

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/191

TITLE: NewSouth Global (Foundation Studies) Enterprise Agreement 2002

I.R.C. NO: IRC02/1971

DATE APPROVED/COMMENCEMENT: 19 April 2002

TERM: 31 December 2003

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA00/210

GAZETTAL REFERENCE: 21 June 2002

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees employed by NewSouth Global Pty Ltd in Foundation Studies.

PARTIES: NewSouth Global Pty Ltd -&- New South Wales Independent Education Union



**NEWSOUTH GLOBAL (FOUNDATION STUDIES)
ENTERPRISE AGREEMENT 2002**

Clause 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 2002.

Clause 2 - Arrangement

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Clause 3 - Application and Operation

3.1 This Agreement applies, according to its terms, to employees as defined herein, 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 2003.

3.3 This agreement terminates and replaces the NewSouth Global (Foundation Studies) Enterprise Agreement 2000.



Clause 4 - Definitions

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

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

“Employee” means a person engaged 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, in a position of Teacher or Head of Department.

“Director” means the Director Foundation Studies or his or her nominee.

“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.

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

“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.

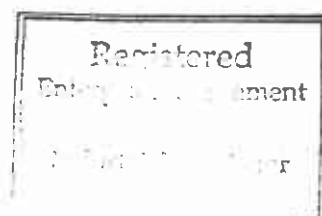
“Teacher” means an employee engaged primarily to conduct classes and perform associated duties; assist in support for external campuses in Australia and offshore; and participate actively in the corporate interests of Foundation Studies.

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

Clause 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:

- (a) any conduct or act which is specifically exempt from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) 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.

Clause 6 – Occupational Health and Safety

The parties recognise the joint responsibility of management and staff to promote occupational health and safety in the workplace.

Foundation Studies is responsible for providing a healthy and safe working environment and establishing procedures that prevent work-related accidents and illnesses.

Foundation Studies intends to establish either an occupational health and safety committee or to nominate an occupational health and safety officer and will provide training for the relevant staff.

Staff, while at work, are responsible for complying with established procedures that enhance the health, safety and welfare of staff, students and visitors to the workplace.



Clause 7 - Remuneration

7.1 The minimum annual salaries payable from the first full pay period on or after the dates indicated, to full-time employees are set out below:

7.1.1 Teachers' Salary Scales

LEVEL A

Step	at 31/12/2001	From 1/1/2002 4 %	From 1/1/2003 4%
A1	\$45,898	\$47,734	\$49,643
A2	\$47,536	\$49,437	\$51,415
A3	\$49,175	\$51,142	\$53,188
A4	\$50,814	\$52,847	\$54,960
A5	\$52,453	\$54,551	\$56,733
A6	\$54,092	\$56,256	\$58,506
A7	\$55,732	\$57,961	\$60,280
A8	\$57,371	\$59,666	\$62,053
A9	\$59,010	\$61,370	\$63,825

LEVEL B

Step	at 31/12/2001	From 1/1/2002 4 %	From 1/1/2003 4%
B1	\$60,648	\$63,074	\$65,597
B2	\$62,289	\$64,781	\$67,372
B3	\$63,927	\$66,484	\$69,143
B4	\$65,566	\$68,189	\$70,916



7.1.2 A Head of Department will be appointed at an initial salary of not less than Step B4, Level B of the Teachers' Scale.

7.2 The salaries set out in 7.1 above will be paid fortnightly in arrears, calculated by dividing the annual salary by 26 and paid 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 If an agreement is made under 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 Clause 7.1 above, not to the "amount".
- 7.4 A Teacher shall progress to the next step within the level to which they are appointed on the anniversary of the date on which the Teacher commenced work with Foundation Studies.
- 7.5 A co-ordination loading will be paid to Teachers who perform co-ordination duties and will be counted as salary for all purposes.

Clause 8 – Enrolment Bonuses

In addition to the amounts set out in subclause 7.1.1 NewSouth Global will make one bonus lump sum payment to all staff [except casual staff] 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
950	0.5%
975	1%
1000	1.25%
1025	1.5%
1050 and above	2%



Clause 9 – Superannuation

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

Clause 10 – Redundancy

An employee whose position has been declared redundant and who is retrenched by the Company will receive:

- (a) Ten weeks notice of the date of termination of employment or payment in lieu of all or part of that notice; and
- (b) Severance payment of three weeks salary for every year of completed service to a maximum of 52 weeks; and
- (c) Payment of any accrued leave entitlements.

Clause 11 - Leave in Addition to Annual Leave

- 11.1 Teachers appointed for a period of at least twelve months will be entitled to absence on paid "additional leave" for short periods totalling 3 weeks per year exclusive of Public Holidays. This leave will not normally be granted to be taken as a block, nor adjoining other paid leave.
- 11.2 Additional leave does not accumulate beyond the year in which it accrues unless prior approval is given by the Director.

