



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Avondale University Limited**  
(AG2023/5133)

## AVONDALE UNIVERSITY ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT BOYCE

SYDNEY, 24 JANUARY 2024

*Application for approval of the Avondale University Enterprise Agreement 2023*

[1] An application has been made for approval of an enterprise agreement to be known as the *Avondale University Enterprise Agreement 2023 (Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (Act)*. It has been made by Avondale University Limited (**Employer**). The Agreement is a single enterprise agreement.

### Undertakings

[2] The Employer has provided written undertakings dated 24 January 2024. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Higher Education Industry – General Staff – Award 2020 and the Higher Education Industry – Academic Staff – Award 2020*, and that the undertakings will not result in substantial changes to the Agreement.

### Conclusion

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act, as are relevant to this application for approval, have been met.

[4] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 31 January 2024. The nominal expiry date of the Agreement is 24 January 2028.



DEPUTY PRESIDENT

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**Annexure A**



23 January 2024

Deputy President Boyce  
Fair Work Commission

**Re: Undertakings – AG2023/5133 Avondale University Enterprise Agreement  
2023**

Avondale University Limited hereby gives the following undertakings with respect of the Avondale University Enterprise Agreement 2023:

**1. Clause 26.2. Substitution of Public Holidays**

That Clause 26.2 of the Agreement shall read:

“The employer may agree with individual employees to substitute a public holiday or part holiday for another working day or part-day to be taken at a mutually agreed time. Where substitution occurs, the substituted day or part-day will be the public holiday and treated as such for the purposes of this Agreement.”

**2. Clause 31.2: Forfeiture of Entitlements**

That clause 31.2 be replaced with the following:

“If an employee fails to give the required notice in writing, or having given the required notice, leaves before the end of the notice period, then the employer may deduct from wages due to the employee under this agreement an amount that is no more than one week’s wages from the employee.”

**3. Clause 33: Abandonment of Employment”**

That the following sub-clause be added:

“33.1 Employees deemed to have abandoned their employment will be afforded their minimum notice of termination as per clause 31.2 of this agreement.”



4. **Clause 13.1: Remuneration**

That Clause 13.1 shall read as follows:

"The remuneration ranges specified with Schedules "B" and "D" are inclusive of annual leave loading and allowances, unless explicitly stated otherwise. Remuneration rates contained in Levels 7-10 of Schedule B are inclusive of all penalty rates, additional hours and overtime payments, unless explicitly stated otherwise.

Each remuneration Level contains a base Award component that cannot fall below the comparable Level in the "*Higher Education Industry General Staff Award 2020*" and the "*Higher Education Industry Academic Staff Award 2020*" and an over-Award payment (i.e. Agreement Loading) that unless otherwise specifically contained in an employee's contract or Individual Flexibility Arrangement, shall fully incorporate all traditional Award entitlements mentioned above and any over Award payment components."

5. **Clause 13.3: Reconciliation of salaries in the event of a shortfall.**

That the annualised aggregated salary levels in Schedule B and Schedule D of the agreement shall not fall below a figure that is 2% above the base rates prescribed in the "*Higher Education Industry General Staff Award 2020*" and the "*Higher Education Industry Academic Staff Award 2020*".

6. **Clause 50.3: Supported wage employees.**

That the minimum amount payable shall be not less than \$110 per week.

7. **Clause 45(b): Shift work roster change clause.**

That the following sub-clause be added:

"45(b)(iv). That where changes are made by the employer to the employee's shift or roster, or the employee is transferred between rosters the employee must be notified at least 72 hours prior to the change becoming operative. If 72 hours' notice is not provided, the employee will be entitled to a shift penalty rate of 150% of the minimum hourly rate.

The penalty rate shall not apply where employees have mutually agreed to swap shifts within a roster and this is approved in writing by their manager."

8. **Schedule D: Academic rates of pay.**

That the rates of pay for Lab Technical Preparation and Lab Assistant work will be as per the schedule below:



Casual Academic Lecturing	Per hour (including the casual loading) \$
Laboratory: Technical Preparation	41.00
Lab Assistants Casual	41.00
Other miscellaneous activity	41.00

9. **Clause 8.2: Part-time employees and overtime.**

That clause 8.2(d) read:

"Except where hours are averaged, all time worked additional to the hours mutually arranged will be treated as overtime. The employer will not require employees to work ordinary additional hours beyond their agreed roster, but may agree with the employee in advance of the rostered period to adjust their roster to work additional hours up to and including 38 hours per week."

10. **Clause 44: Overtime and Time Off in Lieu.**

That clause 44.2 read:

" All additional hours shall accrue over a period of six (6) months, during which time the employee and their line-manager shall attempt to ensure that by the end of the six (6) month period, the employee shall have achieved a zero (0) balance of accrued additional time.

By agreement, any positive or negative net balance may be carried over to the following six (6) month periods (January to July, July to December). Only with written approval from management in rare circumstances which includes, study/personal development, family/carer responsibilities, travel and health, etc. shall any balances be carried forward over a period exceeding six (6) months.

As a guide, employees would not expect to fall into an accrued time deficit exceeding two (2) days or accumulate additional hours in excess of a week.

During the accrual period, accrued time taken as additional paid time off work shall be on the basis of one (1) paid hour off work for each hour accrued.

At the employee's request, any positive net balance at the end of each six (6) month period (January to July, July to December) may be paid out with the written approval of management."



I have the authority to provide these undertakings in relation to the application before the Fair Work Commission.

Name MATTHEW BROWN

Signature 

Position CHIEF FINANCIAL + OPERATIONS OFFICER

Date 24-01-2024

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.



# **Avondale UNIVERSITY**

## **AVONDALE UNIVERSITY ENTERPRISE AGREEMENT 2023**

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**This Enterprise Agreement shall consist of three parts.**

**PART 1** – Common conditions applied to all employees bound by this Agreement.

**PART 2** – Conditions applied to employees employed in “Professional and General Staff” positions only as defined as Schedule C of this Agreement.

**PART 3** – Conditions applied to employees in designated “Academic Staff” positions only as defined in Schedule D of this Agreement.

## PART 1 – COMMON TERMS AND CONDITIONS

### 1. TITLE, OPERATION AND COVERAGE

- 1.1. This Agreement is an Enterprise Agreement made pursuant to Part 2 – 4 of the Act and shall be known as the *“Avondale University Enterprise Agreement 2023”*.
- 1.2. The nominal expiry date of this Agreement is four (4) years after the Agreement is approved by the Fair Work Commission (FWC).
- 1.3. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 1.4. While the Agreement operates, no Modern or other Award applies to the employment of employees to whom this Agreement applies, or to an employer or an employer organisation in relation to those employees.
- 1.5. Subject to the Act, this Agreement covers the following persons and entities:
  - a) Avondale University Ltd (ACN108186401); and
  - b) the employees of Avondale at each of its campuses who are employed in the Academic and Professional and General Staff classifications listed in Schedule B, C, D and E of this Agreement.
- 1.6. This Agreement does not cover persons providing unpaid voluntary assistance and/or work/vocational experience and/or training undertaken as part of a recognised course at Avondale. It also does not apply to Avondale students employed under the *“Avondale College Student Worker Collective Agreement 2006”* or to employees employed in positions of Vice-Chancellor, and other senior executive roles classified above Level E or Level 10 at Avondale.

### 2. AVAILABILITY OF AGREEMENT

This Agreement shall be available to employees through electronic media and hard copies located in the People and Culture Department.

### 3. NO FURTHER CLAIMS

For the nominal term of this Agreement, the persons covered by this Agreement will not:

- a) pursue any extra claims for any benefit or entitlement relating to a permitted matter in relation to an Enterprise Agreement for the purposes of the Act, whether by way of statutory, common law, or other form of claim; or
- b) take industrial action in support of such extra claim(s).

#### 4. ENTIRE AGREEMENT

- 4.1. This Agreement constitutes the whole Agreement between the parties to this Agreement. No other award, instrument, legislation, policy, contract or other material whether referred to in this Agreement or otherwise, forms part of this Agreement unless this Agreement expressly states that it is incorporated into the Agreement.
- 4.2. Where a provision specified in Part 1 of this Agreement is inconsistent with Part 2 Professional and General Staff or Part 3 Academic Staff, the provisions in Part 2 and 3 will apply to the extent of the inconsistency.

#### 5. APPLICATION AND DURATION

- 5.1. It is the intent that, as a result of this Agreement, no employee's overall remuneration, terms and conditions of employment will be worse off than prior to the Agreement.
- 5.2. Avondale University policies, codes, guidelines and procedures, as varied from time to time, apply to all staff but do not form part of this Agreement. Nothing in this Agreement will be taken as incorporating as a term of this Agreement any Avondale policy, procedure, code or guideline referred to in it.

Disputes arising from the implementation of Avondale University policies, other than disputes regarding the interpretation, application or operation of any provision of this Agreement will be referred through the Avondale grievance procedure, not through the Fair Treatment and Consultation procedures of this Agreement. However, Avondale University's policies and procedures will not be used as a mechanism to reduce any entitlements set out in this Agreement.

- 5.3. The parties acknowledge that the terms and conditions contained within this Agreement as a combined package result in employees being better off overall than had their employment been determined by the "Higher Education Industry General Staff Award (2020)" and the "Higher Education Industry Academic Staff Award (2020)". Any variation between an Award condition and this Agreement is therefore completely and favourably offset by the more favourable conditions, including remuneration contained within this Agreement.
- 5.4. The Agreement has a nominal expiry of four (4) years. It shall come into operation seven (7) days after approval by the Fair Work Commission (FWC). The Agreement shall remain in place, thereafter, until varied or rescinded in accordance with the Act.

#### 6. OBJECTIVES

- 6.1 The purpose of this Agreement is to streamline and consolidate existing employment conditions and diverse occupations into a single/simplified Agreement. It promotes the ongoing attainment of our strategic objectives, as a Christian Higher Education provider, in the context of our distinctive ethos and mission. This Agreement is designed to enable employees to focus on Avondale's core strategic objectives.

- 6.2. Through a professional, team-based approach, this Agreement will encourage employees to focus on contribution and results as well as entitlements and processes.
- 6.3. This Agreement is predicated on the promotion and attainment of high levels of professionalism, based on trust and accountability, loyalty and respect, and responsibility and collegiality.
- 6.4. This Agreement has the aspirational objectives of:
- a) improving organisational efficiency while enhancing job satisfaction;
  - b) encouraging collaborative work in a team environment within agreed benchmarked goals;
  - c) achieving the development and promotion of a safe, risk-free and non-discriminatory culture. To ensure co-operation is maintained between employees and the employer to achieve ongoing improvements in work health and safety against agreed performance indicators;
  - d) promoting flexible conditions of employment and working hours across a whole year while balancing family, church, community and work commitments;
  - e) creating a simpler pay classification structure that provides an opportunity to recognise and reward outstanding performance through the development of an integrated performance management system; and
  - f) ensuring a harmonious, stable workplace that promotes quality education, organisational efficiency, economic viability, student satisfaction, learning and welfare, and academic freedom and integrity.

