



University of
South Australia

FIXED TERM EMPLOYMENT USER GUIDE

Contents

Introduction	3
Types of employment	4
Overview of changes to fixed-term employment under 2019 Enterprise Agreement	6
Fixed-term employment categories	7
General conditions related to fixed term contracts	15

Introduction

The *University of South Australia Enterprise Agreement 2019* (2019 Enterprise Agreement) commenced operation on 18 July 2019 with clause 8 setting out conditions in relation to the use of fixed-term employment.

All fixed-term contracts must be in accordance with these conditions. This **does not** apply to staff employed under:

- The *Senior Staff Collective Agreement 2006*; or
- A staff member who has negotiated arrangements under an Australian Workplace Agreement (AWA).

This User Guide provides guidance on the categories and entitlements that apply to fixed-term contracts under the 2019 Enterprise Agreement. Generally speaking, the provisions in predecessor enterprise agreements (unless expressly noted in subsequent enterprise agreements) no longer apply to fixed term contracts, even if the contract was entered into under a previous enterprise agreement. However, if you have any concerns about this, please raise them with your local People, Talent and Culture Unit (PTC) representative.

Staff who are responsible for recruiting, negotiating, administering or approving an appointment or renewal of fixed-term staff should refer to this guide as well as the [Recruitment at UniSA website](#).

More detailed advice can be provided from your local People, Talent and Culture (PTC) Business Partner.

People, Talent and Culture
July 2019

Types of employment

There are three (3) types of employment available to employ academic and professional University staff:

Continuing employment

Continuing employment (either full-time or part-time) means an appointment made for an indefinite period and where the nature of the work is ongoing.

Fixed-Term Employment

The 2019 Enterprise Agreement (clause 5.4) defines fixed-term employment as:

“...full-time or part-time employment for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or in lieu of a finishing date, will specify the circumstance(s) or contingency relating to a specific task or project, upon the occurrence of which the term of employment will expire) and for which, during the term of employment, the contract is not terminable by the University, other than during or at the completion of a probationary period, or for cause based upon unacceptable performance or serious misconduct”.

There are 10 categories of fixed term employment available under the 2019 Enterprise Agreement for academic and professional staff members. However, fixed-term employment is generally used in two (2) broad types of situation:

- The first is where there is a need for work for a specified period of time, where the time of commencement and time of completion are known.
- The second is not date specific but rather employment starts on commencement of a task or project and ends upon completion of that task or project. It is confined to the duration of a specific task or project.

Fixed-term employment can be useful where the work is linked to funding or if there is a short term work need. It is important to be aware that a series of fixed-term contracts may give rise to an expectation or understanding that the employment is ongoing rather than fixed-term and should not be used in lieu of or to circumvent performance management. An assessment should be made whether fixed-term employment is appropriate prior to seeking approval to fill a vacancy or offering employment, and advice should be obtained from your local PTC Business Partner.

Casual Employment

Casual employment is generally short term or irregular in nature with no guarantee of ongoing work. Casual staff are not entitled to paid recreation leave, sick leave or payment for public holidays, and are paid a loading in addition to the hourly rate of pay to compensate for payment of these entitlements. Casual staff are eligible for long service leave and limited forms of unpaid leave as detailed in the 2019 Enterprise Agreement.

The Enterprise Agreement defines casual employment as *“employment of a staff member by the hour and paid on an hourly basis, that includes a twenty-five (25) percent loading to compensate for Award and Agreement based benefits to which casual staff member is not eligible”.*

Which Type of Employment is Appropriate?

While this Guide deals only with fixed-term employment, an assessment should first be made on the type of employment that best suits the work to be undertaken. An assessment should take into consideration:

- The number of hours to be worked;
- Whether the work need is for a limited period of time or not;
- The time of day and frequency of days over which the work is to be performed;
- The regularity of the hours to be worked;
- Funding – whether it is for a limited term only or ongoing; and
- Any conditions under the 2019 Enterprise Agreement or UniSA policies, procedures or guidelines that may be attached to the work to be undertaken.

Advice on conditions and options can be provided from your local PTC Business Partner, who should be consulted before a staff member is engaged on a fixed term basis.

Overview of changes to fixed-term employment under 2019 Enterprise Agreement

The 2019 Enterprise Agreement introduced changes to the fixed-term employment conditions that existed in the *University of South Australia Enterprise Agreement 2014* (2014 Enterprise Agreement) through:

- Introducing two (2) new categories:
 - Recent Professional Practice (Practitioners-in-Residence); and
 - Student Employment;
 - Enhancing the conditions of the Teaching Academic category by providing continuity and certainty in employment, opportunities for further employment and entitlements where the work does not continue at the end of the contract;
 - Committing to review the employment of all fixed term staff where they have been employed on two (2) or more fixed term contracts on a continuous basis for at least 10 years with the University to assess and consider whether they transition to continuing employment; and
 - Committing to discuss and explore the development of fixed term employment conditions for Aboriginal and Torres Strait Islander Internships.
-

Fixed-term employment categories

This section sets out the fixed-term employment categories that apply to all fixed term contracts across the University. Comments and guidance are provided to further explain the categories where appropriate. They are intended to guide PTC Business Partners and hiring managers on work activities that comply with the requirements of each employment category.

