentage of Salary
Below 950	NIL
950-974	0.5%
975-999	1%
1000-1024	1.5%
1025-1049	2.5%
1050 and above	3%

9. Superannuation

9.1 Superannuation will be paid to employees by NewSouth Global Pty Limited in accordance with the *Superannuation Guarantee Charge Act 1992*.

10. Redundancy

10.1 Where a decision is taken by NewSouth Global Pty Limited to make changes to the operation or organisational structure of Foundation Studies that may or is likely to lead to the loss of teaching positions, NewSouth Global Pty Limited will consult with the employees likely to be affected and the union on ways to avert potential job loss or measures to minimise the adverse effects of job loss.

10.2 Where, following the process referred to in subclause 10.1, a position (or positions) cannot be retained and is (are) made redundant, the employee occupying the position will receive:

- (i) ten (10) weeks notice of the date of termination of employment or payment in lieu of all or part of that notice; and
- (ii) a severance payment of three weeks salary for every year of completed service with Foundation Studies to a maximum of 52 weeks; and
- (iii) Payment of any accrued leave entitlements.

11. Leave in Addition to Annual Leave

11.1 A teacher appointed for a period of at least twelve (12) months will be entitled to absence on paid “additional leave” for short periods totalling three (3) weeks per year exclusive of Public Holidays. This leave will not normally be granted to be taken as a block, nor adjoining other forms of leave.

11.2 Additional leave shall not accumulate beyond the year in which it accrues, unless prior approval is given by the Director.

12. Maternity Leave and Parental Leave

- 12.1 A female employee who is entitled to maternity leave pursuant to Chapter 2, Part 4 of the *Industrial Relations Act 1996* will be paid fourteen (14) weeks of that leave and such period of paid leave will count as service for all purposes.
- 12.2 An employee is entitled to unpaid parental leave in accordance with Chapter 2, Part 4 of the *Industrial Relations Act 1996* (NSW). Parental leave includes maternity leave, paternity leave and adoption leave.

13. Annual Leave

- 13.1 The provisions of the *Annual Holidays Act 1944* (NSW) shall apply in respect to all employees.
- 13.2 Where an employee has been absent from duty on leave without pay for more than five (5) working days, in total, in any year (i.e., a period of twelve (12) months commencing on the anniversary of the date when the employee commenced their current period of employment), the period of absence from duty on leave without pay will not be counted as service for the purpose of determining eligibility for annual leave in that year.

14. Annual Leave Loading

- 14.1 In the last pay period of each calendar year, a full-time employee will be paid an annual leave loading equivalent to 17.5% of their salary over a four (4) week period. A part-time employee will be paid an equivalent payment calculated on a pro rata basis. For the purposes of this clause, salary shall not include any special rates or any other payment of like nature.
- 14.2 The maximum annual leave loading payment will be \$990 in 2004 and \$1,030 in 2005 for each full year of employment.

15. Long Service Leave

- 15.1 An employee will be entitled to long service leave according to the *Long Service Leave Act 1955* (NSW) except that such entitlements will be amended as follows:
- (i) To three (3) months leave on full pay after ten (10) years service;
 - (ii) To four (4) months and fifteen (15) days leave on full pay after fifteen (15) years service.
 - (iii) For service between ten (10) years and fifteen (15) years, leave shall accrue proportionately on the basis of subclause 15.1(i) above.
 - (iv) For service in excess of fifteen (15) years, leave additional to that prescribed in subclause 15.1(ii), pro rata at a rate of two (2) months and fifteen (15) days on full pay for each completed five (5) years of service.
 - (iv) Where an employee has completed at least five (5) years continuous service but less than ten (10) years continuous service, and their services are terminated by NewSouth Global Pty Limited for any reason other than for serious and wilful misconduct, or by the employee on account of illness, incapacity, or domestic or other pressing necessity, or by reason of the death of the employee, such employee shall be entitled to a proportionate amount of long service leave on the basis of three (3) months for ten (10) years service. For the purposes of the application of this provision, it shall be interpreted in the same manner as the similar provision in the *Long Service Leave Act 1955* (NSW).