## 7. DEFINITIONS AND INTERPRETATION

### In this Agreement:

**Academic staff member** means an employee engaged to teach students and undertake scholarly research, where a majority of the employee's teaching work is in the delivery of units or programs which are at bachelor's degree level or higher academic level, including the delivery of units which are intended subsequently to be accepted without discount as credit towards a degree;

**Accredited** means accredited by an authority exercising statutory powers of accreditation;

**Act** means the *Fair Work Act 2009* (Cth);

**Agreement** means the Avondale University Enterprise Agreement 2023;

**AOU** means Academic Organisational Units;

**ATO** means Australian Tax Office;

**Avondale** means Avondale University Ltd (ACN 108 186 401);

**Base hourly rate** has the meaning given by the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (Cth);

**Confidential Information** means any trade secret or confidential information relating to or belonging to Avondale including but not limited to any such information relating to customers or clients; customer lists or requirements; students; suppliers; terms of trade; curriculum; teaching programs or syllabus; pricing lists or pricing structures; marketing information and plans; Intellectual Property; Inventions; business plans or dealings; technical data; employees or officers; financial information and plans; designs; product lines; any document identified as being confidential by the University; research activities; software and the source code of any such software; but does not include information which:

- a) Is generally available in the public domain; and
- b) Was known by the employee prior to disclosure by Avondale, its employees, representatives or associates;

**Default fund employee** means an employee who has no chosen fund within the meaning of the *Superannuation Guarantee (Administration) Act 1992* (Cth);

**Defined benefit member** has the meaning given by the *Superannuation Guarantee (Administration) Act 1992* (Cth);

**Employee** means an individual employed by Avondale in a position contained within the classification structure specified in this Agreement;

**Employer** means Avondale University Ltd ("Avondale");

**Exempt public sector superannuation scheme** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth);

**FWC** means the Fair Work Commission;

**Higher education industry** means educational institutions providing undergraduate and post graduate teaching leading to the conferring of accredited degrees and performing research to support and inform the curriculum;

**HEIGSA** "*Higher Education Industry General Staff Award 2020*";

**HEIASA** "*Higher Education Industry Academic Staff Award 2020*";

**HEW** means Avondale Higher Education Worker;

**Intellectual Property** means all intellectual property rights whether registered or unregistered and whether existing under statute, at common law or in equity throughout the world including, without limitation:

- a) All trademarks, trade names, logos, symbols, get up, brand names or similar rights, registered or unregistered designs, patents, copyright, circuit layout rights, trade secrets and the right to have confidential information kept confidential; together with
- b) Any application or right to apply for any of the rights referred to in paragraph (a) above;

**Inventions** means any invention, discovery, idea, developments, process, plan, design, formula, specification, program or other matter of work whatsoever, including any and all improvements made to any matter or work;

**JCC** means Joint Consultative Committee;

**Line-manager** means the person to whom an employee reports, eg. supervisor, manager, dean;

**LSL** means long service leave;

**LWOP** means leave without pay;

**MSAL** means Minimum Standards for Academic Levels;

**MySuper** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth);

**NES** means the National Employment Standards under the Act, as amended or replaced from time to time;

**Professional and General Staff member** means an employee employed in a capacity other than as an academic staff member, a teacher or tutor/instructor and includes employees engaged in clerical, administrative, professional and technical work;

**Public Holiday** means a day specified as a public holiday in the NES;

**Rates of pay** means base rates of pay, exclusive of superannuation;

**Related Entity** means related body corporate of Avondale, as that term is defined by the *Corporations Act 2001* as amended from time to time and includes all entities belonging to or associated with the South Pacific Division of the Seventh-day Adventist Church;

**Seven day shiftworker** means, for the purpose of the additional week of leave provided by the NES, a 7 day shiftworker who is regularly rostered to work on Sundays and public holidays in an institution where shifts are continuously rostered 24 hours a day 7 days a week.

**SPD** South Pacific Division of the Seventh-day Adventist Church;

**TOIL** means time off in lieu;

**WH&S** means Work Health and Safety; and

**VET** means Vocational Education Training.

## 8. TYPES OF EMPLOYMENT

- 8.1. **Full-time employees**, in the terms of this Agreement, are those employees whose ordinary hours of work are a maximum of thirty-eight (38) hours per week (or where applicable, subject to the average hours scheme), plus reasonable additional hours in accordance with the NES.
- 8.2. **Part-time employees** are those employees whose ordinary hours of work are less than thirty-eight (38) hours per week, plus reasonable additional hours in accordance with the NES. Or, in the case of an academic staff member, for less than the face-to-face teaching load of a full-time academic staff member. These hours may vary from time to time due to client and operational needs. Employees are entitled to pro rata leave entitlements under this Agreement by reference to the time worked in accordance to this Agreement.

- a) Before engagement, the employer and the part-time employee will agree in writing on a regular pattern of work, including the average number of hours to be worked each week, the days of the week the employee will work, the usual starting and finishing times each day, and any periods during a year when work by the employee will not be required.
- b) Changes in hours may only be made by agreement in writing between the employer and the part-time employee.
- c) A part-time employee will be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for a full-time employee employed in the same classification.
- d) Except where hours are averaged, all time worked additional to the hours mutually arranged, up to and including 38 hours per week will be treated as ordinary additional hours. Hours in excess of 38 hours per week will be treated as overtime.

8.3. **Casual employees** are those employees engaged and paid by the hour and appointed as such. This Agreement provides no guarantee or obligation that the employer will re-engage a casual employee after the last engagement.

- a) A casual employee will be paid a casual loading of 25% of the base hourly rate in addition to payment of the base hourly rate for each ordinary hour worked. This payment is in lieu of all other employment entitlements, including annual leave, and no payments in lieu of leave entitlements will be made on termination of employment.
- b) For professional and general staff the minimum payment will be for three (3) hours' work at the appropriate rate.

Employees with a primary occupation elsewhere (or with the employer) have a minimum engagement of one hour.

A minimum engagement period of 1 hour can be applied where mutually agreed and the work is performed remotely.

- c) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

NOTE: Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 36 – Fair Treatment Procedures and Consultation.

8.4. **Fixed-term employment** means employment for a specified term or ascertainable period or for a specified task.

The use of **fixed-term employment** will be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

- a) **Specific task or project contract**

A definable work activity which has a starting time and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance it will also include a period of employment provided by external

funding. This funding should not be part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students; or

b) **Research only contract**

A research only contract for a period not exceeding five (5) years for an academic staff undertaking research activities; or

c) **Replacement employee contract**

(i) An employee undertaking work activity replacing a full-time or part-time employee for a definable period for which the replaced employee is either on authorised leave of absence or is temporarily seconded away from their usual work area; or

(ii) Performing the duties of a vacant position for which the employer has made a definite decision to fill and has commenced recruitment action.

d) **Pre-retirement contract**

Where a full-time or a part-time employee declares that it is their intention to retire, a fixed-term contract expiring on or around the relevant retirement date may be adopted as the appropriate type of employment for a period of up to five (5) years.

e) **Fixed-term contract employment subsidiary to studentship**

Where a person is enrolled as a student, fixed-term contract employment may be adopted as the appropriate type of employment for work activity. This does not include any description of other circumstances in the preceding paragraphs of this clause, and not envisaged in the "Avondale College Student Worker Collective Agreement 2006". A fixed term contract may be entered into with a student of Avondale that is work within the student's academic unit or an associated research unit, and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

- i. such fixed-term contract employment will be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results; and
- ii. that an offer of fixed-term employment under this paragraph must not be made on the condition that the person offered the employment undertake the studentship.

f) **Recent Professional Practice**

A curriculum in professional or vocational education may require that work be undertaken by a person who has recent practical or commercial experience. Such a person may be engaged for a fixed period not exceeding two (2) years. Recent professional practice means relevant professional experience gained twelve (12) months or less prior to the commencement of the fixed term contract.

## 8.5. Probationary Employees

Are those employees who have not previously been employed by the employer on full-time, part-time or fixed-term basis. Full, Part-time and Fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. These probationary terms shall be contained in the employment contract. An employee who is under probation must be advised of, and given an opportunity to make response to, any adverse material which the employer intends to take into account, in a decision to terminate the employment upon or before the expiry of the period of probation.

## 9. DUTIES AND RESPONSIBILITIES OF EMPLOYEES

All employees must:

- a) safely, diligently and faithfully perform all the duties and responsibilities of their employment in accordance with their job description;
- b) devote the whole of their working time and attention and use their best endeavours, to deliver quality services, and further the development, reputation and business of Avondale;
- c) comply with all lawful directions, orders, instructions and policies/procedures/processes of Avondale, as introduced or varied from time to time;
- d) understand that due to the changing work environment, their duties may change to reflect that environment during their employment with Avondale.

## 10. PROFESSIONAL DEVELOPMENT & PERFORMANCE MANAGEMENT

Avondale has a strong commitment to excellence in all areas of life and accepts that its employees are the key to the attainment of this commitment. By encouraging and supporting the continuing professional development of all its employees, Avondale will be assisting them in their contribution to this commitment.

The principal purposes of professional development are to optimise the quality of working life, and to achieve excellence by enhancing and supporting the existing strengths and potential contributions of all employees to their work at Avondale.

Professional development applies to all full-time and part-time employees, and is an integral part of professional responsibilities. It imposes obligations on individuals to develop their profession/career, and on Avondale to support that development in ways that are:

- consistent with the needs of the individual
- consistent with Avondale's needs and objectives
- fit within the availability of resources.

Further detail is available in the Professional Development Policy (General and Professional Staff), Professional Development Policy for Academic Staff and Advanced Study Policy

### 10.1. Principles of performance management

The principles of the integrated performance management system shall be to:

- a) promote responsibility and commitment by ensuring that employees have a clear understanding of the strategic educational and business directions of the employer and a clear understanding of their role and clarity with regard to expectations of their performance;
- b) establish a rewarding work environment in which employees are provided with the opportunity to contribute to achieving Avondale's goals;
- c) promote learning and development in which the employer provides opportunities for employees to engage in continuous learning; related to their role in assisting the employer to achieve its strategic goals;
- d) ensure employees are treated fairly, equitably and in accordance with the principles of natural justice; and
- e) require that all management and employees enter into the annual performance appraisal process in good faith and a committed manner in the interest of personal/professional development and for the good of Avondale.

## 11. LEGAL OBLIGATIONS

### 11.1. Confidentiality

- a) Employees must not disclose any confidential information without the written consent of Avondale and must at all times use their best endeavours to prevent the publication or disclosure of Confidential Information to any person, firm or company.
- b) Unless expressly authorised by Avondale, employees are prohibited from dealing or communicating with the media (of whatever kind) and are not authorised to give details regarding Avondale's operations (save normal advertising), students, clients or employees without written approval from management.
- c) Unless otherwise directed, employees are to maintain confidentiality of information distributed at meetings together with the identity of the person(s) responsible for expression of view.

### 11.2. Intellectual property

The employees acknowledge and agree that ownership and licence of all intellectual property, developed in pursuance of the terms of their employment with Avondale rests with Avondale unless determined otherwise as stipulated in accordance with policy.

### 11.3. Return of documentation and property

- a) Upon the termination of the employee's employment, or at any time on the request of Avondale an employee will immediately deliver to Avondale all documents which were prepared by or on behalf of Avondale and related entities or client documents, which are in the employee's care, custody or control (including those documents containing confidential information) and all other property belonging to Avondale and related entities.

- b) The employer will be entitled to withhold any payment that may be due to the employee (to the extent permissible by the law) until such time as the employee has returned all of the employers property in a reasonable condition.

#### **11.4. Conflict of interest**

- a) The employee shall not act in a manner which could or might reasonably be considered to impair the employee's ability to act at all times in the best interest of the employer.
- b) Employees must immediately notify the employer and any relevant persons if they become a party to a criminal investigation, are charged with a criminal offence, become aware of any offence being committed against the employer, its student's/clients or employees, become bankrupt or lose their driving licence where this is an inherent requirement of their position.

#### **11.5. Licencing and certification**

Employees will be responsible for ensuring any licences, accreditation, certification, etc. that is essential for the performance of their work is kept current and valid. Any failure to do so may result in the invalidation of their employment contract.

## **12. CLASSIFICATION STRUCTURE**

- 12.1. Employees may be requested to perform a broad range of tasks and work in any area of the employer where they have the appropriate levels of competency, qualifications and experience. They will be paid at the level determined by the employer in consultation with the employee using the relevant classification structures and associated level descriptors contained within this Agreement. The ultimate decision as to the appropriate classification will be a management decision, subject to the Agreement's Fair Treatment Procedure.
- 12.2. During the life of the Agreement, the JCC will consider the ongoing effectiveness of the classification structure in satisfying the relevant objectives of this Agreement. By agreement, the JCC may subsequently vary the classification structure and associated generic level descriptors to enhance its operation and effectiveness.
- 12.3. Reclassification of the positions within the classification structure will be on the basis of merit. A consultative process will consider applications for re-grading of positions where there may have been a demonstrable substantial and sustained increase in the job value (e.g. a combination of increased level of responsibility, accountability, supervision, educational requirements, etc.).
- 12.4. Incremental progression to higher Steps within each Level will be dependent upon the employee achieving agreed annual performance requirements as part of an integrated performance management system. It is the intention of the parties to ensure, wherever possible, all employees are suitably trained and motivated to achieve higher steps within each Level of their current classification.

