NewSouth Global (Teaching and Allied Employees) Enterprise Agreement 2007

29 March 2007
### PART 1 ARRANGEMENT

#### 1.0 ARRANGEMENT

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2.0 TITLE

This agreement will be known as NewSouth Global (Teaching and Allied Employees) Enterprise Agreement 2007 (Agreement).

3.0 INTERPRETATIONS AND DEFINITIONS

3.1 References to Office Holders

In this Agreement a reference to a particular officer or to the holder of a particular office includes a reference to the person for the time being occupying or acting in the office concerned or to a nominee of the office holder.

3.2 Definitions

In this Agreement the following words mean:

Chief Executive Officer – means the Chief Executive Officer of NewSouth Global (CEO).

“Consult” and “Consultation” - means NewSouth Global will provide relevant information (orally or in writing), the affected parties will confer, and the views expressed will be taken into account before a final decision is made by NewSouth Global.
Contact hours – means the hours of work in which the employee is engaged in face-to-face teaching and supervision of students in scheduled classes, laboratories, tours and excursions, including time spent consulting with students inside scheduled teaching programs, but does not include time spent in course preparation and administration. Time allocated to required in-service training will entail a reduction in contact hours and preparation and administration related to those contact hours.

Continuous service - means that period of service with the NewSouth Global (or the University of New South Wales [but not UNSW Asia]) including breaks in service of up to six (6) weeks.

Director of Studies (DOS) – means a position to which responsibility for the overall management, supervision and administration of a department (division) within the Institute is assigned, and which may include teaching duties.

Employee(s) – means the persons employed by NewSouth Global in any class of work which forms a substantial part of the duties of the classifications of:

(i) Language Facilitators;
(ii) Senior/Specialist Teachers; and
(iii) Heads of Studies (HOS).

Employee representative - means a person, such as another employee, or the union, chosen by an employee to undertake representations to NewSouth Global on their behalf, provided that the person is not a practicing solicitor or barrister in private practice.

Head of Studies (HOS) – means an employee who is assigned the responsibility for the management of a significant program, activity or subcampus and whose duties include teaching.

Immediate family - means:

(i) a spouse (including a former spouse, a de facto spouse, a former de facto spouse, and same sex partner);
(ii) a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, parent-in-law, foster parent, grandparent, grandchild or sibling of the employee.
(iii) a relative who lives with the employee in the same household.

Language Facilitators – means an employee engaged to conduct, teach, prepare and assess language classes, and/or perform any or all of the following duties as may be required by a Director of Studies: supervise language laboratories, assess essays and assignments, consult with students outside class times and prepare course or teaching materials.

NewSouth Global Pty Ltd (NewSouth Global) – means the company which employs the employees bound by this Agreement.
**Parties** – means NewSouth Global and the National Tertiary Education Industry Union (NTEU).

**Service** – means service with New South Global Pty Ltd, the University of New South Wales (UNSW), and with any other service recognised by NewSouth Global for service purposes.

**Senior/Specialist Teacher** – means an employee who in addition to the duties defined for a Language facilitator is assigned responsibilities which may include some or all of the following duties for one or more courses or activities: co-ordination of teaching and/or teaching related activities, supervision of language facilitators including related administrative duties, preparation and design of course structure and syllabus, auditing syllabus across similar offerings of the Institute, allocation of teaching duties, timetabling, in-service teacher training and consultation, student selection, academic counselling, study tour proposal costings and liaison and other associated administrative duties.

**Supervisor** – means a Director of Studies (DOS), or a nominee of the Director, who may be a Head of Studies (HOS) or a Senior/Specialist Teacher.

**Union** - the National Tertiary Education Industry Union.

### 4.0 DURATION AND OPERATION OF THE AGREEMENT

The provisions of this Agreement will take effect on and from the date of approval and will remain in force until 31 March 2008.

### 5.0 APPLICATION

(a) This Agreement applies to and is binding on:

(i) NewSouth Global;
(ii) employees employed by NewSouth Global; and
(iii) National Tertiary Education Industry Union (NTEU).

(b) This Agreement does not apply to:

(i) those employees who are party to an Australian Workplace Agreement (AWA) with NewSouth Global;
(ii) an employee holding a substantive appointment as Director;
(iii) an employee holding a substantive appointment as Director of Studies (DOS);
(iv) academic and general staff employed by the University of New South Wales (UNSW);
(v) persons employed by UNSW Asia or separate legal entities controlled by UNSW; or
(vi) Other teaching or general staff employed by NewSouth Global (eg; Foundation Studies).

(c) Clause 22.0 (Management of Unsatisfactory Performance and Misconduct) of this Agreement will not apply to:

(i) an employee serving a period of probation; or
(ii) a casual employee.

6.0 AWARDS AND EMPLOYMENT RELATED DOCUMENTS

(a) This Agreement replaces and rescinds the University of New South Wales (Language Staff) Enterprise Agreement 2004 and the NewSouth Global (Language Staff) Enterprise Agreement 2004.

(b) This Agreement wholly displaces and operates to the exclusion of the provisions of all awards, including any protected award conditions as defined by section 354 of the Act, and other agreements that would otherwise apply to employees whose employment is regulated by the provisions of this Agreement.

(c) NewSouth Global may offer and enter into Australian Workplace Agreements (AWAs) in accordance with the Workplace Relations Act 1996 (Act). Those AWAs will operate to the exclusion of this Agreement and prevail over the terms of this Agreement to the extent of any inconsistency.

(d) At the time of offering an AWA to an employee pursuant to clause 6.0(c) above, NewSouth Global will:

(i) offer genuine choice between the AWA and this Agreement;
(ii) provide access to this Agreement;
(iii) advise of the right to appoint a bargaining agent; and
(iv) allow at least two weeks to consider any AWA offered.

(e) An employee will not be discriminated against due to their choice of agreement making under subclause 6.0(d)(i) in determining access to reclassification, career progression, or appointment to other positions within NewSouth Global.

7.0 IMPLEMENTATION OF AGREEMENT

(a) A copy of this Agreement will be kept in an easily accessible place at each campus of NewSouth Global and be available for inspection upon request by any employee.

(b) An employee may choose to be represented by an employee representative of their choosing in relation to any matter or process set out in this Agreement.

(c) For the purposes of facilitating the implementation of this Agreement, an Implementation Committee will be established (see clause 37.0).
8.0 NEWSOUTH GLOBAL POLICIES

(a) NewSouth Global will develop and/or maintain a range of policies, procedures and guidelines on human resources matters (such as intellectual property and workplace bullying). Where policies, procedures and guidelines which have a significant and substantial impact on employees are developed or reviewed during the life of this Agreement, NewSouth Global will consult with employees as part of NewSouth Global’s general consultation processes.

(b) Disputes arising from the implementation of NewSouth Global policies of the kind referred to in subclause 8.0(a), other than disputes regarding the interpretation, application or operation of any provision of this Agreement, will not be referred through the disputes settling procedures of this Agreement, but will be dealt with through a fair and transparent internal mechanism such as the NewSouth Global Staff Grievance Policy and Procedures.

(c) Nothing in this Agreement will be taken as incorporating as a term of this Agreement any NewSouth Global policy, procedure or guideline referred to in it.

9.0 DISPUTE SETTLING PROCEDURES

(a) Where a dispute arises regarding the interpretation, application or operation of any provision of this Agreement it will, in the first instance, be discussed by the employee(s) and their supervisor within five (5) working days, unless otherwise agreed, in an effort to resolve the matter promptly.

(c) Where the steps in subclause 9.0(a) are unsuccessful, the employee(s) may refer the matter in writing (“the Dispute Notification”) to the relevant Director of Studies for resolution within five (5) working days of the Dispute Notification, unless otherwise agreed. A copy of the Dispute Notification will be sent to the CEO.

(d) Where a dispute is not resolved following the steps in subclauses 9.0(a) and 9.0(b) above, it may be referred by either of the parties to the dispute to the AIRC for resolution by mediation and/or conciliation and, if the dispute remains unresolved, by arbitration. If arbitration is necessary the AIRC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective. Subject to the legislative rights of any party to the dispute to appeal a decision of the AIRC, the parties to the dispute will implement any arbitrated decision of the AIRC in resolution of the dispute.