16. Sick Leave, Carer's Leave and Bereavement Leave

16.1 General

16.1.1 Because of the mature employment relationship between NewSouth Global Pty Limited and its employees, unlimited paid sick leave, carer's leave and bereavement leave will be available under the provisions of this clause.

16.1.2 For the purposes of this clause, "immediate family" means a spouse (including a former spouse, a de facto spouse, a former de facto spouse, and same sex partner); a child or an adult child (including an adopted child, a step child or an ex nuptial child); a parent, grandparent, grandchild or sibling of the employee; and a relative who lives with the employee in the same household.

16.1.3 This clause will apply for the nominal life of the Agreement during the course of which the parties will monitor its application.

16.2 Sick leave

Sick leave will be available to an employee who demonstrates to their supervisor that they are unable to attend for duty because of personal illness or injury. This leave will be available up until such time as it becomes evident that the employee is unable to fulfil their contract of employment.

16.3 Carer's leave

16.3.1 Carer's leave will be available to an employee who demonstrates to their supervisor that he or she is unable to attend for duty because of the need to care for an immediate family member who is ill or injured and for whose care and support the employee is responsible.

16.3.2 An employee will not be entitled to take carer's leave where another person is taking carer's leave to care for the same person. This leave will be available up until such time as it becomes evident that an employee is unable to fulfil their contract of employment.

16.4 Bereavement Leave

Bereavement leave will be available to an employee in relation to immediate family as defined above in carer's leave.

17. Terms of Engagement

17.1 A full-time teacher will be in attendance at the premises of NewSouth Global Pty Limited for a minimum of thirty (30) hours over five (5) days, Monday to Saturday, and may be allocated to classes or other activities over a span of no more than eight (8) hours per day, for periods of no more than five (5) consecutive hours without a meal break of at least half an hour.

17.2 A full-time teacher employed at Level A will normally be allocated an average of twenty (20) formal class contact hours per week to a maximum of 800 per year. These hours will mainly be comprised of tutorials, but from time to time may include large group lectures which will be off-set against the total hours.

17.3 Further to subclause 17.2, the number of hours off-set will be decided following consultation between the teacher, the Head of Department and the Head of Academic Programs. The employee may elect to have a colleague present during these discussions.

17.4 A teacher employed at Level A will not be responsible for:

- (i) supervision of casual employees;

- (ii) setting of whole examination papers;
- (iii) development of curriculum; and
- (iv) liaison with external campuses.

- 17.5 A full-time teacher employed at Level B will normally be allocated 560 formal class contact hours per year. Following discussion in advance of the hours being worked, teaching hours worked in excess of this number can be paid out at the rate nominated by Foundation Studies.
- 17.6 A part-time teacher will be allocated formal class contact hours based on the allocation for full-time teachers set out in subclause 17.2 or 17.5 above, according to the proportion their part-time employment bears to full-time employment.
- 17.7 An part-time teacher will be entitled to all conditions set out in this Agreement in the same proportion as their employment bears to full-time employment.

18. Disputes Settling Procedures

- 18.1 Where a dispute arises regarding the interpretation or application of any provision of this Agreement, or the actions of either party in relation to the operation of this Agreement, the procedures set out in this clause will be followed.
- 18.2 In the first instance an accredited representative of the IEU and a representative of NewSouth Global Pty Limited will attempt to resolve the matter.
- 18.3 Where a dispute is not resolved under subclause 18.2 above, it may be referred to a disputes committee comprising not more than two (2) representatives each of the IEU and NewSouth Global Pty Limited, and the committee will attempt to resolve the matter.
- 18.4 Where the procedures set out in 18.2 and 18.3 have failed to resolve a dispute, either party to this Agreement may refer the matter to the Industrial Relations Commission of New South Wales for resolution.
- 18.5 Pending the outcome of the procedures contained in this clause, normal work will continue and neither party to this Agreement will take any action to aggravate the matter in dispute.

SIGNATURES OF PARTIES TO AGREEMENT

Signed for and
on behalf of the
NewSouth Global Pty Limited:

(Signature)

(Name)

in the presence of:

(Witness name)

(Witness signature)

date:

16 December 2003

Signed for and
on behalf of the
Independent Education Union:

(Signature)

(Name)

in the presence of:

(Witness signature)

(Witness name)

date:

19 December 2003