## 13. REMUNERATION

- 13.1. The remuneration ranges specified with Schedules “B” and “D” are inclusive of all traditional Award penalty rates, loadings, additional hours/overtime payments and allowances, unless explicitly stated otherwise. Each remuneration Level contains a base Award component that cannot fall below the comparable Level in the “*Higher Education Industry General Staff Award 2020*” and the “*Higher Education Industry Academic Staff Award 2020*” and an “Agreement Loading” that unless otherwise specifically contained in an employee’s contract or Individual Flexibility Arrangement, shall fully incorporate all traditional award entitlements mentioned above and any over award payment components.
- 13.2. No other payments shall be made unless specifically prescribed in this Agreement and/or the employer’s policy.
- 13.3. Remuneration structures will be reviewed following any increases in the wages contained in the “*Higher Education Industry General Staff Award 2020*” and the “*Higher Education Industry Academic Staff Award 2020*”. The combined minimum base Award rate and over Award payment component forming part of the annualised aggregated salary levels contained within Schedule B, shall not fall below the base rates prescribed in the “*Higher Education Industry General Staff Award 2020*” and the “*Higher Education Industry Academic Staff Award 2020*”.

During the nominal term of this Agreement, the following remuneration increases will apply to the first full pay period on or after the following dates:

- 1 January 2024 (subject to successful vote) 5% increase
- 1 January 2025 4% increase
- 1 January 2026 4% increase
- 1 January 2027 4% increase

Annual pay increases will be communicated to staff in writing.

## 14. PAYMENT OF WAGES

- 14.1. Employees will be paid fortnightly by electronic funds transfer into their nominated bank account.
- 14.2. The employee(s)/employer must immediately bring to the attention of the other party any overpayment of any entitlement under this Agreement.
- 14.3. The employer may recover from the employee during the course of their employment or at the date of termination of employment, any outstanding debts, overpayments of salary or allowances or current market value of items of equipment issued and not returned by the employee.

**14.4.** Prior to instigating the recovery of any monies the employee shall be provided with written notice of the:

- (i) Reason for the alleged overpayment
- (ii) Amount to be recovered
- (iii) The prospective pay date for any deduction; and
- (iv) A verified calculation outlining the components of the outstanding debt.
- (v) As far as is practicable, the outstanding debt should be repaid within the period of the income tax year. In hardship cases, Avondale may agree to a mutually acceptable repayment schedule.

## 15. EXPENSES AND ALLOWANCES

**15.1.** All reasonable work-related expenses actually incurred shall be reimbursed upon submission of receipts, using the expense report process and in accordance with the employer's Per Diem and Expense Reimbursement Rates Policy. The rates in this policy will always be more generous than the *HEIGSA* and the *HEIASA*.

**15.2.** All professional and general staff from Levels 1-6, who are authorised to use their own motor vehicle in the course of their work, will receive a mileage allowance benchmarked to the Policy of the South Pacific Division Schedule for Motor Vehicle Rates (emp.30.30 Motor Car Operation and allowances) as varied from time to time. Use of a private vehicle will only be authorised if an employer's vehicle is unavailable.

**15.3.** All professional and general staff from Levels 7-10 and all academic staff who use their own motor vehicle in the course of their work will receive a mileage allowance benchmarked to the Policy of the South Pacific Division Schedule for Motor Vehicle Rates (emp.30.30 Motor Car Operation and allowances) as varied from time to time. The annual salaries for Levels 7-10 have a car allowance built into the rates of pay.

## 16. SUPERANNUATION

**16.1.** Subject to sub-clause 16.2 the employer will make statutory superannuation contributions on behalf of employees into a complying superannuation fund nominated by the employee in accordance with the "*Commonwealth Superannuation Guarantee Administration Act 1992*" as varied from time to time. Such a fund must offer a MySuper product, be an exempt public sector scheme, or be a fund of which a relevant employee is a defined benefit member. If an employee does not nominate a complying fund, superannuation contributions will be made on an employee's behalf into the employer's default fund, which must be MySuper compliant.

**16.2.** If an employee has at least ten (10) years of completed continuous service, the employer will make superannuation contributions on their behalf as follows:

- a) Additional Superannuation will be paid to individuals with continuous service with the SPD employers as per the categories below.

- b) The following scale may be reviewed if there is an increase in the employer contribution rate prescribed by the relevant legislation:
- i. Employees with 10 – 15 years at 1% above the legislated statutory rate; or
  - ii. Employees with 15 – 20 years at 2% above the legislated statutory rate; or
  - iii. Employees with 20 years plus at 3% above the legislated statutory rate.

## 17. HIGHER DUTIES ALLOWANCE

- 17.1.** Where an employee has been specifically authorised by the Chief Financial and Operations Officer and their line-manager to perform duties at a higher classification, they will be paid an additional amount equal to the difference between the minimum salary of the higher classified position and the salary which the employee is entitled to receive in their substantive position. The percentage of responsibility expected to be performed whilst acting in the role will be taken into consideration when determining the higher duty allowance.
- 17.2.** An employee who is required to perform the duties of a position in a classification higher than their usual classification for more than 10 consecutive working days will be paid for time worked at the higher level rate.

## 18. SALARY SACRIFICE

Subject to the Act and other relevant legislation, Avondale and the employee may make a written agreement in relation to salary sacrifice which does not financially disadvantage Avondale. Employees should seek their own financial advice prior to entering into any salary sacrifice agreement.

## 19. ANNUAL LEAVE

Avondale recognises the importance of allowing staff the time to rest and recover from their busy work roles. The annual Performance, Review and Planning process (PRP) will provide the opportunity for staff and management to discuss and plan a time for staff to take their annual leave.

- 19.1.** The provision of 4 weeks annual leave and how and when an employee may take annual leave will be in accordance with the NES and terms of this Agreement.
- 19.2.** Subject to the Act, an employee may be directed to take a period of annual leave and in such circumstances will be given at least 8 weeks written notice of the date on which the employee is to take the leave.
- 19.3.** Avondale may direct in writing an employee to take up to twenty (20) days annual leave when their accrued annual leave equals or exceeds thirty (30) days.

- 19.4. The time of taking leave will be determined by the employer, having regard to operational requirements and any matters raised by the individual employee and in accordance with the Act.
- 19.5. Annual leave loading of 17.5% of the base rate of pay has been incorporated into the salary rates contained within this Agreement. No separate payments for annual leave loading will be made.
- 19.6. A full-time Shift-worker who works in a department where shifts are continuously rostered 24 hours per day for 7 days per week, and regularly works those shifts, and regularly works on Sundays and Public Holidays, will be entitled to 5 weeks annual leave.

### **Cashing out of Annual Leave**

Avondale University and individual staff may agree to cash out a particular amount of their accrued paid annual leave provided that the following requirements are met:

- (a) each cashing out of a particular amount of accrued paid annual leave must be by a separate agreement between the employer and the employee which must:
- (i) be in writing and retained as an employee record;
  - (ii) state the amount of accrued leave to be cashed out and the payment to be made to the employee;
  - (iii) state the date on which the payment is to be made; and
  - (iv) be signed by the employer and employee and, if the employee is under 18 yrs of age, the employees' parent or guardian;
- (b) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave at the time that it is cashed out;
- (c) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (d) the amount an employee may cash out in a 12 month period is in accordance with the employer's Leave Policy.

The employer must not exert undue influence or undue pressure on an employee to make an agreement to cash out paid annual leave under this award clause.

A person must not knowingly or recklessly make a false or misleading representation about an employee's workplace rights under this award clause.

## **20. COMMUNITY SERVICE LEAVE**

- 20.1. An employee may use Community Service Leave in accordance with the requirements set out in the NES.
- 20.2. **Emergency Services Leave** - Full-time staff may be granted up to five days paid community service leave, non-cumulative, to provide Emergency Services in accordance with the requirements set out in the National Employment Standard for Community Service

Leave, as per sections 108-110 of the *Fair Work Act 2009 (Cth)*. Entitlement for part-time staff will be pro-rated.

**20.3. Jury Service Leave** - An employee who is required to serve on a jury or is subpoenaed to appear as a witness, shall:

- a) As soon as practicable, notify their supervisor of the requirement;
- b) Be granted leave of absence on full pay for whatever period of time is required to enable the employee to carry out the duty;
- c) Pay any reimbursements received into Avondale funds, excluding travel and meal reimbursements; and
- d) Provide evidence of the requirement to serve/appear and attendance.

## 21. PARENTAL LEAVE

Parental Leave may be taken by an employee in accordance with the NES, and the employer's Parental Leave Policy.

Where the employee is the primary caregiver for the child, the employer will provide eligible employees Avondale Paid Parental Leave in the form of 13 weeks salary on full pay or 26 weeks salary on half pay at commencement of the parental leave period, paid in the regular salary cycle.

Where the employee is the secondary caregiver for the child, the employer will provide eligible employees Avondale Paid Parental Leave in the form of 3 weeks salary on full pay, paid in the regular salary cycle, to be taken in accordance with the employer's Parental Leave Policy.

## 22. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

**22.2.** An employee is entitled to personal/carer's leave and compassionate leave in accordance with the NES, save that the entitlement will be three (3) days of compassionate leave for each permissible occasion. Detail relating to the taking of leave are set out in the employer's Leave Policy.

**22.3.** An employee may be required to attend a medical practitioner of the employer's choice to assess their ongoing fitness and capacity to return to work where they are on a period of sick leave or on worker's compensation benefits. The costs of such attendance will be covered by the employer.

## 23. FAMILY AND DOMESTIC VIOLENCE LEAVE

**23.1.** Employees are entitled to take Family and Domestic Violence Leave in accordance with the NES, and the employer's Family and Domestic Violence Leave Policy.

**23.2.** The entitlement provides all employees ten days paid leave for full-time, part-time, and casual staff, on an annual basis, to deal with family and domestic violence if they:

- are experiencing family and domestic violence
- need to do something to deal with the impact of the family and domestic violence and it is impractical do so outside their ordinary hours of work.

- 23.3.** Full detail relating to Family and Domestic Violence Leave, including application procedure, notification requirements and a commitment to confidentiality can be found in the employer's policy on Family and Domestic Violence Leave.

## 24. LONG SERVICE LEAVE

An employee is entitled to Long Service Leave in accordance with the "Long Service Leave Act 1955 (NSW)" as varied from time to time and the employer's Leave Policy.

- 24.1.** In accordance with the Avondale Leave Policy staff may, following the approval process, take all or part of their Long Service Leave accrual following 7 years of continuous employment.
- 24.2.** Long Service leave may be taken on full-pay or half-pay.

## 25. LEAVE WITHOUT PAY

Leave without Pay (LWOP) for appropriate purposes may be granted in accordance with employer's Leave Policy and the NES where applicable.

## 26. PUBLIC HOLIDAYS

- 26.1.** The following days are recognised as paid public holidays in accordance with the NES. New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day, and any other day, or part-day declared or prescribed by or under a law of the State of NSW.
- 26.2.** The employer and employees may agree to substitute a public holiday or part holiday for another working day or part-day to be taken at a mutually agreed time. Where substitution occurs, the substituted day or part-day will be the public holiday and treated as such for the purposes of this Agreement.
- 26.3.** Subject to the NES, where an employee is absent from their employment on the working day before or the working day after a public holiday without a medical certificate or without the consent of the employer, they will not be entitled to payment for the holiday. It should be noted that a Statutory Declaration may substitute for a Medical Certificate on one occasion each year.

## 27. TRANSFER OF ENTITLEMENTS

The employer will accept the accrued liability for entitlements of employees from other SPD employers. Annual leave, long service leave and personal leave entitlements will be accepted. It is at the other employers' discretion to accept accrued entitlements from a previous Avondale University Ltd employee.