(e) As an alternative to the AIRC, both the employee(s) and NewSouth Global may agree to refer the matter to an external mediator or arbitrator in order to resolve the dispute. A mutually agreed arbitrator may exercise such powers and functions as the parties to the dispute agree are appropriate at the time.
Until the procedures described in subclauses 9.0(a) and (b) have been exhausted, NewSouth Global will not change work, duties, staffing or organisation of work if such is the subject of a dispute, nor take any other action likely to exacerbate the dispute. This subclause does not apply where the matter in dispute is related to clauses 19.5, 22.0 or 23.0 of this Agreement.

10.0 INDIGENOUS EMPLOYMENT AND EQUITY

(a) NewSouth Global is committed to implementing an Equal Employment Opportunity Strategy and an Indigenous Employment Strategy as part of its overall Human Resources Strategy during the life of this Agreement.

(b) A key objective of the Equal Employment Opportunity Strategy will emphasise programs to support the development of female staff into senior positions within NewSouth Global and measures to support the needs of staff with disabilities or family responsibilities.

(c) A key objective of the Indigenous Employment Strategy will be to work towards achieving particular targets in relation to increasing employment and career development opportunities for indigenous Australians.

PART 2 SALARY AND RELATED MATTERS

11.0 SALARIES

11.1 Adjustment to Base Salary

(a) The salaries to be paid to employees covered by this Agreement are set out in Schedule 1 to this Agreement and include the following increases:

(i) 2.5% from the first full pay period after staff endorsement of the Agreement; and

(ii) 2.5% from the first full pay period commencing six (6) months after the date on which staff endorsed the Agreement.

(b) During the life of this Agreement there will be no further salary increases for employees covered by this Agreement, other than the increases provided for by the terms of the Agreement.

12.0 ALLOWANCES

The salary rates contained in Schedule 1 include all prescribed allowances other than those specified in clause 12.1 below (and elsewhere in this Agreement).
12.1 Higher Duties Allowance (HDA) and Appointment to a Higher Graded Position

(a) A substantive position of an employee will be filled by an acting employee for any vacancy arising for more than (5) days, except where there is no necessity to fill the substantive position because the workload for that vacancy is sufficiently low due to downturn in program activities.

(b) A HDA will be paid to an employee who:

(i) is appointed by NewSouth Global in an acting capacity to perform all of the duties of a higher classified position for more than five (5) consecutive working days; and

(ii) performs the higher duties required to be performed during the appointment.

(c) The rate of pay to apply for the HDA will be an amount equal to the difference between the minimum salary of the higher classified position and the normal salary received by the employee when in the substantive position.

(d) "Salary" means the appropriate salary payable during the period the employee is required to perform temporarily the duties of the higher classified position. Any increases in salary during that period will be applied during the period of the temporary position.

(e) An employee may be appointed temporarily to a higher graded position which becomes vacant. During that period, the employee will receive the appropriate salary for the higher graded position. At the end of the period, the employee will revert to their substantive position.

(f) An employee who receives a HDA for a continuous period of six (6) months or more will be entitled to receive payment of the higher classified position for the amount of annual leave accrued during the period of the HDA, provided that annual leave is taken not later than twelve (12) months after expiry of the HDA (eg; an employee who has received payment of a HDA for nine (9) months will be entitled to receive payment of the HDA for fifteen (15) days of accrued annual leave, regardless of whether such leave is taken in one or more periods).

(g) The payment referred to in 12.1(f) above will not apply to any other form of leave.

(h) During extended periods of higher duties, an Internal Temporary Transfer should be used instead of an HDA.

12.2 First Aid Allowance

An employee appointed by NewSouth Global as a First Aid Officer will be paid an allowance of $540 per annum.
13.0 SUPERANNUATION

(a) Where a current employee is an existing member of a Commonwealth or State superannuation scheme or the Special Purposes Superannuation Scheme, NewSouth Global will make employer superannuation contributions in accordance with the relevant scheme.

(b) In all other cases, NewSouth Global will make the following employer superannuation contributions:

(i) 17% of ordinary time earnings if the employee is a continuing employee or is employed on a fixed-term contract of two years or more; or

(ii) 9% of ordinary time earnings if the employee is employed on a fixed-term contract of less than two years or is a casual employee whose wages are $450 or more per calendar month.

(iii) 3% of ordinary time earnings if the employee is a casual employee who earns less than $450 per calendar month but more than $2,135 in either of the six month periods between 1 January and 30 June or 1 July and 31 December each year.

(c) Provided that NewSouth Global’s Trust Deed and Deed of Covenant with UniSuper so allow, an employee who is a member of UniSuper and who is eligible to receive the employer superannuation contribution specified in clause 13.0(b)(i) may elect to make reduced employee superannuation contributions to increase take home salary or to access any other superannuation flexibility so allowed by the relevant Trust Deed and Deed of Covenant.

14.0 SALARY SACRIFICING SCHEME

(a) By written agreement with NewSouth Global, an employee may receive a non-monetary benefit in lieu of salary provided that the total value of the non-monetary benefit and salary is no less than the salary entitlement the employee would otherwise receive.

(b) An employee may withdraw from the salary sacrificing arrangement by giving eight (8) weeks notice.

(c) If an agreement is made under subclause 14.0(a) 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 the substantive salary, i.e., the amount including the value of the non-monetary benefit.

15.0 EQUALISATION OF SALARY

(a) Equalisation of salary is a flexible payment of salary arrangement, available in particular, but not exclusively, to those employees who are continuing employees working on a sessional basis, which allows those employees’ total
annual hours of employment to be equalised and paid over the entire calendar year.

(b) An employee and NewSouth Global may, by agreement, agree to equalise his/her salary so that the annual earnings are paid in equal portions over the whole year, rather than only those weeks where work is performed.

(c) Where the above arrangement is entered into, the employee will be entitled to all benefits to which he or she would otherwise have been entitled on the same proportion as in subclause 15.0(b) above.

PART C – MODES OF EMPLOYMENT

16.0 TYPES OF EMPLOYMENT

(a) NewSouth Global will employ an employee on terms that correspond with one or other of the types of employment prescribed in clauses 16.1 to 16.4, inclusive.

(b) To avoid doubt, nothing in this clause prevents an employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee’s normal duties.

(c) An employee employed on a continuing or a fixed-term basis may be employed in either a full time or a part-time capacity.

16.1 Continuing Employment

(a) Continuing employment means employment with no fixed end date. All employment other than fixed-term employment and casual employment will be continuing employment.

(b) In recognition of the importance of attracting and retaining employees, NewSouth Global will, wherever reasonably practicable, use continuing employment in preference to other forms of employment.

(c) NSG will invite and consider, in the first instance, any applications submitted by existing casual, fixed term or continuing employees of NSG to try to fill any substantive NSG positions of continuing employment.

16.2 Fixed-Term Employment

(a) Fixed-term employment means employment for a specified term or ascertainable period, or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of the employment will expire, and for which, during the term of employment, the contract is not terminable, by NewSouth Global, other than:
(i) during a probationary period in accordance with Clause 23 (Probation) of this Agreement; or
(ii) where the employee’s position is made redundant and he or she is paid in accordance with Clause 19 (Managing Change in the Workplace and Redundancy) of this Agreement because the external funding essential to the employment ceases or where the work is no longer required to be undertaken; or
(iii) for cause based upon unsatisfactory performance or serious or wilful misconduct in accordance with Clause 22.0 (Management of Unsatisfactory Performance and Misconduct) of this Agreement.

(b) In relation to other matters contained in this Agreement, a fixed-term employee will be entitled to the same terms and conditions of employment as would apply to a continuing employee engaged in an equivalent classification and working an equivalent fraction of full-time, except where specifically excluded by this Agreement.

(c) Where it is known by NSG that work (and funding) is available for a period of ten (10) weeks, with a total weekly hours of work of not less than ten (10) teaching hours, NSG will employ a person for this period and for these number of hours on fixed term employment and not on casual employment. Nothing in this Agreement restricts the ability of NSG in such circumstances to offer fixed term employment for a further period or periods, such as twelve (12) months.

16.3 Part-time Employment

(a) Part-time employment means hours of work normally for between 17½ and less than thirty-five (35) hours per week.

(b) An employee employed on a part-time basis may be required to perform the full range of duties specified for the full-time position.