When determining which category of fixed term employment is most applicable for a particular position and staff member, please consult with your local PTC Business Partner. Employing a staff member under an inappropriate category can result in failure to comply with the terms of the 2019 Enterprise Agreement and have operational implications.

Specific task or project

This category applies to:

“A definable work activity which has a definable starting time and which is expected to be completed within an anticipated timeframe.

Without limiting the generality of the circumstance, it shall also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students.” (2019 Enterprise Agreement, clause 8.1 a))

Comments and guidance

Circumstances when categories apply

Work of a kind that would ordinarily be undertaken on an ongoing basis by continuing staff is not intended to constitute a "specific task or project". Rather, a "specific task or project" is a "stand-alone" task or project which is not required to be undertaken on an ongoing basis.

There are effectively two (2) circumstances in which contracts can be offered under this arrangement; fixed task and/or externally funded.

Fixed task

Where the tasks or duties of a role are anticipated to be of a nature that is not ongoing, a fixed-term contract may be offered under this category. The funding source for this role is irrelevant, provided that the circumstances fit those of a genuine fixed task role as described above.

For example, employing a staff member to teach scheduled courses or tutorials to students is generally considered ongoing work of the University and therefore not considered to be a "specific task or project". A course or tutorial that has been taught for a considerable length of time is more than likely to be viewed as ongoing in nature and therefore not a genuine fixed task circumstance. Industrial Tribunals have generally viewed a fixed task as not including teaching and associated duties as this is seen as regular and ongoing work. Whereas, undertaking a review of course offerings within a definable period of time as a project or task is not ongoing work, but rather a stand-alone activity that would be undertaken within an anticipated timeframe. In this circumstance a contract as a "specific task or project" could be offered.

If an Academic Unit is considering offering teaching and associated duties through a fixed-term contract, the teaching academic category is likely to be more appropriate subject to the staff member meeting the eligibility criteria for the category. If this doesn't apply to the situation, a casual contract could be considered.

Externally funded

Where a role is created under funding provided by an external source (that is, not the University), a fixed-term contract may be offered under this category. The role is contingent on the provision of this funding, commencing once the funding is received and ending when funding is no longer available.

In this circumstance, the tasks or duties to be undertaken in the role are irrelevant.

External funding means funding from identifiable sources external to the University excluding funding from government operating grant or student fees. A government operating grant for this purpose generally refers to funding provided under the *Commonwealth Grant Scheme*.

Duration of specific task or project contracts

Commencement and end dates

The commencement and end dates for a contract under the Specific Task or Project category should be linked to the specific task or project for which the staff member has been engaged. Contracts should not have generic end dates, such as two years from the commencement date, unless that end date is referable to the specific task or project. In some circumstances that may mean that specific dates are appropriate, for example a contract commencing on 1 July 2019 and ending on 24 December 2019. However, in other situations, the commencement and end dates of the contract may be linked to a particular event or circumstance which has no fixed date. In those situations, specific wording may need to be included in the contract to identify when the employment arrangement will cease such as when the specific task or project is completed, rather than relying on a specific date only. Please contact your local PTC Business Partner if you need assistance with this step.

If you are unsure whether a work activity meets the specific task or project criteria, please contact PTC for advice and guidance.

Research

This category applies to work activity by a person engaged on research only functions, or a person directly supporting such a person and funded by the same source; That is, not being funding part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students (2019 Enterprise Agreement, clause 8.1 b)).

The following additional conditions apply to staff engaged under the Research category:

- Staff may be appointed for a contract period not exceeding five (5) years.
- Staff employed in relation to a specific research grant should normally be offered a contract for the whole period for which work of the type they have been contracted to provide will be required.
- Staff should not be required to work prior to the signing of a contract for the services they are to provide. If funding for the research project is delayed the staff member should not be required to begin work or their contract should be funded by the cost centre within which the research project will be located and subsequently reimbursed from the project funding.
- Staff engaged on successive research projects shall be considered to have unbroken service with the University if the period between successive contracts is less than six (6) months, but the period between contracts will not count as service.

Comments and guidance

Whilst a single contract cannot be offered for more than five (5) years at a time, this does not exclude a further contract being offered at the conclusion of the current one. Successive contracts are common across research roles due to the nature of research funding. The funding source is irrelevant for research roles, except in the case of a staff member supporting a researcher which requires the funding for the supporting role to be from the same funding source as the researcher. The funding source in this case cannot be part of an operating grant from government (e.g. Commonwealth Grant Scheme) or student fees.