## 28. CLOSE DOWN & STAND DOWN PERIODS

- 28.1 Christmas/New-year close down** - Avondale employees may be required to take annual leave during a period of Christmas/New Year close down, for days other than Public Holidays (including any agreed substituted days) falling during that period. Employees with insufficient accrued annual leave will have the option of taking annual leave in advance or leave without pay.
- 28.2** During this close down period, one day shall be an Avondale holiday (previously known as "Avondale Picnic Day"). This day will be allocated to a full working day.
- 28.3** Employees will be informed of the close down period by 31 March of the relevant year, outlining which days will be designated public holidays.
- 28.4 Seasonal stand down of staff providing student services -**

An employee bound by this Agreement who is employed to carry out work in connection with, student residences and associated functions including cleaning, food preparation, etc. may be directed to take annual leave during official semester, mid semester breaks, provided that:

- a) the employee will be given at least two (2) weeks' notice of the requirement to take leave and the duration of the period to be taken;
- b) subject to the Act and the agreement of the employer, an employee may elect to take long service leave, leave without pay or accrued TOIL leave during semester or mid semester breaks. If during a semester or mid semester break period appropriate alternative work is available for an employee, the employee will be offered such work (whether on a full-time or casual basis)
- c) for the purpose of this clause appropriate alternative work means such work as is available and is capable of being performed by the employee.
- d) no employee will have their employment terminated because work is not available due to a semester, or mid semester break.

## 29. WORK-LIFE BALANCE ARRANGEMENTS

Subject to the NES, the following arrangements are available to assist employees balance their various work and life responsibilities:

### 29.1 Reversion to Part-time Work

A full-time staff member may apply to work part-time on a temporary or on an ongoing basis subject to the employee's contract of employment and the needs of the employer.

### 29.2 Family Friendly Provisions

Avondale is committed to providing a family friendly workplace. This commitment includes the accommodation of flexible working hours, and flexibility of times of usual breaks, as required for family purposes as far as is practicable.

**29.3 Paid parental leave** as referred to in clause 21.

**30. ADVANCED STUDY**

Study Leave, for staff not covered by the Advanced Study Policy or Research Leave Policy, may be granted for study leading to a formal qualification relevant and appropriate to the staff member's current or likely future duties and responsibilities at Avondale, and of benefit to Avondale.

**31. TERMINATION OF EMPLOYMENT**

**31.1** Subject to clause 31.3 either party may terminate the employment contract of a permanent employee at any time by giving the party the required period of notice specified below or in the case of Avondale by payment in lieu of all part thereof.

**31.2** The notice of termination period required to be provided by the employer and an employee is:

Years of Service	Year 0 – 1	Years 1 – 3	Years 3 – 5	Over 5 years
<b>Required Notice</b>	1 week	2 weeks	3 weeks	4 weeks

The period of notice may be reduced or set aside by mutual written consent of the parties.

The employer will provide employees forty-five (45) years of age and over, who have completed at least two (2) years of continuous service with the employer an additional one (1) week's notice or pay in lieu of notice.

**31.3** The employer may terminate the employment of an employee guilty of serious or willful misconduct immediately and without the requirement to provide notice or payment in lieu of notice.

**31.4** Where an employee works for less than thirty-eight (38) hours per week, averaged over an eight (8) week shift cycle, a "week" for the purposes of the notice period shall be the average weekly ordinary rostered hours worked by that employee in the preceding six months.

**31.5** Casual employees shall receive or provide a minimum of one (1) hour's notice of termination.

**31.6** If an employee fails to give the required notice in writing, or having given the required notice, leaves before the end of the notice period, they will forfeit any outstanding Agreement entitlements owing to the employee.

**31.7** Nothing in the Agreement affects the employer's rights to dismiss an employee without notice for serious misconduct including gross negligence, and an employee so dismissed shall only be entitled to be paid for the time worked up to the time of dismissal.

- 31.8** Where termination of employment arises or is likely to occur for operational reasons, the employer will wherever possible, assist the employee(s) transition to alternative employment.

## 32. REDUNDANCY

In the event of a redundancy, the employer shall not be liable to pay a severance payment to an employee who obtains a suitable alternative position within the University or a Seventh-day Adventist Church entity within the South Pacific Division (SPD) or who refuses an offer of such a position which is deemed a suitable alternative position within Avondale.

- 32.1** Unless otherwise provided in this clause, if a permanent employee is retrenched by Avondale, the employee will receive the following redundancy entitlements:

Completed Years of service	
0	Nil
1	4 weeks
2	7 weeks
3	10 weeks
4	12 weeks
5	15 weeks
6 – 15	Add 2 weeks per year
16 – 25	Add 1 week per year

- 32.2** For the purposes of this clause, a week's pay is calculated by reference to the employee's base rate of pay for the employee's ordinary hours of work as expressed in this Agreement.
- 32.3** All other redundancy entitlements and obligations are in accordance with the NES. Avondale will also offer Employee Assistance Program Counselling services to retrenched staff.
- 32.4** Where Avondale has given notice of termination to an employee in circumstances of redundancy, the employee will be allowed time off without loss of pay of up to one day each week of the minimum notice period as prescribed in clause 31. above for the purpose of seeking other employment. If time off is required for in excess of one day, the employee will be required to provide evidence of attendance at an interview.
- 32.5** For the purposes of this clause "retrenched" means where an employee's employment with Avondale is terminated:
- a) at Avondale's initiative because Avondale no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or

b) because of the insolvency or bankruptcy of Avondale.

**32.6** The maximum redundancy pay any employee shall receive regardless of length of service is forty-five (45) weeks.

### 33. ABANDONMENT OF EMPLOYMENT

Employees absent from work for a period of three (3) consecutive days without the consent of the employer or without notification and/or reasonable cause may be deemed by the employer to have abandoned their employment. The employer will take reasonable steps to contact the employee.

### 34. MANAGING UNSATISFACTORY PERFORMANCE

The management of unsatisfactory performance will be carried out in accordance with the employer's Unsatisfactory Performance Policy.

### 35. MANAGING MISCONDUCT AND SERIOUS MISCONDUCT

The management of employee misconduct will be carried out in accordance with the employer's Misconduct Policy.

### 36. FAIR TREATMENT PROCEDURES AND CONSULTATION

**36.1.** The purpose of this clause is to provide an agreed mechanism for the raising and successful resolution of any work related grievances between the employer and an employee including matters of entitlements arising from this Agreement and/or the NES.

#### **36.2. Issues Resolution**

**Step 1** – The Employee should in the first instance, where appropriate, discuss the matter with their immediate line-manager.

**Step 2** – If the issue is not resolved satisfactorily at Step 1, the employee may elevate their complaint by requesting a formal meeting with the next senior manager.

**Step 3** – If the matter is not resolved to the satisfaction of the employee involved at this point, the issue may be raised with the Equity and Disability Officer or People and Culture Manager.

**Step 4** – If the matter is not resolved to the satisfaction of the employee involved at this point, the issue may be raised with the Staff Conciliation Committee.

**Step 5** – In the case of a dispute in relation to a matter arising under this Agreement, if the matter cannot be resolved it may be referred to the FWC or an agreed independent third party for conciliation. Any dispute referred to the FWC under this clause should be dealt with by a member agreed by the parties to the dispute at the time or, in default of the agreement, a member nominated by either the Head of the relevant panel or the Vice-

Chancellor. In each instance where external assistance is required that incurs costs for the provision of such non FWC settlement services, each party shall pay an equal share of such costs.

- 36.3.** Employees may choose to take a support person to meetings in Steps 2, 3, 4 and 5 above.
- 36.4.** While the employer and the employee attempt to resolve the grievance or dispute, work will continue as directed by the employer unless the employee has a reasonable concern about an imminent risk to his or her health and safety. Even with this 'reasonable concern' but subject to relevant provisions of the applicable WH&S Laws, the employee must not reasonably fail to comply with an instruction by the employer to perform other available work. Available work may be at the same workplace or another reasonably accessible workplace. Such work must be safe and appropriate for the employee to perform.

### 37. CONSULTATION AND SIGNIFICANT CHANGE

- 37.1.** The University is committed to workplace consultation and has established a Joint Consultative Committee (JCC) to meet regularly and review the ongoing attainment of the Agreement's objectives and other items mentioned within the Agreement. The JCC shall consist of management representatives and a group of academic and Professional and General Staff elected by and from the professional and general and academic staff. The JCC will also provide a forum to discuss other workplace related matters (excluding individual grievances) in an open, positive and collaborative manner.
- 37.2.** The JCC shall meet at least two (2) times per year or as otherwise required.
- 37.3.** If the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology and the change is likely to have a significant effect on employees the employer will:
- a) Discuss with the relevant employees and their representatives (if any) the reasons for the need to introduce the major change.
  - b) As soon as practicable after making its decision, the employer will
    - i. discuss with the relevant employees and their representatives (if any) :
      - the introduction of the change; and
      - the effect the change is likely to have on the employees; and
      - measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
    - ii. for the purposes of the discussion — provide, in-writing, to the relevant employees and their representatives (if any):
      - all relevant information about the change including the nature of the change proposed; and
      - information about the expected effects of the change on the employees; and
      - any other matters likely to affect the employees.

However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees and their representatives (if any).

- c) The employer will give prompt and genuine consideration to matters raised about the major change by the relevant employees and their representatives.
- d) In this clause, **relevant employees** mean the employees who may be affected by the major change.
- e) In this clause a major change is likely to have a significant effect on employees if it results in:
  - i. the termination of the employment of employees
  - ii. major change to the composition, operation or size of Avondale's workforce of the skills required of employees;
  - iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
  - iv. the alteration of hours or work
  - v. the need to retrain employees
  - vi. the need to reallocate employees to another workplace; or
  - vii. the restructuring of jobs.

**37.4.** If the employer proposes to make a change to the regular ordinary hours of work of employees, the employer will:

- a) Discuss with the relevant employees and their representatives (if any) the reasons for the need to introduce the major change.
- b) As soon as practicable after proposing to introduce the change, the employer will
  - i. discuss with the relevant employees and their representatives (if any) :
    - the introduction of the change; and
  - ii. for the purposes of the discussion, provide to the relevant employees and their representatives (if any) :
    - all relevant information about the change, including the nature of the change;
    - information about what the employer reasonably believes will be the effects of the change on the employees; and
    - information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - iii. invite the relevant employees and their representatives (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
  - iv. The employer is not required to disclose confidential or commercially sensitive information to the relevant employees and their representatives.
- c) The employer will give prompt and genuine consideration to matters raised about the major change by the relevant employees and their representative.

- d) In this clause, **relevant employees** mean the employees who may be affected by the change in hours.

## PART 2 - CONDITIONS APPLYING TO PROFESSIONAL AND GENERAL STAFF

### 38. CLASSIFICATION STRUCTURE

Professional and general staff means an employee employed in a capacity other than as an academic staff member and includes employees engaged in clerical, administrative, professional, general and technical work;

Professional and General Staff would usually fill positions comparable to those contained within the "Higher Education Industry General Staff Award 2020" ("HEIGSA").

The generic Level descriptors for Professional and General Staff that determine the placement of positions within the classification/remuneration structure are contained within **Schedule "B"**.

The associated classification and aggregated salary scale is contained within **Schedule "C"**.

### 39. ON-CALL ALLOWANCE AND RECALL TO DUTY

#### 39.1. On-Call Allowance

For the purposes of this sub-clause, the term "On-Call" shall mean and refer to an employee who is required outside their ordinary hours of duty to be on-call to attend to an emergency or breakdown on the premises of the University: or in the case of IT employees, to answer and respond to telephone calls for support from authorised users and take action as appropriate.

An employee shall be paid an allowance at a rate the equivalent to 18% of their ordinary rate of pay for each hour he or she is required to be on-call or \$50 per day (whichever is the greater).

#### 39.2. Recall to Duty

Where an employee is called back to attend the University's premises to carry out work, the employee shall be paid for such work at the relevant overtime rate for a minimum of three (3) hours.