(c) All entitlements of an employee employed on a part-time basis will be paid on a pro-rata basis calculated by reference to the time worked as a proportion of the time worked by a full-time employee in the same classification.

16.4 Casual Employment

(a) "Casual employee" means a language facilitator employed to teach or perform casual teaching or teacher related duties and who is paid on an hourly rate of pay prescribed in Schedule 1 of this Agreement. The casual rate of pay includes a casual loading of be twenty-three (23) percent to compensate the casual employee for employment benefits not available to such employees.

(b) The casual hourly rate includes payment for half an hour of preparation and/or marking for each hour of face-to-face teaching.
(c) A casual employee will be paid on the first pay day following the fortnightly pay period in which a claim for the hours of casual employment work has been submitted by the employee to NewSouth Global.

17.0 GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

17.1 General

(a) Full-time and part-time employees are required to give four (4) weeks of written notice of resignation or be subject to the payment or forfeiture of four (4) weeks’ pay if notice is less than 4 weeks, unless the CEO agrees to accept a shorter period of notice.

(b) Subject to the prior approval of the CEO, an employee will be entitled to engage in part-time professional work in addition to their NewSouth Global duties as defined by their supervisor.

(c) All employees will be provided with a signed copy of their contract of employment.

(d) New employees will normally undertake an induction program during work-time to familiarise them with the Institute and identify required duties and skills.

(e) Each employee will be informed of the name and position of the person who is their supervisor.

17.2 Position of Senior/Specialist Teacher

(a) A Senior/Specialist teacher may be employed on either continuing or fixed term employment.

(b) During the period in which an employee employed in a position of Senior/Specialist Teacher is required to co-ordinate two (2) or three (3) classes (40 to 60 contact hours per week), the employee will be paid at not less than Step 1 of the Senior/Specialist Teacher classification scale set out in Schedule 1 of this Agreement.

(c) During the period in which an employee employed in a position of Senior/Specialist Teacher is required to co-ordinate four (4) or more classes (80 or more contact hours per week), the employee will be paid, in addition to their substantive salary, an allowance to the first salary step of the Head of Studies classification scale set out in Schedule 1 of this Agreement.

17.3 Terms and Conditions of Fixed-term Employment

(a) The letter of appointment of an employee appointed to a position for a fixed term will include the following information:
(i) duties and responsibilities to be performed;
(ii) salary classification;
(iii) commencing salary;
(iv) the dates on which the employee’s fixed term appointment starts and finishes; and
(v) the name of the industrial instrument that governs the employee’s conditions of employment.

(b) The letter of appointment of an employee appointed to a position for a fixed term will not be processed for payment of salary and other purposes until the signed letter is received by NewSouth Global.

(c) An employee appointed to a position for a fixed term will be entitled to all benefits of this Agreement, except where a contrary intention is expressly stated in this Agreement.

(d) Where an employee appointed to a position for a fixed-term is subsequently appointed to a continuing position in NewSouth Global, the period of fixed-term employment will be recognised for applicable leave purposes.

17.4 Notice of Cessation of a Fixed-term Contract

An employee appointed to a position for a fixed-term of one (1) year or more will be provided with the following written notice by NewSouth Global of whether or not his or her fixed-term appointment will be renewed upon expiry of their current contract:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Notice Period Required</th>
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<tbody>
<tr>
<td>• 1 year or more but less than 2 years</td>
<td>at least 3 weeks</td>
</tr>
<tr>
<td>• 2 years or over</td>
<td>at least 4 weeks</td>
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17.5 Severance Payment

An employee appointed to a position for a fixed term (other than one employed to replace a continuing employee absent on leave) whose contract is not renewed in circumstances where the employee seeks to continue employment will be entitled to a severance payment in accordance with subclause 17.6 where either of the following circumstances apply:

(i) the employee has had a period of continuous service of two (2) years or more and is employed on a second or subsequent fixed term contract and the duties are no longer required by the Institute; or

(ii) where the employee is employed on a fixed term contract for two (2) years or more and where the duties of the kind performed continue to be required, but another person has been appointed to perform the same or substantially similar duties.
17.6 Severance Pay Entitlements

Where an employee is entitled to severance payment, the following will apply:

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<thead>
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<th>Length of continuous service</th>
<th>Severance pay</th>
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<tbody>
<tr>
<td>2 years or more to less than 3 years</td>
<td>4 weeks pay</td>
</tr>
<tr>
<td>3 years or more to less than 4 years</td>
<td>5 weeks pay</td>
</tr>
<tr>
<td>4 years and over</td>
<td>6 weeks pay</td>
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PART D - HOURS OF WORK AND RELATED MATTERS

18.0 HOURS OF WORK AND OVERTIME

18.1 Ordinary Hours of Work

Ordinary hours of work for employees will be thirty-five (35) hours per week. Such hours will be worked between 8.00am and 10.00pm, Monday to Friday, inclusive.

18.2 Meal Breaks

(a) An employee will be entitled to a meal break of not less than thirty (30) minutes, Monday to Friday, and, except with the prior permission of the relevant Director of Studies, not more than one (1) hour will be allowed for each meal. Provided that where, in such circumstances, an employee is required to work any portion of his or her meal break, such time will count as part of their ordinary working hours.

(b) An employee will not be required to work authorised overtime beyond 6.00pm without a meal break of at least thirty (30) minutes, which will not count as time worked. An employee will not be required to work more than five (5) hours without a meal break.

18.3 Annual Teaching Hours

The annual teaching requirement for language teaching staff will be forty-one (41) weeks (820 hours).

18.4 Contact Hours

(a) The contact hours to be worked by the various classifications of employees are as follows:
(i) Language facilitators will be responsible for a maximum of 20 contact hours per week;
(ii) Senior/Specialist Teachers will be responsible for a maximum of 14 contact hours per week;
(iii) Heads of Studies will be responsible for a maximum of 8 contact hours per week; and
(iv) Directors of Studies will be responsible for a maximum of 4 contact hours per week.

(b) An employee will be required to perform no more than six (6) hours per day of face-to-face teaching.

(c) Notwithstanding the teaching contact hour arrangements referred to in subclause 18.3, an employee may make a request in writing to teach up to twenty-four (24) contact hours in a normal working week. In such circumstances, the following conditions will apply:

(i) the number of contact hours and the period in which such hours are to be worked must be agreed in advance between NewSouth Global and the employee;
(ii) the average teaching hours per week must be no more that twenty (20) for the teaching term or the teaching year; and
(iii) any contact hours worked in excess of twenty (20) will not attract overtime payment.

(d) On any day, Monday to Friday, there will not be more than eight (8) hours between the commencement and completion of duty, except that the employee and NewSouth Global agree to vary this arrangement.

18.5 Classes after 6.00pm

(a) A full-time or part-time employee’s weekly contact hours may be scheduled to include evening teaching, provided that an employee will not be so scheduled for more than two (2) evening classes in any week, except that an employee may, with the prior approval of the Director of Studies, elect to work for more than two (2) evening classes in any week.

(b) Evening classes will be scheduled so as to conclude by not later than 9.00pm.

(c) The starting time for any formal commitment will not be before 11.00am on the day after an evening commitment finishing after 8.00pm, unless the employee, with the prior approval of the supervisor, elects to vary this arrangement.

18.6 Overtime

(a) Subject to subclauses 18.4(c), 18.6(b) and 18.6(c), an employee authorised to work in any of the following circumstances will be paid the applicable overtime rate set out in subclause 18.6(c):
(i) more than the number of ordinary hours per week set out in clause 18.1; or
(ii) more than the contact hours set out in clause 18.3; or
(iii) outside the daily span of hours as outlined in clause 18.1 (i.e., before 8.00am or after 10.00pm, Monday to Friday, inclusive); or
(iv) on Saturday or Sunday or a public holiday.

(b) The overtime arrangements referred to in subclause 18.6(a) will not apply to employees who elect to undertake duties associated with accredited language tests, including CULT, PEAT, IELTS, TOEFL, TOEIC, and OET or to teaching duties for any PEAT workshops outside of an employee’s ordinary hours of work. Such teaching duties will be paid in accordance with this subclause 18.6(c) below.

(c) The payment of teaching duties in relation to PEAT workshops outside of ordinary hours of work will be paid at the applicable rate set out in Schedule 1 of this Agreement and not at overtime rates.

