

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/71

TITLE: NewSouth Global (ETC Casual Markers) Enterprise Agreement
2003

I.R.C. NO: IRC3/999

DATE APPROVED/COMMENCEMENT: 28 March 2003

TERM: 28 March 2004

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 2 May 2003

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

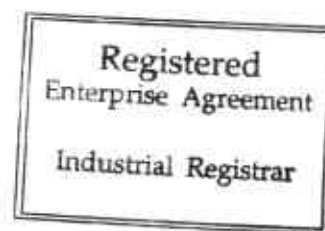
EMPLOYEES: Applies to all casual employess employed by New South Global Pty Ltd engaged to mark the Secondary Numeracy Assessment Program, English Language and Literacy Assessment, the Primary Writing Assessment for Years 3 and 5 and the Computer Skills Assessment Task

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



NewSouth Global
(ETC Casual Markers)
Enterprise Agreement

2003



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SECTION 1 - THE AGREEMENT

1. Agreement Title

- 1.1 This Agreement shall be known as the NewSouth Global (ETC Casual Markers) Enterprise Agreement 2003.

2. Definitions

- 2.1 "Corporate Marking" means the marking and other activities associated with the Secondary Numeracy Assessment Program, English Language and Literacy Assessment, the Primary Writing Assessment for Years 3 and 5 and the Computer Skills Assessment Test responses, or other statutory tests conducted by the Educational Testing Centre, a Division of NewSouth Global Pty Limited on behalf of the Department of Education and Training.
- 2.2 "Employees" means markers of the Secondary Numeracy Assessment Program, English Language and Literature Test, Primary Writing Assessment for Years 3 and 5 and the Computer Skills Assessment.
- 2.3 "Marker" means a person employed as such for the purpose of Corporate Marking.

- 2.4 "Parties" means NewSouth Global Pty Ltd and the New South Wales Independent Education Union.
- 2.5 "Regulatory Testing of Basic Skills" means tests described in s.18 of the Education Act 1990. Those tests include, but are not limited to, the Secondary Numeracy Assessment Program, English Language and Literacy Assessment Program, the Primary Writing Assessment for Years 3 and 5 and the Computer Skills Assessment Test, but not the Basic Skills Test.
- 2.6 "Union" means the New South Wales Independent Education Union.

SECTION 2 - CONDITIONS OF EMPLOYMENT

3. Hours of Work

- 3.1 The ordinary hours of work for employees shall be:
- (a) Monday to Friday corporate marking
 - (i) 8.00am to 9:00 pm
 - (b) Weekend corporate marking
 - (i) 8.00am to 5.00pm
- 3.2 No employee will be required to work more than five hours without an unpaid meal break of between 30 minutes and one hour.

4. Termination of Services

- 4.1 An employee is entitled to 24 hours' notice of termination of services, or the equivalent of one day's ordinary pay, except where the termination is on account of misconduct of any kind or any unsatisfactory work or voluntary withdrawal by the employee.

5. Qualifications

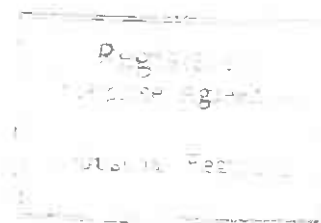
- 5.1 The minimum qualifications and experience for employment under the Agreement shall be determined as contracted by the Department of Education and Training.

SECTION 3 - RATES OF PAY AND ALLOWANCES

6. Rates of Pay and Allowances

- 6.1 The monetary rates covered by this Agreement are set out in Tables 1-2 of Schedule 1 of this Agreement.

Table 1 – Hourly Rates of Pay
Table 2 – Other Rates and Allowances



6.2 Rates

6.2.1 As the employees are engaged on a casual basis, the rates set out in Table 1, Weekday, Weeknight/Saturday and Sunday Rates of Part B of this Agreement incorporate loadings for casual engagement, leave and pro rata holiday pay. The pro rata holiday pay incorporated in the rates in Table 1 was calculated as 1/12th of the holiday rate.

6.3 An employee engaged in day marking who continues to work beyond the scheduled finishing times [ie working beyond their regular shift of 8.00 am to 5.00 pm weekdays and 8.00 am to 5.00 pm Saturdays/Sundays] until 6.30 pm shall be paid a meal allowance as set out in Table 2- Other Rates and Allowances, of Part B of this Agreement.

7. Superannuation

7.1 All employees shall be entitled to occupational superannuation at the appropriate Superannuation Guarantee Contribution (SGC) rate for all payments pursuant to clause 6.2 Rates of Pay.

SECTION 4 - AGREEMENT COMPLIANCE AND RELATED MATTERS

8. Dispute Resolution Procedures

8.1.1 Should any dispute, question or difficulty arise concerning industrial matters covered by this agreement, then the employee or the Union's workplace representative will raise the matter with the relevant Supervisor as soon as practicable.

8.1.2 The Supervisor will discuss the matter with the employee or the Union's workplace representative with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

8.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty, then the employee or the Union may raise the matter with the employer with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.

8.1.4 Where the procedures in the preceding paragraphs do not lead to resolution of the dispute, question or difficulty, the matter will be referred to NewSouth Global and the General Secretary of the Union. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

8.1.5 Should the above procedures not lead to a resolution, then either party may apply to the New South Wales Industrial Relations Commission to conciliate the matter, or if the Commission has been unable to successfully conciliate the matter, to arbitrate it.

8.2 Whilst the procedures outlined in clause 8.1 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

9. Industrial Action

- 9.1 Subject to the *Industrial Relations Act 1996*, there shall be no industrial action related to issues expressly covered by this Agreement for the nominal term of the Agreement.

10. No Further Claims

- 10.1 The parties agree that there shall be no further claims in relation to issues expressly covered by the Agreement for the nominal term of this Agreement, except as allowed by the *Industrial Relations Act 1996*.

11. Anti-Discrimination

- 11.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(j) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and carer's responsibility.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 11.3 Under the *NSW Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *NSW Anti-Discrimination Act 1977*;
 - (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

12. Parties, Coverage and Duration

- 12.1 This Agreement is made between NewSouth Global Pty Ltd and the New South Wales Independent Education Union.
- 12.2 This Agreement covers all casual employees employed by New South Global Pty Ltd engaged to mark the Secondary Numeracy Assessment Program, English Language and

Literacy Assessment, the Primary Writing Assessment for Years 3 and 5 and the Computer Skills Assessment Task.

12.3 This Agreement takes effect on and from the date of approval by the New South Wales Industrial Relations Commission with a nominal term for a period of 12 months.

Table 1 – Rates of Pay

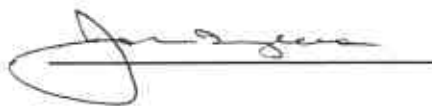
<i>Type of Marker</i>	<i>Rate from 1/3/03</i>	<i>Rate from 1/7/03</i>
Marker	\$38.48	\$40.01
Senior Marker	\$41.25	\$42.91
Group Leader	\$44.21	\$45.98

Table 2 – Other Rates and Allowances

Clause No	Description	Amount \$
8.4	Meal Allowance	17.90

SIGNATURES

Signed for and on behalf of
NEWSOUTH GLOBAL PTY LIMITED



in the presence of



dated

25 February 2003



Signed for and on behalf of
NSW INDEPENDENT
EDUCATION UNION



in the presence of



dated

25/2/03