Where an employee is called and is required to carry out work and such work can be undertaken without the employee attending the premises (ie, carry out such work at their place of residence or other notified location), the employee shall be paid for such work at the rate of time and a half, for a minimum of one (1) hour.

This clause does not apply where the work is continuous (subject to a break of not more than one (1) hour) with the completion or commencement of ordinary hours.

### 40. ORDINARY HOURS OF WORK

Ordinary hours of work for Professional and General Staff are defined as those hours worked continuously, except for meal breaks, on any of the days from Monday to Friday (inclusive) between 8.00 am and 6.00 pm provided that an employee may be required to work until 8.00 pm up to a maximum of eight weekdays within a 28 day period without the entitlement to overtime if the ordinary hours worked do not exceed the number of hours within the nominated cycle. This is provided that the spread of hours may be altered by up to one hour at either end of the spread, by agreement between an employer and the majority of employees concerned. Ordinary hours may differ between departments such as:

Marketing, PR & Events	7.00 am – 10.00 pm	(Sun - Fri)
Food Services	6:00 am – 7:30 pm	(Sun-Sat)
Audio Visual Services	7:00 am – 9:00 pm	(Sun - Fri)
Library	7:00 am – 10:00 pm	(Sun - Fri)

#### 41. CONCESSION DAY

In addition to the 4 weeks annual leave provided for in the NES, employees appointed and performing as Professional and General staff shall receive an additional concession day of leave to be taken during the Christmas shut-down period.

#### 42. LIFE LEAVE

Employees appointed and performing as Professional and General staff shall receive two (2) days life leave per calendar year (non-cumulative), for the purposes of supporting staff in balancing life commitments. Parameters around accessing Life Leave are outlined in the employer's Leave Policy.

Professional and General staff may access an additional three (3) days life leave per calendar year (non-cumulative), accessible in the event that the employee has exhausted their Personal/Carer's leave entitlements.

#### 43. FLEXIBLE HOURS SCHEME

The parties have agreed to a management of authorised "flexible hours" scheme within the context of annualised salaries provided for in this Agreement.

A major focus of the employer is to provide a flexible, timely, comprehensive and professional service to our students and employees that meet their needs whenever reasonably required. This occurs within defined peak times of the academic calendar.

Flexibility in relation to starting and finishing times, accumulation and utilisation of additional hours is required by both parties to the Agreement to take into account emergencies, seasonal factors and the needs of the employer, employees and students.

An employee may elect, with the consent of the employer, to work make-up time where the employee takes time off during ordinary hours and works those hours at a later time, during the spread of ordinary hours provided for in clause 40.

## 44. OVERTIME AND TIME OFF IN LIEU OF OVERTIME – (TOIL)

In response to the nature and patterns of work at Avondale, we have agreed to the adoption of a TOIL scheme. This shall apply to all employees covered by Part 2 of the Agreement unless otherwise prescribed in writing. It provides an hours averaging system where work may exceed an average of 38 hours per week during busy periods such as enrolments etc, offset by working less than an average of 38 hours per week during quieter periods.

The accrual and acquittal of additional hours over an extended period will assist the parties' better balance family/carer and personal requirements with the operational needs of the employer. Employees shall benefit from annualised salaries that provide for regular and consistent periodic salary payments notwithstanding the general and predictable fluctuations in work patterns and requirements including student vacation periods, graduation, examinations, enrolments, etc.

This accrual system shall not apply to employees who have an agreed additional hours component expressly incorporated into their salary (in lieu of Award penalties, overtime, loadings, etc.) to reflect for example a span of hours that may include weekend and public holiday work as part of their regular working requirements, senior positions, etc.

### 44.1 Definition of additional time

"Additional time" is defined as all reasonable pre authorised/pre-approved work performed:

- a) outside of the agreed span of hours pertaining to each identified work location or functions including work on Saturdays; or
- b) in addition to the ordinary working hours of a full time employee of thirty-eight (38) hours per week ;
- c) Not more than ten (10) consecutive hours (exclusive of meal breaks) in any one day.

Additional hours must be approved by a line-manager before undertaking the additional work. In the case of an emergency, TOIL may be worked by the employee without prior approval as long as the line manager is advised at the first possible opportunity.

### 44.2 Accrual periods and methods

All additional hours shall accrue over a period of six (6) months, during which time the employee and their line-manager shall attempt to ensure that by the end of the six (6) month period, the employee shall have achieved a zero (0) balance of accrued additional time.

By agreement, any positive or negative net balance may be carried over to the following six (6) month periods (January to July, July to December). Only with written approval from management in rare circumstances which includes, study/personal development, family/carer responsibilities, travel and health, etc. shall any balances be carried forward over a period exceeding six (6) months.

As a guide, employees would not expect to fall into an accrued time deficit exceeding two (2) days or accumulate additional hours in excess of a week.

During the accrual period, accrued time taken as additional paid time off work shall be on the basis of one (1) paid hour off work for each hour accrued.

#### 44.3 Rate of accruals

- a) Overtime hours (i.e. in excess of the agreed applicable span of hours and in excess of ten (10) hours per day excluding meal break), shall accrue at a rate of time and a half for the first two (2) hours and double time thereafter. The accrual will be calculated on each separate and discrete accrual event (i.e. each relevant day).
- b) Saturday work within the applicable span of hours shall accumulate at time and a half.
- c) Sunday work shall accumulate at double time.

#### 44.4 Rest periods after overtime

- a) An employee who works overtime is entitled to a break of at least ten (10) hours plus reasonable travelling time, between the cessation of one period of duty and the commencement of the next.
- b) An employee who has not had at least ten (10) consecutive hours break must be released at the completion of the overtime until they have had ten (10) consecutive hours off duty without loss of pay during that absence.
- c) If the employee resumes duty without having ten (10) consecutive hours break they are to be paid at double time until they are released from duty and they are then entitled to be absent until they have had ten (10) consecutive hours break, without loss of pay during that absence.
- d) Where the employee is a shift-worker, the required break will be eight (8) hours instead of ten (10) in the following circumstances:
  - i. where overtime is worked for the purpose of changing shift rosters;
  - ii. where a shift-worker does not report for duty and a day worker or a shift-worker is required to replace them; or
  - iii. where a shift is worked by arrangement between the employees themselves.

#### 44.5 Accruals on termination of employment

On considering termination of employment, an employee wherever possible should make arrangements with their line-manager to expunge any outstanding additional hours accruals. Where this is not possible, accrued additional leave shall be paid out to the employee at the rate applicable when the hours were worked or on request of the employee, transferred to the employee's nominated superannuation scheme as an employee voluntary payment. Where an employee initiates the termination of employment and fails to provide the required period of notice (unless through unforeseen circumstances beyond the employee's control), the outstanding period of notice may be deducted from the employee's accrued additional hours and any other entitlements owing to the employee.

Any deficit of accrued hours shall represent a debt to the Employer and may be deducted from any other form of entitlements owing to the employee on termination.

#### 44.6 Line-manager and employee responsibilities

It is the line-manager's obligation to ensure that:

- a) all additional hours are approved prior to the employee working them;
- b) any approved additional hours are recorded in an approved form and maintained within the Faculty/Department;
- c) details of the Faculty/Department TOIL accrual will be submitted monthly to the Finance Office;
- d) their employees' work hours are managed to minimize TOIL accrual;
- e) arrangements are made for TOIL to be taken at a mutually convenient time.

It is the Employee's obligation to ensure:

- a) approval is gained from line-manager before working any additional hours where practicable; and
- b) any disagreement over the application of this additional hour's scheme is promptly addressed through the *Fair Treatment Procedure*.

Employees at or above Level 7

Employees at or above Level 7, and employees remunerated above Level 6, Step 5 unless otherwise expressly confirmed in writing by management, shall not participate in the above additional hours scheme.

Included in these employees remuneration packages as part of the Agreement loading is a component for additional hours that fully compensates and offsets all additional hours, allowances, overtime, penalty payments and loadings otherwise applicable under an Award or this Agreement.

Either the employee or the line-manager may seek a review of this "additional hours and other payments" remuneration component in association with any significant intended change to an employee's working hours and at the time of the annual performance appraisal.

## 45. PENALTY RATES

### 45.1. Definitions

- a) For the purposes of this clause the following definitions will apply:
  - i. **afternoon shift** means any shift finishing after 7.00 pm and at or before midnight;
  - ii. **night shift** means any shift finishing after midnight, and at or before 7.00 am; and
  - iii. **shift-worker** means an employee who is regularly rostered to work afternoon and night shifts.
  - iv. **seven-day shift-worker** means and employee who is regularly rostered to work on Sundays and public holidays in an institution in which shifts are continuously rostered 24 hours a day seven days a week.

b) Applicable rates

Shift	Penalty rate % of minimum hourly rate
Afternoon and rotating night	115%
Non-rotating night	130%
Saturday	150%
Sunday	200%
Public holiday	250%

- i. Where ordinary shift hours commence between 11.00 pm and midnight on a Sunday or public holiday, the ordinary time worked before midnight does not entitle the employee to the rate in this sub-clause. However, where ordinary time is worked on a shift commencing before midnight on the day preceding a Sunday or public holiday and extending into the Sunday or public holiday, the rate in this sub clause will apply to all time worked on that shift.
  - ii. An employee required to work on a Sunday is entitled to accumulate not less than four (4) hours' at double time provided they are available to work for four (4) hours.
  - iii. In the instance of public holidays, where both a public holiday and a substitute day are worked, public holiday penalties are payable for only one (1) of those days to be selected by the employee. An employee required to work on a public holiday is entitled to not less than four (4) hours pay at the penalty rate provided.
- c) The penalty rates in this clause and in the overtime clause are not cumulative. Where an employee is entitled to more than one penalty rate the employee will be entitled to the highest single penalty rate.

## 46. BREAKS

### 46.1. All Professional and General Staff employees

- a) An employee shall be entitled to an unpaid meal break of not less than thirty (30) minutes within five (5) hours of commencing duty unless the employee is working under agreed flexible arrangements.
- b) An employee shall be allowed two (2) ten (10) minute rest breaks on each day as follows:
  - i. one (1) ten (10) minute break between the time of commencing work and the usual meal break; and
  - ii. a second ten (10) minute break between the usual meal break and the time of ceasing work.
- c) An employee who works more than four (4) hours overtime should be allowed an additional rest break of ten (10) minutes between commencing and finishing work.
- d) If an employee is directed to work through their normal meal break the employee will be paid double time for all time so worked until such time as the meal break is given. Such incidents must be recorded on time sheets on the day that such an event occurs.
- e) An employee working overtime will be allowed a meal break of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked.

## 47. SALARY MOVEMENT WITHIN A CLASSIFICATION LEVEL

- 47.1. At the conclusion of each twelve (12) month period, following the date of effect of this Agreement or entry into an HEW Level, full-time and part-time general employees will be eligible for movement to the next highest Step within the HEW Level, following a satisfactory performance appraisal.
- 47.2. Movement to the next Step within an HEW Level will only occur when an employee has, over the preceding twelve (12) months:
  - a) acquired and utilised additional skills, experience and competencies within the ambit of the classification and in accord with the priorities of the organisational unit and or employer. For this purpose the employee will be assessed against relevant criteria used in a performance appraisal; and
  - b) demonstrated satisfactory performance against the position classification standards within this Agreement
- 47.3. If the requirements above are not met at the conclusion of the period referred to in clause 46.2, then the employee will not progress until such time as the requirements are met.
- 47.4. Movement to the next highest step will be effective from the anniversary date of entering the HEW Level classification. In cases where a staff performance appraisal is delayed, the anniversary date must not be changed and any increase in salary will be paid retrospectively to the anniversary date, unless the delay is related to the acquisition of new skills and greater responsibilities and/or competencies, in which case the date of acquisition will be the effective date.
- 47.5. An annual performance appraisal must be conducted for all full-time and part-time employees', such a review will be confidential.