(d) The payment of work, or the rates of pay giving rise to such payment, associated with the delivery of accredited language tests for IELTS, TOEFL, TOEIC, and OET will not be made through any provisions under this Agreement, but in accordance with contractual arrangements made between NewSouth Global and the relevant external agency for such tests.

(e) Where overtime is worked, an employee will be paid at the following rates:

(i) **Monday to Saturday**
   - one and a half times the ordinary rate of pay for the first two hours and double the ordinary rate of pay thereafter;

(ii) **Sunday**
   - double the ordinary rate of pay; and

(iii) **Public holidays**
   - two and a half times the ordinary rate of pay.

(f) The minimum payment of overtime will be three (3) hours, at the overtime rates in clause 18.6(e), where overtime is worked:

(i) on a Saturday or a Sunday; or
(ii) on a public holiday.

### 18.7 Meal Allowance
An employee authorised to work in either of the following circumstances will be paid a meal allowance, following current university practice, in addition to any overtime payment:

(i) for a period of two (2) hours beyond their normal finishing time and beyond 6.00pm; or
(ii) overtime for more than five (5) hours on a Saturday, Sunday or a public holiday;

18.8 Variation to Hours of Work

With the approval of the relevant Director of Studies, an employee may vary their contracted hours per week. An employee who requests a reduction in their number of hours of work on a temporary basis may not be guaranteed a return to their original number of hours of work on the cessation of such temporary reduction, unless an agreement to return to the original number of hours has been made prior to the reduction in hours taking effect.

18.9 Class Sizes

(a) NewSouth Global will apply the regulations provided for by governing bodies (including NEAS, DIAC) in relation to class sizes and student ratios, provided that there is an inconsistency between the regulations and any applicable legislation (ESOS Act), the applicable legislation will apply to the extent of any inconsistency.

(b) Clause 18.9(a) recognises that changes are occurring to both the National Code and to the Peak body, NEAS, and that the changes in regulatory requirements will be incorporated by this clause. Current legislative & industry regulated requirements include a student class ratio to classroom space (2m² per student) for international students, and NEAS accredited classes of 18 students. Class sizes for core UNSWIL courses not covered by specific regulations will be no more than 20 without prior agreement by the teacher.

(c) For the purposes of subclause 18.9(b), “core UNSWIL courses” refers to MEP, EAP; GPE; Modern Languages; and Language Teacher Education current courses (but does not include study tours or new course initiatives).

PART E  WORKPLACE MANAGEMENT

19.0 MANAGING CHANGE IN THE WORKPLACE AND REDUNDANCY
This clause will not apply to a casual employee although a casual will not be excluded from relevant information and from attending a meeting held pursuant to this clause due to their employment status.

19.1 General principle

(a) The sound management of workplace change requires the involvement of the people who will be affected by that change.

(b) An employee representative of the employee’s choosing will have the same rights to consultation and access to documentation as conferred on an employee under this clause.

19.2 Minor workplace change

NewSouth Global will consult with employees who may be significantly affected by minor workplace change issues prior to the formal implementation of any change. NewSouth Global will allow a reasonable time frame for consultation to take place.

19.3 Major Workplace Change

(a) Where major workplace change is proposed NewSouth Global will:

(i) meet and consult with directly affected employees; and
(ii) provide a detailed workplace change proposal (in writing) to directly affected employees as part of the consultation process.

(b) Major workplace change occurs in situations that have a major and substantial impact on the employee, such as, but not limited to:

(i) possible forced job losses;
(ii) outsourcing;
(iii) significant restructuring across an entire organisational unit; or
(iv) relocation to another campus that involves unreasonable additional travel.

(c) The detailed workplace change proposal will include an outline of the proposed changes, the reasons for the change proposal, the impact on employees, and the likely timeframe for consultation and implementation.

(d) Directly affected employees (and any chosen employee representative(s)) will have an opportunity to respond to the proposed change and NewSouth Global will consider any alternative(s) put forward. Directly affected employees will be advised formally of any changes to the original proposal prior to implementation.
(e) During the consultation process outlined in this clause and prior to making any forced retrenchments, NewSouth Global will consider any other proposal to minimise or eliminate the need for forced retrenchment, including allowing employees an opportunity to express interest in redeployment, voluntary separation, or pre-retirement contracts in appropriate circumstances. Forced retrenchments will only occur as a last resort.

(f) In filling positions in any new structure NewSouth Global will ensure that:

(i) employees employed on a continuing or fixed-term contract basis, whose positions remain in the new structure and are not significantly changed, will continue to hold their positions in accordance with their contract of employment; and

(ii) employees whose positions have been made redundant will be given first opportunity to apply for any new positions that have been created or made vacant in the restructure.

19.4 Implementation of Redundancies

Where a decision is made to declare a position redundant following the process above, the redundancy and redeployment provisions of subclause 19.5 will apply.

19.5 Redeployment and Retrenchment

(a) Where NewSouth Global declares a position redundant following the process set out above, the employee holding that position will be advised in writing by the CEO that he or she must elect to seek redeployment within a period of two (2) weeks or be retrenched. Where the employee elects to seek redeployment he or she will undertake a redeployment process for a period of ten (10) weeks from the date of election. Where NewSouth Global and the employee cannot identify an agreed suitable alternative position within the ten (10) week redeployment period, the employee will be retrenched.

(b) At any time during the ten (10) week redeployment period, the employee may elect to terminate the redeployment process and be retrenched.

(c) Redeployment placement will be on the basis of a trial period. If the redeployment trial is unsuccessful, the employee will be retrenched in accordance with subclause 19.5(f) below.

(d) An employee who does not elect redeployment in accordance with clause 19.5(a) above will be given written notice of not less than ten (10) weeks of the date of retrenchment, or at the election of the employee, ten (10) weeks’ payment in lieu of notice, provided that NewSouth Global may place the employee on paid leave (not being annual leave or long service leave) during the notice period.
(e) An employee who elects to work part or all of the ten (10) week notice period (including through a redeployment process) will only receive on retrenchment payment for the balance of the ten (10) weeks not worked.

(f) An employee who is retrenched will be entitled to:

(i) a severance payment based on three (3) weeks salary for every completed year of service to a maximum of 52 weeks;
(ii) payment for accrued annual leave in accordance with Clause 25.0;
(iii) payment on a pro-rata basis for leave loading; and
(iv) payment for any long service leave in accordance with Clause 30.0.

(g) Where NewSouth Global declares a position redundant but obtains acceptable alternative employment for the employee, it may apply to the AIRC to have the severance payment or retrenchment benefit varied or waived.

19.6 Redeployment to a Lower Level Position

An employee who agrees to be redeployed to a position at a level lower than his or her previous salary level will receive salary maintenance at his or her previous rate of pay for twelve (12) months.

20.0 PROFESSIONAL DEVELOPMENT

An employee will meet annually with his or her supervisor in order to review his or her work in the past year, to discuss work in future years and to discuss the employee’s own personal career development. The major areas for discussion will include:

(i) how the employee’s position links to the wider plans of the work unit and of NewSouth Global;
(ii) allocated duties within the work unit and the employee’s development needs associated with meeting work unit and NewSouth Global’s goals; and
(iii) support needed by the employee from the work unit and from NewSouth Global in order to achieve personal career goals.

21.0 INCREMENTAL PROGRESSION AND PERFORMANCE BONUS

(a) Incremental progression through the steps detailed in Schedule 1 of this Agreement will occur annually. Progression will continue to the top step of the relevant salary range for the position, except where a determination is made under subclause 21.0(d).

(b) Where an employee’s performance is recognised as being of an exceptionally high standard, the CEO may approve accelerated progression of two or more steps.
(c) Where the employee’s performance is not satisfactory and a supervisor proposes to withhold an increment from an employee entitled to incremental progression, the supervisor will:

(i) advise the employee of the reasons for the proposed withholding of the increment; and
(ii) give the employee an opportunity to respond to the reasons provided; and
(iii) allow sufficient opportunity (usually at least three (3) months) for the employee to improve performance to the standard required to progress to the next incremental step.

(d) Where the steps referred to in clause 21.0(c) have been carried out and the supervisor remains of the view that the increment should be withheld, the supervisor, through the Director, will make a recommendation to the CEO who will make a final determination.

