

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/48

TITLE: Unisearch (University Foundation Studies) Enterprise Agreement 1998

I.R.C. NO: 97/7018

DATE APPROVED/COMMENCEMENT: 19 December 1997

TERM: Expires 1 January 2000

**NEW AGREEMENT OR
VARIATION: New. Replaces EA 97/30**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

**COVERAGE/DESCRIPTION OF
EMPLOYEES: Teaching Staff employed by Unisearch Limited**

PARTIES: Unisearch Limited -&- New South Wales Independent Education Union



UNISEARCH (UNIVERSITY FOUNDATION STUDIES) ENTERPRISE AGREEMENT 1998.

Clause 1 - Parties to the Agreement and Title

This Agreement is made between Unisearch Ltd (Unisearch) and the NSW Independent Education Union (IEU) a registered union of employees and will be known as the Unisearch (University Foundation Studies) Enterprise Agreement 1998.

Clause 2 - Arrangement

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- 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 Unisearch in University Foundation Studies.
- 3.2 This Agreement will operate from the date of approval by the Industrial Commission of New South Wales until 1 January 2000.
- 3.3 This agreement terminates and replaces the Unisearch (University Foundation Studies) Enterprise Agreement 1997, EA97/30.

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 Unisearch in University 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.

“Executive Director” means Executive Director University 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 University Foundation Studies; who participates actively in the corporate interests of University Foundation Studies; and whose duties may include teaching.

“Parties” means Unisearch and the IEU.

“Part-time ” means employment on an 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 University Foundation Studies.

“University Foundation Studies” means the University Foundation Studies Division of Unisearch.



Clause 5 - Remuneration

5.1 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:

5.1.1 Teachers’ Salary Scales

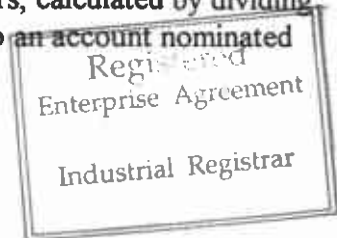
LEVEL A		
Step	<u>From 1 January 1998</u>	<u>From 1 January 1999</u>
A1	\$42,413	\$43,263
A2	\$43,928	\$44,807
A3	\$45,442	\$46,352
A4	\$46,957	\$47,897
A5	\$48,472	\$49,442
A6	\$49,987	\$50,987
A7	\$51,501	\$52,533
A8	\$53,016	\$54,078
A9	\$54,531	\$55,623

LEVEL B

<u>Step</u>	<u>From 1 January 1998</u>	<u>From 1 January 1999</u>
B1	\$56,046	\$57,167
B2	\$57,560	\$58,713
B3	\$59,075	\$60,257
B4	\$60,590	\$61,802

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

5.2 The salaries set out in 5.1 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.



5.3 Salary and Benefit Packaging

5.3.1 By agreement with Unisearch an employee may receive in lieu of a salary set out in 5.1 above, a benefit as determined by Unisearch from time to time and an "amount" which is the difference between the salary and the value of the benefit.

5.3.2 An agreement under 5.3.1 will terminate if at any time the "amount" is negative.

5.3.3 If an agreement is made under 5.3.1, 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 5.1 above, not to the "amount".

5.4 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 University Foundation Studies.

5.5 A co-ordination loading will be paid to Teachers who perform co-ordination duties and will be counted as salary for all purposes.

Clause 6 - Superannuation

Superannuation will be paid to employees by Unisearch in accordance with the Superannuation Guarantee Charge Act 1992.

Clause 7 - Leave in Addition to Annual Leave

7.1 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

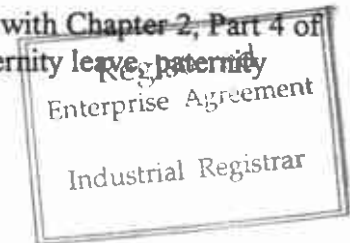
Holidays. This leave will not normally be granted to be taken as a block, nor adjoining other paid leave.

- 7.2 Additional leave does not accumulate beyond the year in which it accrues unless prior approval is given by the Executive Director.