The aims of this review will at least include, but not be limited to:

- a) an assessment of performance and use of skills against the position classification standards; including the job description; and
- b) identification of the development and training needs of the employee in order to:
  - i. enable the acquisition and use of new skills, experience and knowledge in accordance with the short and long term priorities of the organisational unit and/or the employer;
  - ii. identify performance objectives; and
  - iii. ensure continued satisfactory performance within the ambit of the classification.

## 48. RECLASSIFICATION PROCEDURES

Professional and General Staff positions shall be classified in accordance with the Avondale Higher Education Worker Descriptors set out in this Agreement. Positions will be classified at the Level which most accurately reflects the work to be performed, taking into account the duties and responsibilities of the position. A reclassification policy is available in accordance with the performance and development review policies for Professional and General Staff.

## 49. JUNIOR EMPLOYEES

Juniors are to be paid at the following percentages of the appropriate adult rate for the position performed. This clause does not apply to employees who are required to hold a trade qualification or to employees employed in a position classified higher than and HEW Level 3.

Age in years	% of adult rate
Under 16	45
At 16	50
At 17	60
At 18	70
At 19	85
At 20	98

## 50. SUPPORTED WAGE AND TRAINING WAGE

### 50.1 Trainees and Apprentices

- a) Employees engaged as trainees or apprentices are in addition to the employers' core staffing numbers. Apprentices directly employed by the employer shall be paid a percentage of first increment of HEW Level 1, Step 4 rate of pay provided in Schedule 1 of this Agreement as follows:

Apprentices	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
	55%	65%	80%	95%

- b) That the rates of pay for an adult apprentice will be as below:

Adult Apprentices	1 <sup>st</sup> Year	2 <sup>nd</sup> Year	3 <sup>rd</sup> Year	4 <sup>th</sup> Year
	HEW Level 1, Step 1	HEW Level 1, Step 2	HEW Level 1, Step 3	HEW Level 1, Step 4

## 50.2 Trainees

Notwithstanding the rates of pay provided within Schedule B of this Agreement, nothing shall prevent the employer from employing a person under a Traineeship Agreement registered with the NSW Department of Training. Trainees will be paid at the Trainee and Apprentice wage rates set out in Clause 49.1.

## 50.3 Supported wage employees

Supported wage employees, engaged under the Supported Wage Scheme in existence at the date of lodgment of this Agreement, shall be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing according to the following - (provided that the minimum amount payable shall be not less than \$100 per week):

## 50.4

Assessed Capacity	10%	20%	30%	40%	50%	60%	70%	80%	90%
% of Relevant Agreement Rate	10%	20%	30%	40%	50%	60%	70%	80%	90%

## PART 3 – CONDITIONS APPLYING TO ACADEMIC STAFF

### 51. CLASSIFICATION

“Academic staff” member means an employee engaged to teach students and undertake scholarly research, where a majority of the employee’s teaching work is in the delivery of units or programs which are at bachelor’s degree level or higher academic level, including the delivery of units which are intended subsequently to be accepted without discount as credit towards a degree.

Those employees who are appointed as Academic Staff shall have their classification determined by the “Minimum standards for levels of academic staff” contained within the “*Higher Education Industry Academic Staff Award 2020*” (“HEIASA”), in this Agreement listed as Schedule D. The associated classification and aggregated salary scale is contained within Schedule E.

### 52. HOURS

For the purpose of the NES, ordinary hours of work for Full time Academic staff under this Agreement are thirty-eight (38) hours per week, plus reasonable additional hours over a period of up to twelve (12) months.

### 53. CASUAL ACADEMIC STAFF

**A Casual Academic staff member** shall mean and refer to an academic employee engaged by the hour and paid on an hourly basis that includes a loading and which is an all-inclusive rate in compensation for the casual nature of the appointment and of all forms of leave, excluding long service leave.

Casual academic staff remuneration is set out in Schedule D of this Agreement. Casual employees shall be provided with an employment contract that outlines the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for.

### 54. ANNUAL LEAVE

In addition to the 4 weeks annual leave provided for in the NES, employees appointed and performing as Academic staff shall receive an additional week’s annual leave.

### 55. RESEARCH/STUDY LEAVE

In order to enhance the research profile of Avondale, full-time release from teaching may be provided to Academic staff in accordance with Avondale’s Research Leave Policy.

## 56. PRINCIPLES OF ASSIGNING ACADEMIC WORKLOADS

Academic staff shall be consulted on workload which will normally be allocated on the principles of fairness and equity in line with the Avondale Academic Workload Policy and shall reflect the strategic direction of the employer and operational plans of respective Academic Organisational Units (AOU).

The Dean of the Faculty in consultation with the Deputy Vice-Chancellor Academic will assign workloads in accordance with Avondale policy and procedures on Academic Staff Workloads. Within these workload allocation models some flexibility is permitted to allow for the different needs of the AOU.

The duties performed by academics include teaching, research, administration, scholarship and professional community engagement. However, the workload ratio between these activities may vary in line with the University's priorities and in consultation with the individual.

55.1 The following principles shall apply to the allocation of Academic Workloads:

- a) the teaching and research requirements of all courses have to be met within the resources available to Avondale University and the AOU;
- b) workload does not include private practice or personal community engagement;
- c) all full-time Academic employees' average workload will normally be no more than 1786 hours per annum; and
- d) where a concern arises about workload, this may be reviewed in the Terms & Conditions of Employment Committee and/or the Executive Committee and/or the Fair Treatment Procedures within this Agreement.
- e) following consideration of published student/staff ratios and subject/staff ratios currently normative for the sector.

Minimum standards for levels of academic staff, other than casual, are set out in clause 1, Schedule E – MSAL. The responsibilities of Academic staff will vary according to their level of appointment.

An Academic appointed to a particular level may be assigned and may be expected to undertake responsibilities and functions of any level up to and including the level to which the Academic is appointed or promoted. In addition, an Academic may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of Avondale's promotion processes.

## 57. RATES OF PAY AND PROGRESSION

### 57.1. Professorial and clinical loadings

Avondale may pay loadings and differentials above the standard Level E salary to its teaching and research Level E academic staff. For example, a Medical practitioner may be paid this loading in lieu of a clinical wage applicable in their sector.

### 57.2. Payments and periods of leave

All clinical loadings and professorial merit differentials attract superannuation and will be paid to an academic during periods of study leave, annual leave and long service leave.

**57.3. Salary movement within an academic level**

- a) An academic staff member will be eligible for movement to the next highest salary point within the academic level as set out in the rates of pay as follows:
  - i. at the conclusion of each 12 month period, following the date of effect of the award or entry into an academic level as set out in the MSAL or the subsequent anniversary date; and
  - i. following a satisfactory staff development/performance review against appropriate academic levels as set out in the MSAL.
- b) Movement to the next highest salary point will be effective from the anniversary date. In cases where a staff development/performance review (PRP) is delayed, the anniversary date will not be changed and any increase in salary will be paid retrospectively to the anniversary date, unless the delay is related to the acquisition of new skills and greater responsibility in which case the date of acquisition will be the effective date.
- c) Academic staff member who has been absent without pay in excess of three months, in aggregate, will have the review delayed by the period of absence. Any resultant increase will also be delayed by the period of absence.
- d) An annual staff development/performance review (PRP) will be conducted for all academic staff members. Such a review will be confidential and will normally be conducted by the relevant line-manager within the AOU in which the academic staff member is located. The aims of the review will at least include:
  - i. assessment of performance against the position description, any other agreed KPI's and the acquisition and use of skills over the preceding 12 months against objective criteria within the relevant academic level in the MSAL, including:
    - undergraduate and postgraduate teaching as allocated by the line-manager in accordance with the AOU's priorities;
    - other undergraduate and postgraduate teaching as undertaken for the institution;
    - contributions to scholarly, research, creative and/or professional activities appropriate to the staff member's profession or discipline;
    - participation in the administration of the institution and/or provision of leadership and the undertaking of administration activities of an organisational unit as allocated by the institution; and
    - contribution to professional activities relevant to the profession, discipline and/or community.
- e) Identification of the development and training needs of the academic staff member in order to:

- i. enable the acquisition and use of new skills, experience and knowledge in accordance with the priorities of the organisational unit and/or the institution;
- ii. identify performance objectives; and
- iii. ensure continued satisfactory performance within the ambit of the academic level.

## SCHEDULE A - FLEXIBILITY ARRANGEMENTS

### 1. INDIVIDUAL FLEXIBILITY ARRANGEMENT

- 1.1. Notwithstanding any other provision of this Agreement, the employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine and individual needs of Avondale and the individual employee. The terms that Avondale and the individual employee may agree to vary the application of are those concerning arrangements about when work is performed, overtime and other penalty rates; and;
- 1.2. The employer is required to ensure that any individual flexibility agreement under this clause:
- a) Is about matters that would be permitted matters if the individual flexibility agreement were an enterprise agreement;
  - b) Does not include a term that would be an unlawful term if the arrangement were an enterprise agreement;
  - c) Is in writing, names the parties to the individual flexibility arrangement and is signed by Avondale and the individual employee and if the employee is under 18 years of age, the employee's parent or guardian;
  - d) States each term of this Agreement that the parties have agreed to vary;
  - e) Details how the application of each term has been varied by agreement between the parties;
  - f) Has been genuinely made without coercion or duress;
  - g) Results in the employee being better off overall than the employee would have been if no individual flexibility arrangement had been agreed to;
  - h) Details how the individual flexibility arrangement results in the employee being better off overall;
  - i) States the date upon which the individual flexibility arrangement commences to operate; and
  - j) Specifies that the arrangement may be terminated:
    - i. By either party giving not more than 28 days notice of termination, in writing, to the other party; or
    - ii. At any time by written agreement between Avondale and the individual employee.

- 1.3. The employer must give the individual employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to and keep the agreement as a time and wages record.
- 1.4. Except as provided in clause 1.2 the individual flexibility arrangement must not require the approval or consent of a person other than Avondale and the individual employee.
- 1.5. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between Avondale and an individual employee contained in any other term of this Agreement.

## SCHEDULE B - PROFESSIONAL AND GENERAL STAFF – RATES OF PAY

### RATES OF PAY

The rates listed in the below table will be effective 1 January 2024, and are inclusive of the 5% increase to base salaries listed in Clause 13.

Avondale Higher Education Worker Level	Step 1	Step 2	Step 3	Step 4	Step 5
Level 1	51,769	52,904	54,038	55,173	
Level 2	55,569	56,923	58,277	59,631	
Level 3	60,049	62,548	65,046	67,544	
Level 4	68,065	69,239	70,412	71,505	
Level 5	71,537	73,666	75,796	77,925	80,054
Level 6	80,644	83,010	85,375	87,741	90,107
Level 7	90,135	93,017	95,899	98,780	101,622
Level 8	102,329	106,263	110,195	114,128	118,061
Level 9	118,166	120,497	122,829	125,160	127,492
Level 10	130,329				

### Examination Invigilators

An Examination Invigilator shall be paid at the hourly rate aligned with the Professional and General Staff Level 4 Step 2 plus 25% casual loading.

## SCHEDULE C - PROFESSIONAL AND GENERAL STAFF – AVONDALE HIGHER EDUCATION WORKER LEVEL DESCRIPTORS

### DEFINITIONS

#### Definition 1: Supervision

**Close supervision** Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations is referred to higher levels. Work is regularly checked.

**Routine supervision** Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a line-manager. Checking is selective rather than constant.

**General direction** Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences.

There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

**Broad direction** Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

#### Definition 2: Qualifications

Within the Australian Qualifications Framework:

**Year 12** Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

**Trade certificate** Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.

**Post-trade certificate** A course of study over and above a trade certificate and less than a Certificate IV.

**Certificates I and II** Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

**Certificate III** A course that provides a range of well-developed skills and is comparable to a trade certificate.

**Certificate IV** A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

**Diploma** A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study.

**Advanced Diploma** A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study.

**Degree** A recognised degree from a higher education institution often completed in three or four years and sometimes combined with a one year diploma.

**Postgraduate degree** A recognised postgraduate degree, over and above a degree as defined above.

**Note:** Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

### **Definition 3: Classification dimensions**

**Training level** The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on the job instruction or exposure to procedures.