22.0 MANAGEMENT OF UNSATISFACTORY PERFORMANCE AND MISCONDUCT

22.1 General

Any decision to terminate an employee’s employment with NewSouth Global for unsatisfactory performance or misconduct will only occur in accordance with this clause.

22.2 Management of Unsatisfactory Performance

(a) Where performance concerns have been discussed at an early stage with an employee, but such discussions have not led to sufficient improvement in the employee’s performance and NewSouth Global wishes to formalise the concerns it will:

(i) advise the employee in writing of the deficiencies in performance and identify the performance standard required;
(ii) provide the employee with an opportunity to respond to the concerns and to raise any mitigating circumstances; and
(iii) if still concerned having considered any response by the employee, provide the employee with:
   A. an outline of the performance deficiencies and the performance standard required;
   B. a reasonable opportunity and timeframe to improve performance to the standard required; and
   C. guidance, assistance or counselling necessary to improve performance.

(b) Where the supervisor believes that the employee’s performance remains unsatisfactory following the steps set out in subclauses 22.2(a), the supervisor
will advise the employee in writing of the deficiencies in performance, and of any further proposed action. The employee will have an opportunity to make a response to the supervisor’s assessment.

22.3 Management of Allegations of Misconduct or Serious Misconduct

(a) Where a matter of possible misconduct arises, it will normally be discussed by the supervisor (or where relevant the supervisor’s supervisor) with the employee to determine whether it can be resolved through guidance, counselling or other appropriate action in the first instance.

(b) Where the discussion in subclause 22.3(a) has not resolved a matter, or where such discussion would be inappropriate due to the serious nature of the allegation(s), a supervisor (or where relevant the supervisor’s supervisor) will detail the allegation(s) of misconduct or serious misconduct in writing and give the employee an opportunity to respond to the allegation(s) and to raise any mitigating circumstances.

(c) Where an allegation(s) of misconduct or serious misconduct have been made against an employee, NewSouth Global may direct the employee to be absent from the workplace on full pay pending the resolution of the matter.

(d) The relevant Director of Studies will consider the employee’s response to the allegation(s) and any other relevant material, and advise the employee of any proposed action.

22.4 Recommendation to Terminate Employment

(a) Where, following the procedures outlined in subclauses 22.2 or 22.3, the Director of Studies proposes to terminate the employment of an employee, the Director will prepare a recommendation for consideration by the CEO.

(b) The recommendation will clearly set out the reasons for the recommendation, the steps taken by NewSouth Global in accordance with subclauses 22.2 or 22.3 and any response made by the employee, including mitigating circumstances and any other relevant material.

(c) A copy of the recommendation will be provided to the employee, who will have a period of five (5) working days after being provided with a copy of the recommendation to provide to the CEO a submission in response to the recommendation.

(d) The CEO will make a final determination as to whether the employment should be terminated, having taken into account both the recommendation of the Director of Studies and any response by the employee.

23.0 PROBATION
(a) An employee may be required to serve a period of probation at the commencement of employment. The period of probation will be reasonable having regard to the nature and circumstances of the employment.

(b) Any second or subsequent fixed term contract will not contain a period of probation where the employment is a continuation of the initial fixed-term employment.

(c) An employee will be advised of, and given an opportunity to make response to, any adverse material about his or her performance or conduct which NewSouth Global intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

**PART F LEAVE**

**24.0 GENERAL LEAVE CONDITIONS**

(a) In the event of the death of an employee, the monetary value of all annual and long service leave for which the employee was eligible at the time of death will be paid to his or her legal personal representative, unless paid by NewSouth Global to the employee’s widow or widower or to the guardian of the infant children of the employee.

(b) NewSouth Global may direct an employee to take accrued long service leave provided that it provides the employee with reasonable notice of the timing of the leave and takes into consideration any wishes of the employee in relation to the timing of the leave. NewSouth Global may only direct an employee to take long service leave if:

(i) he or she has a minimum long service leave entitlement of 100 working days; and
(ii) he or she is not within two years of their stated retirement date; and
(iii) a minimum period of one (1) month of long service leave is taken; and
(iv) his or her wishes about the duration of the leave are taken into consideration by NewSouth Global; and
(v) he or she has not taken long service leave at the direction of NewSouth Global in the previous two years.

(c) Where an employee takes long service leave or paid maternity leave at half pay, the employee’s entitlement to annual leave will accrue at half the rate described in clause 25.1 below.

(d) Absence on any form of approved leave does not break continuity of service with NewSouth Global.

(e) Absence on any form of paid leave will count as service for all purposes.
(f) Absence on unpaid parental leave will count as service for long service leave purposes where the employee has completed ten (10) years of service with NewSouth Global (or UNSW) and the period of the unpaid parental leave taken is less than six (6) months. All other forms of unpaid leave will not count as service.

(g) Any entitlements of an employee employed on part-time basis in this Agreement will be paid on a pro-rata basis calculated by reference to the time worked as a proportion of the time worked by a full-time employee in the same classification.

(h) Except where an express provision applies, the provisions of clauses 25.0 – 36.0 of this Agreement will not apply to a casual employee.

25.0 ANNUAL LEAVE

25.1 Entitlement

(a) An employee will be entitled, after the completion of each twelve (12) months of service, to take four (4) weeks of annual leave at his or her base rate of pay in addition to any public holiday occurring while the employee is on annual leave.

(b) Annual leave will accrue fortnightly, provided that where the services of an employee terminate for any reason, credit will be given for periods of less than one fortnight in computing any leave that may be due.

25.2 Illness during annual leave

If an employee, who is eligible for sick leave, produces a satisfactory medical certificate to the effect that he or she has been incapacitated for a period of one (1) week or more while on annual leave, NewSouth Global will re-credit the employee with an equivalent period of annual leave. No such re-credit will be granted to an employee on annual leave immediately prior to retirement, resignation or termination of employment.

25.3 Annual Leave Loading

(a) Employees will be paid an annual leave loading equivalent to 17.5% of four (4) weeks at the base rate of pay.

(b) Broken service during a year does not attract the annual leave loading. For example, if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the above conditions.

(c) The annual leave loading is to be calculated on the base rate of pay in force on the date when the employee is proceeding on annual leave, or at the base rate of pay in force on the date the annual leave loading is paid.
(d) Part-time employees who satisfy the above conditions will be eligible for payment of annual leave loading on a pro rata basis.

25.4 Payment of Annual Leave Loading on Termination

The following arrangements will apply in respect to the payment of annual leave loading on termination:

(i) Upon retirement or termination by NewSouth Global for any reason other than misconduct, an employee who has not been paid an annual leave loading to which he/she is entitled will be paid the loading that would have been payable had the retirement or termination not occurred.

(ii) On resignation or dismissal for misconduct, annual leave loading is not payable when an employee is granted annual leave to his or her credit, or the monetary value thereof.

26.0 SICK LEAVE

(a) An employee who satisfies NewSouth Global that he or she is unable to perform his or her duties by reason of personal illness or personal incapacity (not being illness or incapacity caused by injury arising out of or in the course of his or her employment) will, subject to the conditions specified in this clause, be entitled, during such illness or incapacity, to sick leave with pay for which ever is greater of the periods specified hereunder:

(i) Two weeks during the first year of service; three weeks in the second year of service; six weeks in any subsequent year of service.

(ii) A period calculated by allowing two weeks for each completed year of service and by deducting from this calculation, the number of days of sick leave previously allowed during the whole of the employee’s service.

(b) If any sick leave absence exceeds three (3) consecutive working days, the employee will provide a certificate by a medical practitioner as to the nature of the illness or incapacity involved.

(c) NewSouth Global may require an employee to produce a certificate from a medical practitioner for any sick leave absence (subsequent to such requirement being made) stating that the employee is unable to attend for duty on a day or days in respect of which he or she claims sick leave.

(d) An employee absent from duty due to personal illness or personal incapacity will:

(i) inform his or her supervisor as soon as practicable of his or her inability to attend for duty; and
(ii) state the estimated duration of the absence.

27.0 CARER’S LEAVE

27.1 Interpretation

“Carer’s leave” refers to the use of part of an employee’s entitlement to sick leave for the purposes of caring for an immediate family member.