Clause 8 - Maternity Leave and Parental Leave

8.1 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 Unisearch for twelve weeks of that leave and such period of paid leave will count as service for all purposes.

8.2 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 9 - Annual Leave

9.1 Employees will be entitled to paid annual leave in accordance with the New South Wales Annual Holidays Act 1944 as amended.

9.2 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 with Unisearch) 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 10 - Annual Leave Loading

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, on the basis of a maximum of \$750.00 per annum for each full year of employment. Payment will be made in the last pay period of the calendar year.

The parties agree to discuss the level of the maximum annual leave loading in the context of negotiations for any subsequent agreement.

Clause 11 - Long Service Leave

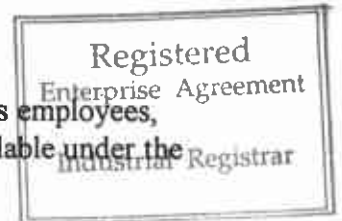
Employees will be entitled to long service leave according to the New South Wales Long Service Leave Act, 1955 as amended except that such entitlements will be amended as follows:

- (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 Unisearch 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 12 - Sick Leave, Carer's Leave and Bereavement Leave

12.1 Because of the mature employment relationship between Unisearch and its employees, unlimited paid sick leave, carer's leave and bereavement leave will be available under the following conditions.



12.1.1 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.

12.1.2 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.

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

12.2 This clause will apply for a trial period for the nominal life of the Agreement during the course of which the parties will monitor its application.

12.3 At the end of the trial period the parties will review its operation to determine its continued application, variation or replacement.

Clause 13 - Terms of Engagement

- 13.1 Teachers employed full-time will be in attendance at Unisearch 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.
- 13.2 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.
- 13.3 Teachers employed full-time at Level B will normally be allocated 560 formal class contact hours per year.
- 13.4 Teachers employed part-time will be allocated formal class contact hours based on the allocation for full-time teachers set out in 13.2 or 13.3 above, according to the proportion their part-time employment bears to full-time employment.
- 13.5 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.

Registered
Enterprise Agreement

Industrial Registrar

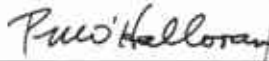
Clause 14 - Disputes Settling Procedures

- 14.1 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.
- 14.2 In the first instance an accredited representative of the IEU and a representative of Unisearch will attempt to resolve the matter.
- 14.3 Where a dispute is not resolved under subclause 14.2 above, it may be referred to a disputes committee comprising not more than two (2) representatives each of the IEU and Unisearch, and the committee will attempt to resolve the matter.
- 14.4 Where the procedures set out in 14.2 and 14.3 have failed to resolve a dispute, either party to this Agreement may refer the matter to the Industrial Relations Commission for resolution.
- 14.5 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
UNISEARCH LTD



in the presence of



dated


28/11/97



Signed for and on behalf of
NSW INDEPENDENT
EDUCATION UNION



in the presence of



dated

10/12/97

THE UNIVERSITY OF
NEW SOUTH WALES



UNSW
FOUNDATION YEAR



24 July, 2000

The Industrial Registrar
NSW Industrial Relations Commission
Level 1
50 Phillip Street
Sydney NSW 2000

Dear Sir/Madam

Pursuant to s.44(5) of the *Industrial Relations Act 1996*, I wish to give written notice that the parties to the *Unisearch (University Foundation Studies) Enterprise Agreement 1998* (the 1998 Agreement), Unisearch Limited (now NewSouth Global Pty Limited) and the NSW Independent Education Union have given approval for the termination of the 1998 Agreement.

The 1998 Agreement has been replaced by the *NewSouth Global (Foundation Studies) Enterprise Agreement 2000* (the 2000 Agreement), approved by the NSW Industrial Relations Commission on 18 July 2000. Subclause 3.3 of the 2000 Agreement provides for the termination of the 1998 Agreement. You will note that both parties have signed the 2000 Agreement on page 8.

Would you please advise me if any further action is required in relation to this matter.

Yours sincerely

Jane Treloar
Business Director