**Occupational equivalent** Examples of occupations typically falling within each classification level.

**Level of supervision** This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

**Task level** The type, complexity and responsibility of tasks typically performed by employees within each classification level.

**Organisational knowledge** The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.

**Judgment, independence and problem solving** Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.

This dimension looks at how much of each of these three qualities applies at each classification level.

**Typical activities** Examples of activities typically undertaken by employees in different occupations at each of the classification levels.

## **AVONDALE HIGHER EDUCATION WORKER LEVEL 1**

**Training level or qualifications** Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Employees engaged at the base of this level will be provided with structured on the job training in addition to up to 38 hours of induction to the higher education industry which must provide information on the higher education institution, conditions of employment, training to be made available and consequent career path opportunities, physical layout of the institution/work areas, introduction to fellow workers and line-managers, work and documentation procedures, occupational health and safety, equal opportunity practices and extended basic literacy and numeracy skills training where required/necessary to enable career path progression.

**Occupational Equivalent** Cleaner, labourer, trainee for Level 2 duties.

**Level of supervision** Close supervision or, in the case of more experienced employees working alone, routine supervision.

**Task level** Straightforward manual duties or elements of Level 2 duties under close supervision and structured on the job training. Some knowledge of materials, e.g. cleaning chemicals and hand tools, may be required. Established procedures exist.

**Organisational knowledge** Will provide straightforward information to others on building or service locations.

**Judgment, independence and problem solving** Resolve problems where alternatives for the employee are limited and the required action is clear or can be readily referred to higher levels.

**Typical activities** Perform a range of industrial cleaning tasks, move furniture, and assist trades personnel with manual duties.

## AVONDALE HIGHER EDUCATION WORKER LEVEL 2

**Training level or qualifications** Level 2 duties typically require a skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed; or Completion of Year 12 without work experience; or Completion of Certificates I or II with work related experience; or an equivalent combination of experience and training.

**Occupational equivalent** Administrative assistant, security patrol officer.

**Level of supervision** Routine supervision of straightforward tasks; close supervision of more complex tasks (see task level below).

**Task level** Perform a range of straightforward tasks where procedures are clearly established. May on occasion perform more complex tasks.

**Organisational knowledge** Following training may provide general information/advice and assistance to members of the public, students and other employees which are based on a broad knowledge of the employee's work area/responsibility, including knowledge of the functions carried out and the location and availability of particular personnel and services.

**Judgment, independence and problem solving** Solve relatively simple problems with reference to established techniques and practices. Will sometimes choose between a range of straightforward alternatives.

An employee at this level will be expected to perform a combination of various routine tasks where the daily work routine will allow the latitude to rearrange some work sequences, provided the prearranged work priorities are achieved.

**Typical Activities** Administrative positions at this level may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

### AVONDALE HIGHER EDUCATION WORKER LEVEL 3

**Training level or qualifications** Level 3 duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

- completion of a trades certificate or Certificate III;
- completion of Year 12 or a Certificate II, with relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on the job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

**Occupational Equivalent** Tradesperson, technical assistant/technical trainee, administrative assistant.

**Level of supervision** In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required.

**Task level** Some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

**Organisational knowledge** Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

**Judgment, independence and problem solving** Exercise judgment on work methods and task sequence within specified timelines and standard practices and procedures.

**Typical activities** In trades positions, apply the skills taught in a trades certificate or Certificate III, including performance of a range of construction, maintenance and repair tasks, using precision hand and power tools and equipment. In some cases this will involve familiarity with the work of other trades or require further training.

In technical assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies;
- assist in setting up routine experiments;
- monitor experiments for report to a technical officer;
- assist with the preparation of specimens; and
- assist with the feeding and care of animals.

Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training. In administrative positions perform a range of administrative support tasks including:

- standard use of a range of desk-top based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
- process accounts for payment.

## AVONDALE HIGHER EDUCATION WORKER LEVEL 4

**Training level or qualifications** Level 4 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a diploma level qualification with relevant work related experience; or
- completion of a Certificate IV with relevant work experience; or
- completion of a post-trades certificate and extensive relevant experience and;
- on the job training; or
- completion of a Certificate III with extensive relevant work experience; or
- an equivalent combination of relevant experience and/or education/training.

**Occupational equivalent** Technical officer or technician, administrative above Level 3, advanced tradespersons.

**Level of supervision** In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaison with employees at higher levels. May undertake stand-alone work.

**Task level** May undertake limited creative, planning or design functions; apply skills to a varied range of different tasks.

**Organisational knowledge** Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques, and how they interact with other related functions.

**Judgment, independence and problem solving** In trades positions, extensive diagnostic skills.

In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.

In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

### Typical activities

In trade's positions:

- work on complex engineering or interconnected electrical circuits; and/or
- exercise high precision trades skills using various materials and/or specialised techniques.

In technical positions:

- develop new equipment to criteria developed and specified by others;
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; and/or
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

In library technician positions:

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions; and/or
- respond to reference inquiries.

In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software, and management information systems;
- plan and set up spreadsheets or data base applications;
- be responsible for providing a full range of secretarial services, e.g. in a faculty;
- provide advice to students on enrolment procedures and requirements; and/or
- administer enrolment and course progression records.

## AVONDALE HIGHER EDUCATION WORKER LEVEL 5

**Training level or qualifications** Level 5 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- completion of a degree without subsequent relevant work experience; or
- completion of an advanced diploma qualification and at least one year's subsequent relevant work experience; or
- completion of a diploma qualification and at least two years' subsequent relevant work experience; or
- completion of a Certificate IV and extensive relevant work experience; or
- completion of a post-trades certificate and extensive (typically more than two years') relevant experience as a technician; or
- an equivalent combination of relevant experience and/or education/training.

**Occupational Equivalent** Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer); administrator with responsibility for advice and determinations; experienced technical officer.

**Level of supervision** In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

**Task level** Apply body of broad technical knowledge and experience at a more advanced level than Level 4, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

**Organisational knowledge** Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

**Judgment independence and problem solving** In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-coordinating a team to provide an administrative service.

## Typical activities

In technical positions:

- develop new equipment to general specifications;
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use; and/or
- prepare reports of a technical nature.

In library technician positions:

- perform at a higher level than Level 4, including:
- assist with reader education programs and more complex bibliographic and acquisition services; and/or
- operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out-posted service.

In administrative positions:

- responsible for the explanation and administration of an administrative function, e.g. HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus.

In professional positions and under professional supervision:

- work as part of a research team in a support role;
- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services; and/or
- provide counseling services.

## AVONDALE HIGHER EDUCATION WORKER LEVEL 6

**Training level or qualifications** Level 6 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with subsequent relevant experience; or
- extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

**Occupational Equivalent** Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience); line-manager; experienced technical specialist and/or technical line-manager.

**Level of supervision** In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional employees.

**Task level** Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

**Organisational knowledge** Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

**Judgment independence and problem solving** Discretion to innovate within own function and take responsibility for outcomes; design, develop and test complex equipment, systems and procedures; undertake planning involving resources use and develop proposals for resource allocation; exercise high level diagnostic skills on sophisticated equipment or systems; analyse and report on data and experiments.

### Typical activities

In technical positions:

- manage a teaching or research laboratory or a field station;
- provide highly specialised technical services;
- set up complex experiments;
- design and construct complex or unusual equipment to general specifications;
- assist honours and postgraduate students with their laboratory requirements; and/or

- install, repair, provide and demonstrate computer services in laboratories.

In administrative positions:

- provide financial, policy and planning advice;
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence; and/or
- monitor expenditure against budget in a school or small faculty.

In professional positions:

- work as part of a research team;
- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counseling services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users; and/or
- analyse less complex user and system requirements.

## AVONDALE HIGHER EDUCATION WORKER LEVEL 7

**Training level or qualifications** Level 7 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- a degree with at least four years subsequent relevant experience; or
- extensive experience and management expertise in technical or administrative fields; or
- an equivalent combination of relevant experience and/or education/training.

**Occupational Equivalent** Senior librarian; technical manager; senior research assistant, professional or scientific officer; senior administrator in a small less complex faculty.

**Level of supervision** Broad direction. May manage other employees including administrative, technical and/or professional employees.

**Task level** Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

**Organisational knowledge** Detailed knowledge of academic and administrative policies and the inter-relationships between a range of policies and activities.

**Judgment independence and problem solving** Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

**Typical activities** In a library, combine specialist expertise and responsibilities for managing a library function.

In student services, the training and supervision of other professional employees combined with policy development responsibilities which may include research and publication.

In technical manager positions, the management of teaching and research facilities for a department or school.

In research positions, acknowledged expertise in a specialised area or a combination of technical management and specialised research.

In administrative positions, provide less senior administrative support to relatively small and less complex faculties or equivalent.

## AVONDALE HIGHER EDUCATION WORKER LEVEL 8

**Training level or qualifications** Level 8 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; or
- extensive experience and management expertise; or
- an equivalent combination of relevant experience and/or education/training.

**Occupational Equivalent** Manager (including administrative, research, professional or scientific); senior school or faculty administrator; researcher.

**Level of supervision** Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

**Task level** Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

**Organisational knowledge** The employees will be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

**Judgment independence and problem solving** Responsible for program development and implementation. Provide strategic support and advice (e.g. to schools or faculties) requiring integration of a range of the employer policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

**Typical activities** Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.

Manage a small or specialised unit where significant innovation, initiative and/or judgment are required.

Provide senior administrative support to schools and faculties of medium complexity, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

## AVONDALE HIGHER EDUCATION WORKER LEVEL 9

**Training level or qualifications** Level 9 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

- postgraduate qualifications and extensive relevant experience; or
- extensive management experience and proven management expertise; or
- an equivalent combination of relevant experience and/or education/training.

**Occupational Equivalent** Manager (including administrative, research, professional or scientific); senior school or faculty administrator; senior researcher.

**Level of supervision** Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other employees including administrative, technical and/or professional employees.

**Task level** Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

**Organisational knowledge** Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

**Judgment independence and problem solving** Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

**Typical activities** Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.

Manage a small and specialised unit where significant innovation, initiative and/or judgment are required.

Provide senior administrative support to the more complex schools and faculties, taking into account the size, budget, course structure, external activities and management practices within the faculty or equivalent unit.

## AVONDALE HIGHER EDUCATION WORKER LEVEL 10

**Training level or qualifications** Duties at or above this level typically require a skill level which assumes and requires knowledge or training equivalent to:

- proven expertise in the management of significant human and material resources; and
- in some areas postgraduate qualifications and extensive relevant experience.

**Occupational Equivalent** Senior program, research or administrative manager.

**Level of supervision** Broad direction, operating with a high overall degree of autonomy. Will have substantial management responsibility for diverse activities and/or employees (including administrative, technical and/or professional employees).

**Task level** Complex, significant and high level creative planning, program and managerial functions with clear accountability for program performance. Comprehensive knowledge of related programs. Generate and use a high level of theoretical and applied knowledge.

**Organisational knowledge** Bring a multi-perspective understanding to the development, carriage, marketing and implementation of new policies; devise new ways of adapting the organisation's strategies to new, including externally generated, demands.

**Judgment independence and problem solving** Be fully responsible for the achievement of significant organisational objectives and programs

**Typical activities** Manage a large functional unit with a diverse or complex set of functions and significant resources.

Manage a more complex function or unit where significant innovation, initiative and/or judgment are required.

Provide senior administrative support to the most complex schools and faculties in large institutions, involving complex course structures, significant staff and financial resources, outside activities and extensive devolution of administrative, policy and financial management responsibilities to this position

## SCHEDULE D - ACADEMIC STAFF - RATES OF PAY

The rates listed in the below table will be effective 1 January 2024, and are inclusive of the 5% increase to base salaries listed in Clause 13.

Avondale University Academic Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
A	79,559	82,784	86,009	89,233	92,459	95,683	98,909	102,133
B	106,125	109,884	113,641	117,400	121,157	124,916		
C	133,833	135,972	138,034	140,069	142,105	144,140		
D	163,368	166,269	169,221	172,224				
E	181,668							

\*Any level A academic required to carry out full subject coordination duties as part of his or her normal duties or who upon appointment holds or during appointment gains a relevant doctoral qualification will be paid a salary no lower than this salary point.