27.2 Entitlement to Carer’s leave

(a) Carer’s leave is available as follows:

(i) In the first two years of employment, the employee can take up to ten (10) days of available sick leave as carer’s leave in any year for each of the first two (2) years.

(ii) In the third and subsequent years of employment, the employee can take up to twelve (12) days of available sick leave as carer’s leave per year.

(b) If the current year’s entitlement to sick leave is exhausted, accumulated sick leave may be accessed for carer’s leave.

(c) If all accessible leave for the purpose of carer’s leave is exhausted, an employee may, with the approval of the Director, take leave without pay to cover the absence.

27.3 Conditions of Carer’s Leave

To be entitled to carer’s leave, the following conditions apply:

(a) Normally, the employee must be responsible for the care and support of the person concerned.

(b) The employee will not be entitled to take carer’s leave where another person has carer’s leave to care for the same person.

(c) All absences for carer’s leave, apart from three (3) single day absences per year, must be supported by a medical certificate from the treating doctor of the person under care stating the illness of the person concerned and that the illness is such as to require care by another.

28.0 BEREAVEMENT LEAVE
(a) An employee is entitled to three (3) days of bereavement leave in relation to the death of an immediate family member.

(b) In addition to the entitlement in clause 30.0(a), more than three (3) days of paid leave, or an additional period of leave without pay, may be allowed by NewSouth Global, for example, for compassionate reasons or for the employee to meet ceremonial and religious requirements regarding bereavement. Each application will be dealt with by the Director taking into account the recommendation of the relevant supervisor.

(c) An employee who is on a period of approved leave at the time of death of an immediate family member may apply for up to three (3) days of bereavement leave and be recredited the other approved period of leave, provided that such re-crediting will not occur more than once in any year.

29.0 SPECIAL LEAVE

(a) Special leave with pay of up to three (3) days per year may be given to an employee on account of special circumstances or emergencies. Applications for special leave will be considered on their merits.

(b) Special circumstances or emergencies:

(i) may include situations such as where the employee’s home has been damaged by fire, flood or other mishap, burglary, or where the employee is to take part in state emergency services activities.

(ii) do not include situations such as moving house, care of an immediate family member, attendance at union state or national conferences or similar events or other private business that the employee was aware of in advance sufficient to use other forms of leave.

(c) There is no entitlement to special leave if the leave sought coincides with any other period of leave.

30.0 LONG SERVICE LEAVE

(a) An employee will be eligible for long service leave as follows:

(i) After ten (10) years service (whether continuous or broken) to three (3) months leave on full pay or six (6) months leave on half pay.

(ii) After fifteen (15) years service (whether continuous or broken) to four months and fifteen days leave on full pay or nine (9) months leave on half pay.
(iii) For service between ten (10) years and fifteen (15) years (whether continuous or broken), leave will accrue proportionately on the basis of subclause 30.0(a)(i) above.

(iv) For service in excess of fifteen (15) years (whether continuous or broken), leave additional to that prescribed in subclause 30.0(a)(ii), pro-rata at a rate of two months and fifteen days on full pay or five (5) months on half pay, for each completed five (5) years of service.

(v) Where an employee has completed at least five (5) years continuous service, but less than ten (10) years continuous service, and his or her services are terminated by NewSouth Global 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 will be entitled to a proportionate amount of long service leave on the basis of three (3) months for fifteen (15) years of service. For the purposes of the application of this provision, it will be interpreted in the same manner as the similar provision in the New South Wales Long Service Leave Act, 1955, as amended.

(b) A casual employee will be eligible for long service leave as provided for in the New South Wales Long Service Leave Act, 1955, as amended.

(c) If an employee has an entitlement to long service leave under subclause 30.0(a)(i)-(iv), but prior to entering upon such leave has his or her employment terminated by dismissal or by notice duly given by either party, he or she will be entitled to receive the monetary value of the leave at credit computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.

(d) In addition to the conditions specified in subclauses 24.0(e) and 24.0(f) above:

(i) Where an employee is granted leave for service in the Australian Defence Forces, such service will be counted as ordinary service in computing long service leave;

(ii) Any period of leave without pay not exceeding six (6) months will count for long service leave purposes where an employee has completed ten (10) or more years service, but where such period of leave without pay exceeds six (6) months, the whole period of leave without pay will not count as service;

(iii) NewSouth Global may from time to time agree that certain periods of leave without pay taken after 1 July 1971 may count as service.

(e) Eligibility for long service leave will be determined taking into account prior continuous paid service with NewSouth Global, New South Wales universities, and with any other Australian universities which grant transferability of service with Australian universities for long service leave to employees employed by those universities, provided that:
(i) prior continuous paid service with another or other Australian university/universities prior to 1 January 1969, will not be taken into account when determining eligibility for long service leave;

(ii) if an employee has availed himself or herself of long service leave or is eligible to be paid, or has been paid, in lieu of long service leave by the releasing university, the employee will not accrue any entitlement to leave for the period of service with the releasing university for which leave has been paid, or for which there is eligibility for payment, but, subject to these conditions, such a period will be included as qualifying service for determining when the employee is eligible to take long service leave under this Agreement;

(iii) there is not more than two (2) months between the cessation of employment with a releasing university and the commencement of employment with NewSouth Global, in which case continuity of service will be deemed not to have been broken for the purposes of long service leave. However, the period between the two (2) contracts of employment will not be taken into account in determining length of service for long service leave;

(iv) the employee will be required to serve at least five (5) years with the NewSouth Global (including service with UNSW) before being permitted to take accrued long service leave, or to be paid in lieu on termination of employment, except that in eligible cases, payment in lieu of such leave will be made when an employee:

   (a) dies;
   (b) retires on or after 60 years of age, or such other age as the retirement provisions of the Superannuation Act, 1916, may provide; or
   (c) receives an invalid or breakdown pension under the provisions of the Superannuation Act, 1916; and

(v) these conditions will not apply to employees on short-term appointments at the University, however, when an employee is appointed to a position which is not short-term full recognition for all prior continuous service will be given in accordance with these conditions.

(vi) Service with the Universities of the South Pacific or Papua New Guinea or the Papua New Guinea Institute of Technology or any recognised University in New Zealand, may also be recognised for determining long service leave eligibility.
(f) **Cashing out Long Service Leave**

An employee who has a long service leave accrual in excess of three (3) months may apply to convert part of that amount to a monetary equivalent of long service leave.

### 31.0 PARENTAL LEAVE

#### 31.1 Maternity Leave

(a) An employee who becomes pregnant is entitled to a period of up to fifty-two (52) weeks of maternity leave. Such leave will be taken within the period from twenty (20) weeks before the expected date of delivery to fifty-two (52) weeks after the commencement of the period of paid leave.

(b) By agreement with NewSouth Global, the maternity leave may be taken in more than one consolidated period.

#### 31.2 Adoption Leave

(a) An employee who adopts a child is entitled to a period of up to fifty-two (52) weeks of adoption leave, commencing from the date of placement of the child.

(b) Adoption leave may not be accessed for a child who has been living with the partner (including same-sex partner) of an employee prior to the employee adopting the child.

#### 31.3 Conditions for Maternity and Adoption Leave

(a) Where an employee takes maternity leave in accordance with subclause 31.1 above, twenty-six (26) weeks of the leave will be on full pay, in addition to any public holiday occurring while the employee is on parental leave. The remaining period of the leave will be unpaid.

(b) Where an employee takes adoption leave for a child under the age of five years in accordance with subclause 31.2 above, twenty-six (26) weeks of the leave will be on full pay, in addition to any public holiday occurring while the employee is on parental leave. The remaining period of the leave will be unpaid. Where the child is five years or older the entitlements set out in clause 31.5 will apply to the employee.

(c) For part-time employees, the paid portion of the leave will be paid at the proportionate part-time rate of pay. Where a full-time employee has converted to part-time employment prior to going on maternity leave for reasons related to the pregnancy, she will be paid at the full-time rate of pay.

(d) An employee may elect to take the twenty-six (26) weeks of paid maternity or adoption leave entitlement over a period of fifty-two (52) weeks at half pay. All
leave accruals during the period of paid maternity or adoption leave at half pay will be calculated on a pro rata basis.

(e) In addition to the period of fifty-two (52) weeks leave referred to in subclause 31.1 and 31.2, an employee may apply to NewSouth Global for additional unpaid leave.