Clause 12 - Maternity Leave and Parental Leave

- 12.1 If a female employee is entitled to maternity leave pursuant to Chapter 2, Part 4 of the Industrial Relations Act 1996, she will be entitled to be paid by NewSouth Global Pty Limited for twelve 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. Parental leave includes maternity leave, paternity leave and adoption leave.

Clause 13- Annual Leave

- 13.1 Annual leave in accordance with the New South Wales Annual Holidays Act 1944 as amended.
- 13.2 If an employee has been absent from duty on leave without pay for more than five working days in all in any year (being a period of 12 months commencing on the anniversary of the date on which 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.

Clause 14 - Annual Leave Loading

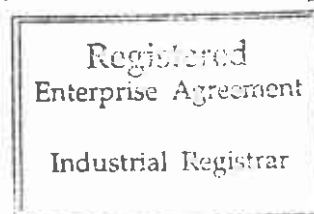
In the last pay period of each calendar year, an employee will be paid an annual leave loading equivalent to 17.5% of their salary over a four week period, not including any special rates or any other payment of like nature.

The maximum annual leave loading payment will be \$900 in 2002 and \$950 in 2003 for each full year of employment.

Clause 15 - Long Service Leave

Employees will be entitled to long service leave according to the New South Wales Long Service Leave Act, 1955 as amended except that such entitlements will be amended as follows:

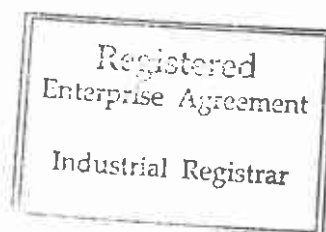
- (i) After ten years service to three months' leave on full pay;
- (ii) After fifteen years service to four months and fifteen days' leave on full pay.
- (iii) For service between ten years and fifteen years leave shall accrue proportionately on the basis of sub-clause (i) above.



- (iv) For service in excess of fifteen years, leave additional to that prescribed in sub-clause (ii), pro-rata at a rate of two months and fifteen days on full pay for each completed five years of service.
- (v) Where an employee has completed at least five years continuous service as an adult, but less than ten 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 months for ten 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 New South Wales Long Service Leave Act, 1955 as amended.

Clause 16 - Sick Leave, Carer's Leave and Bereavement Leave

- 16.1 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 following conditions.
 - 16.1.1 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 fulfill their contract of employment.
 - 16.1.2 Carer's leave will be available to an employee who demonstrates to their supervisor that they are 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. "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. 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 fulfill their contract of employment.
 - 16.1.3 Bereavement leave will be available to an employee in relation to immediate family as defined above in carer's leave.
- 16.2 This clause will apply for the nominal life of the Agreement during the course of which the parties will monitor its application.
- 16.3 At the end of the nominal life of the Agreement the parties will review its operation to determine its continued application, variation or replacement.



Clause 17 - Terms of Engagement

- 17.1 Teachers employed full-time will be in attendance at NewSouth Global Pty Limited premises for a minimum of 30 hours over five 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 consecutive hours without a meal break of at least half an hour.
- 17.2 Teachers employed full-time at Level A will normally be allocated an average of 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.

The number of hours off-set will be decided following consultation between the teacher, the Head of Department and the Academic Director/Deputy Academic Director. The teacher may elect to have a colleague present during these discussions.

Teachers employed at Level A will not be responsible for:

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

- 17.3 Teachers employed full-time 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.
- 17.4 Teachers employed part-time will be allocated formal class contact hours based on the allocation for full-time teachers set out in 17.2 or 17.3 above, according to the proportion their part-time employment bears to full-time employment.
- 17.5 Employees employed part-time will be entitled to all conditions set out in this Agreement in the same proportion as their employment bears to full-time employment.

Clause 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.

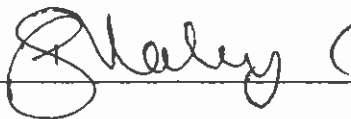


- 18.4 Where the procedures set out in 18.2 and 18.3 have failed to resolve a dispute, either party to this Agreement may refer the matter to the Industrial Relations Commission of New South Wales for resolution.
- 18.5 Pending the outcome of the procedures contained in this clause, normal work will continue and neither party to this Agreement will take any action to aggravate the matter in dispute.

Signed for and on behalf of
NEWSOUTH GLOBAL PTY LIMITED




in the presence of
dated

 (SHERYL MABEY)
25 March 2002

Signed for and on behalf of
NSW INDEPENDENT
EDUCATION UNION



in the presence of
dated


27 March 2002