The following will apply to casual academics for work performed. Rates are effective 1 January 2024 and will be increased in line with future percentages specified in Clause 13:

<b>Casual Academic Lecturing</b>	<b>Per hour (including the casual loading) \$</b>
Basic lecture (1 hour of delivery and 2 hours of associated working time)	166.83
Developed lecture (1 hour of delivery and 3 hours associated working time)	222.44
Specialised lecture (1 hour of delivery and 4 hours associated working time)	278.05
Repeat lecture (1 hour of delivery and 1 hour associated working time)	111.22

<b>VET sector</b>	
Regular teaching by an instructor holding relevant degree and qualifications	58.48
Regular teaching by an instructor holding a Certificate IV in workplace training and assessment and relevant VET competencies	47.05
Workplace agreed assessor rate	53.10
<b>Tutoring</b>	<b>Per hour (including the casual loading) \$</b>
Tutorial (1 hour of delivery and 2 hours associated working time)	130.58
Repeat tutorial (1 hour of delivery and 1 hour associated working time)	87.05
Tutorial (1 hour of delivery and 2 hours associated working time) (where academic holds Doctorate)	150.17
Repeat tutorial (1 hour of delivery and 1 hour associated working time) (where academic holds Doctorate)	100.11
<b>Musical accompanying</b>	

Musical accompanying (1 hour of delivery and 1 hour preparation time)	83.79
<b>Clinical Facilitation</b>	
Clinical facilitation – base rate	56.45
Clinical facilitation – specialist rate	64.61
<b>Marking rate</b>	
Standard marking	43.53

<b>Marking rate</b>	
Marking as a supervising examiner, or marking requiring a significant exercise of academic judgment appropriate to an academic at level B status	55.68
Standard marking (where academic holds Doctorate)	51.69
<b>Other required academic activity</b>	
If academic does not hold doctoral qualification or perform full subject coordination duties	43.53
If academic holds doctoral qualification or performs full subject coordination duties	51.63
<b>Laboratory Supervision</b>	
One hour lab class	93.20
Two hour lab class	86.68
Three hour lab class	74.56
Four hour lab class	68.04
<b>Repeat laboratory supervision</b>	
One hour lab class	60.58
Two hour lab class	56.34
Three hour lab class	48.47
Four hour lab class	44.22
<b>Laboratory: Technical Preparation</b>	37.99

<b>Lab Assistants Casual</b>	39.57
<b>Other</b>	
Co-ordinator, other activities	67.13
Moodle Support	43.53
Other miscellaneous activity	34.45
<b>Student Support Services</b>	
Academic Support Specialist	50.06
<b>Nursing Other</b>	
Labs Clinical Simulation	56.45

## SCHEDULE E - ACADEMIC STAFF LEVEL DESCRIPTORS

### 1. Minimum Standards for Academic Levels (MSAL)

The below minimum standards for academic levels apply equally to employees within the Vocational Education Training Sector (VET Sector)

#### Teaching and research academic staff

##### Level A

A Level A academic will work with support and guidance from more senior academic staff and is expected to develop their expertise in teaching and research with an increasing degree of autonomy. A Level A academic will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

A Level A academic will normally contribute to teaching at the institution at a level appropriate to the skills and experience of the staff member, engage in scholarly, research and/or professional activities appropriate to their profession or discipline, and undertake administration primarily relating to their activities at the institution. The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.

##### Level B

A Level B academic will undertake independent teaching and research in their discipline or related area. In research and/or scholarship and/or teaching a Level B academic will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other staff, as appropriate to the discipline.

A Level B academic will normally contribute to teaching at undergraduate, honours and postgraduate level; engage in independent scholarship and/or research and/or professional activities appropriate to their profession or discipline. They will normally undertake administration primarily relating to their activities at the institution and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the institution.

##### Level C

A Level C academic will make a significant contribution to the discipline at the national level. In research and/or scholarship and/or teaching they will make original contributions, which expand knowledge or practice in their discipline.

A Level C academic will normally make a significant contribution to research and/or scholarship and/or teaching and administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level. They will normally play a major role or provide a significant degree of leadership in scholarly research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic responsibilities of and related administration for the

coordination of a large award program or a number of smaller award programs of the institution.

#### **Level D**

A Level D academic will normally make an outstanding contribution to the research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

A Level D academic will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in their discipline. They will make original and innovative contributions to the advancement of scholarship, research and teaching in their discipline.

#### **Level E**

A Level E academic will provide leadership and foster excellence in research, teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.

A Level E academic will have attained recognition as an eminent authority in their discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level. A Level E academic will make original, innovative and distinguished contributions to scholarship, researching and teaching in their discipline. They will make a commensurate contribution to the work of the institution.

#### **Research academic staff (inclusive of creative disciplines)**

##### **Level A**

A Level A research academic will typically conduct research/scholarly activities under limited supervision either independently or as a member of a team and will normally hold a relevant higher degree.

A Level A research academic will normally work under the supervision of academic staff at Level B or above, with an increasing degree of autonomy as the research academic gains skills and experience. A Level A research academic may undertake limited teaching, may supervise at undergraduate levels and may publish the results of the research conducted as sole author or in collaboration. They will undertake administration primarily relating to their activities at the institution.

##### **Level B**

A Level B research academic will normally have experience in research or scholarly activities, which have resulted in publications in refereed journals or other demonstrated scholarly activities.

A Level B research academic will carry out independent and/or team research. A Level B research academic may supervise postgraduate research students or projects and be involved in research training.

**Level C**

A Level C research academic will make independent and original contributions to research, which has a significant impact on their field of expertise.

The work of the research academic will be acknowledged at a national level as being influential in expanding the knowledge of their discipline. This standing will normally be demonstrated by a strong record of published work or other demonstrated scholarly activities.

A Level C research academic will provide leadership in research, including research training and supervision.

**Level D**

A Level D research academic will make major original and innovative contributions to their field of study or research, which is recognised as outstanding nationally or internationally.

A Level D research academic will play an outstanding role within their institution, discipline and/or profession in fostering the research activities of others and in research training.

**Level E**

A Level E research academic will typically have achieved international recognition through original, innovative and distinguished contributions to their field of research, which are demonstrated by sustained and distinguished performance.

A Level E research academic will provide leadership in their field of research, within his or her institution, discipline and/or profession and within the scholarly and/or general community. They will foster excellence in research, research policy and research training.

MSAL will not be used as a basis for claims for reclassification

**SIGNATURES OF THE PARTIES & WITNESSES**

Executed by the parties as an Enterprise Agreement.

**For and on behalf of the Employers**

Name: KERRI-LEE KRAISE Signature:  Date: 21/12/23

Position: VICE-CHANCELLOR AND PRESIDENT

Address: PO Box 19  
Cooranbong NSW 2265

Name:  Signature: MATTHEW BROWN Date: 21/12/23

Position: CHIEF FINANCE & OPERATIONS OFFICER

Address: PO Box 19  
Cooranbong NSW 2265

**For and on behalf of the Employees**

Name: Peter Williams Signature:  Date: 21/12/23

Position: Senior Lecturer (Avondale Business School)

Address: PO Box 19  
Cooranbong NSW 2265

Name: CRIST SCHILKO Signature:  Date: 21.12.23

Position: Student Finance Accountant

Address: PO Box 19  
Cooranbong NSW 2265

23 January 2024

Deputy President Boyce  
Fair Work Commission

**Re: Undertakings – AG2023/5133 Avondale University Enterprise Agreement  
2023**

Avondale University Limited hereby gives the following undertakings with respect of the Avondale University Enterprise Agreement 2023:

**1. Clause 26.2. Substitution of Public Holidays**

That Clause 26.2 of the Agreement shall read:

“The employer may agree with individual employees to substitute a public holiday or part holiday for another working day or part-day to be taken at a mutually agreed time. Where substitution occurs, the substituted day or part-day will be the public holiday and treated as such for the purposes of this Agreement.”

**2. Clause 31.2: Forfeiture of Entitlements**

That clause 31.2 be replaced with the following:

“If an employee fails to give the required notice in writing, or having given the required notice, leaves before the end of the notice period, then the employer may deduct from wages due to the employee under this agreement an amount that is no more than one week’s wages from the employee.”

**3. Clause 33: Abandonment of Employment”**

That the following sub-clause be added:

“33.1 Employees deemed to have abandoned their employment will be afforded their minimum notice of termination as per clause 31.2 of this agreement.”

4. **Clause 13.1: Remuneration**

That Clause 13.1 shall read as follows:

"The remuneration ranges specified with Schedules "B" and "D" are inclusive of annual leave loading and allowances, unless explicitly stated otherwise. Remuneration rates contained in Levels 7-10 of Schedule B are inclusive of all penalty rates, additional hours and overtime payments, unless explicitly stated otherwise.

Each remuneration Level contains a base Award component that cannot fall below the comparable Level in the "*Higher Education Industry General Staff Award 2020*" and the "*Higher Education Industry Academic Staff Award 2020*" and an over-Award payment (i.e. Agreement Loading) that unless otherwise specifically contained in an employee's contract or Individual Flexibility Arrangement, shall fully incorporate all traditional Award entitlements mentioned above and any over Award payment components."

5. **Clause 13.3: Reconciliation of salaries in the event of a shortfall.**

That the annualised aggregated salary levels in Schedule B and Schedule D of the agreement shall not fall below a figure that is 2% above the base rates prescribed in the "*Higher Education Industry General Staff Award 2020*" and the "*Higher Education Industry Academic Staff Award 2020*".

6. **Clause 50.3: Supported wage employees.**

That the minimum amount payable shall be not less than \$110 per week.

7. **Clause 45(b): Shift work roster change clause.**

That the following sub-clause be added:

"45(b)(iv). That where changes are made by the employer to the employee's shift or roster, or the employee is transferred between rosters the employee must be notified at least 72 hours prior to the change becoming operative. If 72 hours' notice is not provided, the employee will be entitled to a shift penalty rate of 150% of the minimum hourly rate.

The penalty rate shall not apply where employees have mutually agreed to swap shifts within a roster and this is approved in writing by their manager."

8. **Schedule D: Academic rates of pay.**

That the rates of pay for Lab Technical Preparation and Lab Assistant work will be as per the schedule below:

Casual Academic Lecturing	Per hour (including the casual loading) \$
Laboratory: Technical Preparation	41.00
Lab Assistants Casual	41.00
Other miscellaneous activity	41.00

**9. Clause 8.2: Part-time employees and overtime.**

That clause 8.2(d) read:

“Except where hours are averaged, all time worked additional to the hours mutually arranged will be treated as overtime. The employer will not require employees to work ordinary additional hours beyond their agreed roster, but may agree with the employee in advance of the rostered period to adjust their roster to work additional hours up to and including 38 hours per week.”

**10. Clause 44: Overtime and Time Off in Lieu.**

That clause 44.2 read:

“ All additional hours shall accrue over a period of six (6) months, during which time the employee and their line-manager shall attempt to ensure that by the end of the six (6) month period, the employee shall have achieved a zero (0) balance of accrued additional time.

By agreement, any positive or negative net balance may be carried over to the following six (6) month periods (January to July, July to December). Only with written approval from management in rare circumstances which includes, study/personal development, family/carer responsibilities, travel and health, etc. shall any balances be carried forward over a period exceeding six (6) months.

As a guide, employees would not expect to fall into an accrued time deficit exceeding two (2) days or accumulate additional hours in excess of a week.

During the accrual period, accrued time taken as additional paid time off work shall be on the basis of one (1) paid hour off work for each hour accrued.

At the employee’s request, any positive net balance at the end of each six (6) month period (January to July, July to December) may be paid out with the written approval of management.”



I have the authority to provide these undertakings in relation to the application before the Fair Work Commission.

Name MATTHEW BROWN

Signature 

Position CHIEF FINANCIAL + OPERATIONS OFFICER

Date 24-01-2024