31.4 Partner Leave

An employee will be entitled to partner leave as follows:

(a) An employee will be entitled to two (2) weeks of paid partner leave, to be taken during the period three (3) weeks prior to and three (3) months after the expected birth or placement of the child. For part-time employees, the paid portion of the leave will be paid at the appropriate part-time rate of pay.

(b) In addition to the two (2) weeks paid leave set out in subclause 31.4(a), an employee whose partner (including same-sex partner) has given birth to a child will be entitled to a further unbroken period of fifty (50) weeks of unpaid partner leave.

(c) In addition to the periods of partner leave referred to in subclauses 31.4(a) and (b), an employee may apply to their supervisor for additional unpaid partner leave.

31.5 Foster Parent Leave

(a) From the time that the child enters their care an employee acting as the primary carer of a foster child on a long term placement will be entitled to fifty-two (52) weeks unpaid leave minus any period of paid leave pursuant to subclauses 31.5(b)(i) and (ii) below.

(b) An employee will be entitled to paid foster parent leave of:

(i) three (3) weeks on full pay or six (6) weeks leave on half pay if the child is younger than five; or

(ii) two (2) weeks on full pay or four (4) weeks leave on half pay if the child is five and over.

31.6 General Conditions of Parental Leave

(a) Unless it is impracticable, an employee will provide their supervisor with at least ten (10) weeks’ notice of the intention to take parental leave and at least four (4) weeks’ notice of the date when the parental leave will commence.

(b) An employee who has taken maternity leave will not be eligible for partner leave in respect of the same child.
(c) All forms of paid parental leave may be taken by either parent, except that where both parents are employed by NewSouth Global, one employee’s paid adoption leave entitlement will be reduced by any period of paid adoption leave taken by the employee’s partner (including same-sex partner).

(d) Appropriate certification relating to the birth or adoption of the child and, where appropriate, the employee’s legal responsibility must be produced if required by NewSouth Global.

(e) If requested by an employee, any paid portion of parental leave may be paid as a lump sum.

(f) NewSouth Global will consider any request by an employee pursuant to subclause 31.3(e) and subclause 31.12(a) having regard to NewSouth Global’s circumstances and, provided the request is genuinely based on the employee’s parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the work unit or NewSouth Global’s business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

### 31.7 Fixed-term Appointments

(a) An employee employed on a fixed-term contract of employment will cease to have an entitlement to parental leave upon the expiration of the contract, except as provided for in subclauses 31.7(b) and (c) below.

(b) An employee employed on a fixed term contract of employment whose contract expires when she is at least twenty (20) weeks’ pregnant, and whose employment is not continued beyond the expiry date of the contract, will be entitled to payment of the full paid maternity leave in accordance with subclause 31.3 unless:

(i) she was offered and refused another contract of employment broadly comparable to her existing position; or

(ii) a significant majority of the duties and responsibilities of the existing position are no longer being performed.

(c) An employee employed on a fixed term contract who is on maternity leave at the expiry of the contract and who is subsequently employed on a further employment contract for the same position after a gap in time, not being longer than the period of parental leave would have been, will be entitled to the full paid maternity leave entitlement subject to fulfilling the eligibility requirements set out in this clause.
31.8 Casual Employees

(a) A casual employee who is pregnant will be entitled to fourteen (14) weeks of maternity leave on full pay and thirty-eight (38) weeks of unpaid maternity leave provided that:

(i) she has been employed by NewSouth Global on a regular and systematic basis for a continuous period of at least twenty-four (24) months, including breaks in service not exceeding four (4) months, immediately prior to the pregnancy; and

(ii) she has not accessed paid maternity leave from any other employer for the pregnancy.

All other casual employees employed on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least twelve (12) months, and has a reasonable expectation of ongoing employment, will be entitled to take up to 52 weeks unpaid leave.

(b) Notwithstanding subclause 31.8(a), a casual employee will not have an entitlement to re-employment at the end of a period of approved maternity leave.

(c) A casual employee who takes maternity leave will remain an employee of NewSouth Global for the period of maternity leave.

(d) Where a casual employee declares a desire to return to work following a period of maternity leave but work no longer exists, the employee will cease employment as at the last day of maternity leave. However, the work unit in which the casual employee was employed will give reasonable consideration to the employee for suitable casual work.

(e) A casual employee who receives paid maternity leave will be paid at a fortnightly rate of pay equal to the average fortnightly rate of pay the employee was paid over the twelve (12) months immediately preceding the date on which maternity leave is commenced. The full amount of the maternity leave will be paid to the casual employee at the commencement of the maternity leave.

31.9 Continuity of Service and Other Conditions of Employment

(a) Incremental progression will continue during periods of paid parental leave and where the employee has either been at work or on paid leave for at least six months of the previous twelve (12) month period.

(b) An employee may elect to cover any of the period of unpaid parental leave by taking accrued annual leave and/or long service leave.
31.10 Unplanned Cessation of Parental Leave

(a) If parental leave has commenced, or has been approved but not commenced, and:

(i) in the case of maternity leave, the pregnancy of the employee terminates other than by the birth of a living child, or the employee’s child dies during the period that the staff member is on leave; or

(ii) in the case of adoption leave, the child dies during the period that the employee is on leave;

the employee will be entitled to sick leave and bereavement leave in addition to any entitlement to such leave set out elsewhere in this Agreement to a maximum of fourteen (14) weeks from the date of expected date of birth or placement of the child.

(b) A medical certificate will be required to support any period of leave pursuant to subclause 31.10(a) above.

31.11 Resumption of duty

(a) On finishing parental leave, an employee is entitled to resume work in the position he or she held immediately before commencing parental leave except that:

(i) if the employee was transferred to a safe job because of her pregnancy, the relevant position is the position held immediately before the transfer;

(ii) if the employee began working part-time because of the pregnancy, the relevant position is the position held immediately before the employee began working part-time;

(iii) if immediately before starting parental leave the employee was acting in or temporarily performing the duties of a position for a period equal to or less than the parental leave, then the relevant position is the position held by the employee immediately before taking the acting or temporary position.

(b) An employee on parental leave will be consulted in accordance with Clause 19 (Managing Change In the Workplace And Redundancy) of this Agreement concerning any significant workplace change affecting the position she/he held before commencing parental leave.

(c) If that position no longer exists, NewSouth Global will employ the employee in a position commensurate with the classification and duties of the position the employee was performing immediately prior to taking parental leave.
(d) If no such position is identified, the employee may be retrenched with the appropriate retrenchment benefit in accordance with Clause 19 of this Agreement.

(e) An employee may negotiate with NewSouth Global to return to work from a period of parental leave earlier than the date originally approved.

31.12 Return to Work on a Part-Time Basis

(a) A full-time employee on a period of parental leave may return to work on a part-time basis for a defined period following the completion of the parental leave. An employee may request to extend the defined period until the child reaches school age.

(b) An application to return to work on a part-time basis must be made at least eight weeks prior to the completion of the parental leave.

(c) If it is not practicable for an employee to resume work on a part-time basis in the position which he or she held prior to taking parental leave, the employee will be so advised. If in such circumstances NewSouth Global identifies a suitable vacant position to which the employee may be placed on a part-time basis, and the employee agrees, the employee will be placed in the alternate position and be paid the appropriate proportion of the salary applicable to her or his former substantive position for the period of part-time employment.

(d) At the conclusion of the period of part-time employment, the employee will return to his or her substantive position on a full-time basis. If the former position occupied by the employee prior to taking parental leave no longer exists, the provisions of subclause 31.11(c) and (d) will apply.

32.0 OBSERVATION OF HOLY DAYS AND ESSENTIAL RELIGIOUS OR CULTURAL DUTIES

An employee of NewSouth Global will be granted annual leave or long service leave (where the employee has an entitlement to annual leave or long service leave) or leave without pay or leave from accrued flexible working hours for the purpose of observing holy days or attend essential religious or cultural duties associated with a particular religious faith or culture.

33.0 JURY LEAVE AND WITNESS LEAVE

33.1 Jury leave

(a) An employee required to serve as a juror will:

(i) notify his or her supervisor of the dates of any absence from work expected as a result of that service.
(ii) provide NewSouth Global with proof of the dates of attendance, and the monies received for the jury service, other than any travel allowance.

(b) NewSouth Global will pay to the employee his or her full salary for the period of jury service, but the employee is required to pay NewSouth Global the money received for the jury service, other than any travel allowance.

33.2 Witness leave

(a) An employee required to attend as a witness should notify NewSouth Global through his or her supervisor of the dates of any absence from work.

(b) An employee required as a witness by NewSouth Global, or directly in a matter relating to a University award or industrial agreement in the AIRC, will be regarded as being on duty and consequently there will be no loss of pay or leave for the absence from work.

(c) An employee called as a witness by a party other than NewSouth Global, or in a matter unrelated to NewSouth Global, may choose to take leave without pay or take annual leave. Where this occurs, the employee must notify his/her supervisor in advance.

34.0 DEFENCE FORCES LEAVE

34.1 Amount of Leave

In the twelve (12) month period ending 30 June each year, an employee may be granted paid leave to attend Defence Forces Reserves Training programs or courses on the following basis:

<table>
<thead>
<tr>
<th></th>
<th>Annual Training</th>
<th>School, class or course of instruction</th>
</tr>
</thead>
<tbody>
<tr>
<td>Navy</td>
<td>13 calendar days</td>
<td>13 calendar days</td>
</tr>
<tr>
<td>Army</td>
<td>14 calendar days</td>
<td>14 calendar days</td>
</tr>
<tr>
<td>Air Force</td>
<td>16 calendar days</td>
<td>16 calendar days</td>
</tr>
</tbody>
</table>

34.2 Additional Leave

(a) Additional leave not exceeding four (4) calendar days in any year ending 30 June may be granted on written certification of its necessity by the employee’s Commanding Officer.

(b) Any further leave may be granted as a charge against the employee's accrued annual leave, or as leave without pay.
34.3 Refusal of Leave

NewSouth Global may refuse an application for leave if it would be inconvenient to the work unit to grant the leave requested.

35.0 STUDY AND EXAMINATION LEAVE

(a) Where a supervisor approves a course of study being undertaken by an employee which has direct relevance to their position, study time of half an hour for each one hour of class contact time (or equivalent for distance education) is available up to a maximum of four hours per week.

(b) In addition to the study time referred to in subclause 35.0(a), additional time off may be granted for the purpose of attending examinations required in the course of study.

36.0 PUBLIC HOLIDAYS

(a) An employee will be entitled to observe the following days, or days proclaimed as holidays in substitution for those days, without loss of pay:

New Year’s Day
Australia Day
Canberra Day (UNSW@ADFA only)
Good Friday
Easter Monday
Anzac Day
Queen’s Birthday
Labour Day
Christmas Day
Boxing Day
August Bank Holiday (to be taken on the first weekday after Boxing Day) and all other proclaimed Public Holidays for the state of NSW and the ACT (as applicable)

(b) Where a public holiday prescribed in this clause occurs during the period an employee is absent on annual leave or sick leave, no deduction will be made for that day from the employee’s annual or sick leave entitlement.

PART G OTHER MATTERS

37.0 IMPLEMENTATION COMMITTEE

(a) The parties agree that for the purposes of facilitating the implementation of this Agreement, an Implementation Committee will be established which will:
(i) comprise two employees nominated by the Union and two management representatives nominated by NewSouth Global;
(ii) meet at the request of either party to this Agreement to discuss issues arising out of, and to develop strategies for the implementation of this Agreement; and
(iii) be cognisant of the special needs of EEO groups.

(b) NewSouth Global will provide reasonable paid time to those employees referred to in clause 37(a)(i) to attend meetings held by the Implementation Committee.

(c) NewSouth Global will provide information to employees twice-yearly on the number of employees employed on continuing, fixed term and casual employment.

38.0 COMPENSATION FOR LOSS OR DAMAGE TO PERSONAL PROPERTY

(a) NewSouth Global will compensate an employee to the extent of damage sustained to personal property where such damage is sustained:

   (i) due to the negligence of NewSouth Global, another employee, or both, in the execution of their duties;
   (ii) by a defect in NewSouth Global’s materials or equipment, or
   (iii) where an employee has protected or attempted to protect NewSouth Global’s property from loss or damage.

(b) For the purposes of this clause, personal property means an employee’s clothes, spectacles, hearing-aid or tools of trade which are ordinarily required for the performance of duties.

(c) This clause will not apply when an employee is entitled to payment under the relevant workers’ compensation legislation for such damage.

39.0 EMPLOYEE PERSONNEL FILES

(a) An employee will be able to view their personnel file and should be advised of any adverse reports or documents relating to performance placed on that file.

40.0 OCCUPATIONAL HEALTH AND SAFETY (OH&S)

(a) NewSouth Global is committed to meeting its statutory obligations under the prevailing OH&S legislation applying to NewSouth Global.

(b) NewSouth Global will ensure that consultation and provision of information relating to OH&S is a priority.
(c) NewSouth Global will organise a meeting of its OH&S Committee to deal with any OH&S concerns raised by employees, upon request from an employee (or their chosen representative).

(d) NewSouth Global will provide and maintain adequate first-aid facilities (see subclause 12.2 for details on the allowance payable to an employee serving as a First Aid Officer).

41.0 REPRESENTATION OF EMPLOYEES

(a) An employee who has been appointed by the Union to act as an employee representative will be allowed reasonable paid time by NewSouth Global to conduct his or her representative activities.

(b) An employee appointed to act as an employee representative will be allowed reasonable paid leave of absence by NewSouth Global to attend a training course or courses relevant to his or her duties as an employee representative. The maximum number of hours of paid time that NewSouth Global will approve for attendance at a training course or courses will be seventy (70) per annum, regardless of the number of employees appointed to act as an employee representative.

Signed for and on behalf of the National Tertiary Education Industry Union

[Print name]

in the presence of

[Print name]

Date

Signed for and on behalf of NewSouth Global Pty Ltd

[Print name]

in the presence of

[Print name]

Date
PART H – SCHEDULE 1

SALARY RATES

LANGUAGE FACILITATOR

<table>
<thead>
<tr>
<th>Step</th>
<th>Current</th>
<th>From First full pay period after staff endorsement of the Agreement</th>
<th>From First full pay period commencing six (6) months after the date when staff endorsed the Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>42,390</td>
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<td>6</td>
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<td>7</td>
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CASUAL HOURLY RATE FOR A LANGUAGE FACILITATOR

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<th>Current</th>
<th>From First full pay period after staff endorsement of the Agreement</th>
<th>From First full pay period commencing six (6) months after the date when staff endorsed the Agreement</th>
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<tbody>
<tr>
<td>54.87</td>
<td>56.24</td>
<td>57.65</td>
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</tbody>
</table>

Rate derived by \( \text{(Annual salary for Step 5 ÷ 52 ÷ 35 x 1.5) x casual loading} \)

CASUAL HOURLY RATE FOR A NON CLASSROOM LANGUAGE FACILITATOR

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<tbody>
<tr>
<td>34.57</td>
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SENIOR/SPECIALIST TEACHER

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<tbody>
<tr>
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<td>64,018</td>
<td>65,618</td>
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<tr>
<td>2</td>
<td>64,609</td>
<td>66,224</td>
<td>67,880</td>
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### HEAD OF STUDIES

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<th>From First full pay period commencing six (6) months after the date when staff endorsed the Agreement</th>
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<tbody>
<tr>
<td>1</td>
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<td>67,673</td>
<td>69,365</td>
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<tr>
<td>2</td>
<td>68,177</td>
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<td>71,628</td>
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### CASUAL CULT* AND PEAT** HOURLY MARKING RATE

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<th>Current</th>
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<th>From First full pay period commencing six (6) months after the date when staff endorsed the Agreement</th>
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<tbody>
<tr>
<td>48.97</td>
<td>50.19</td>
<td>51.44</td>
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* Combined University Language Test - English test for students of NESB for university entrance

** Professional English Assessment Test – test for overseas trained teachers

### PEAT WORKSHOP TEACHING RATE (OUTSIDE OF ORDINARY HOURS OF WORK)

<table>
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<tr>
<th>From First full pay period after staff endorsement of the Agreement</th>
<th>From First full pay period commencing six (6) months after the date when staff endorsed the Agreement</th>
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<tbody>
<tr>
<td>65.00</td>
<td>66.63</td>
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