Replacement staff member

This category applies to work activity replacing a full-time or part-time staff member for the whole of the period for which the staff member is either on authorised leave of absence or is temporarily seconded away from his/her usual work area, for a period normally not in excess of two (2) years, or performing the duties of:

- A vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
- A position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the employer and in progress for that vacant higher duties position,

until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable (clause 8.1 c).

Comments and guidance

The intention of a replacement staff member contract is to backfill for an absent staff member and undertake the duties of the role. This can be as a result of a temporary secondment, vacant position or an authorised leave of absence. An authorised leave of absence is any type of prescribed leave from a staff member's duties at the University which has been approved by the relevant supervisor/manager including but not limited to, maternity leave, parental leave, personal leave, recreation leave, long service leave or special leave with or without pay.

Where an interim flexible work arrangement is agreed for family related purposes or a staff member returns from maternity leave, and in both cases a temporary reduced employment fraction is agreed, a fixed-term contract as a replacement staff member can be offered to backfill up to the reduced employment fraction. For example, a staff member is employed on 1.0 FTE and negotiates a reduced fraction of 0.4 FTE for the first 10 months they wish to return to work, a backfill up to 0.6 FTE can be employed as a replacement staff member on a fixed-term contract. The contract period is to be the same as that negotiated for the reduced employment fraction. A replacement can also be made for a series of family related or maternity leave backfills. For example, a replacement staff member is employed to backfill several staff who are on a family related reduced employment fraction or maternity leave.

While a contract can be offered for a period normally not in excess of two (2) years, this does not prevent a contract being offered for a longer period than two (2) years, where the circumstances warrant a longer contract to cover a staff member's leave of absence or secondment. There have been circumstances where a staff member has been on a leave of absence or secondment for a period of three (3) years or more. These circumstances will generally be exceptions with the majority of circumstances continuing to remain within the two (2) year period.

Work-force planning contract

Where a full-time or a part-time staff member 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.

Comments and guidance

Further information regarding the use of work-force planning contracts can be found in the [Work-force Planning Contract Procedure](#).

Graduate or traineeship

This category of fixed term contract can be used in the following two circumstances:

- For a recent graduate who is employed on a development program in which case a contract shall not exceed two (2) years.
- For a trainee employed pursuant to an apprenticeship or traineeship approved by the relevant state training authority.

When considering using this category of fixed term employment thought should be given to the nature and structure of the development program being offered so this can be explained to the staff member prior to employment.

Teaching academic

The majority of staff members entering the UniSA academic workforce will continue to initially be appointed to a teaching and research academic profile. However, a fixed term contract can be offered under the Teaching Academic category where the staff member is being engaged to undertake the work activity as defined by clause 35.4 c) of the 2019 Enterprise Agreement, being:

“Teaching Academic: undertakes a combination of teaching and administrative activities. The total of such activities will not exceed 80% of a staff member’s yearly allocated workload. The remainder of the allocated workload will be available for scholarship activities. A Teaching Academic can also include circumstances where the role is purely administrative.”

Please refer to the [Academic Workload Guidelines 2019](#) for details on the composition and allocation of teaching and related duties.

This category of fixed-term employment is open to persons who:

- Have had casual academic employment experience within the past twelve (12) months plus no continuing employment within UniSA during the previous three (3) years; or
- Have other relevant work experience for the work activity to be undertaken.

A contract is to be not less than six (6) months, no more than five (5) years and a contract may be offered as full-time or part-time, although cannot be for less than 0.4 FTE. Should a Teaching Academic staff member wish to work less than 0.4 FTE for personal reasons, a flexible work arrangement can be entered into accommodating the request, provided that the underlying fixed term contract provides an entitlement to a position of no less than 0.4 FTE. Please refer to clause 25 of the 2019 Enterprise Agreement and the University’s [Flexible Work Arrangements procedure](#) for further information regarding flexible work arrangements.

Comments and guidance

Relationship to Casual Employment

The eligibility criteria for the Teaching Academic category provides flexibility for the University to provide work on a fixed-term employment basis that has in the past been undertaken by casuals. This flexibility enables Academic Units to explore opportunities to package up casual work that could be offered as a fixed-term contract. There may be many benefits and efficiencies as a result, including providing a more secure form of employment for existing casual staff and a reduction in associated administration of contracts and timesheets. There is also an added benefit to better integrate the casual workforce with the continuing and fixed-term workforce.

Eligibility Criteria

Employment in this category is restricted to persons who have had:

- Previous casual employment (see below); and

- Other relevant work experience.

The ability to employ current students of the University as a Teaching Academic has been removed in the 2019 Enterprise Agreement (unless the student falls within one of the remaining two criterion set out above). Students can now be engaged under the Student Employment category.

Previous Casual Employment

Individuals who have had casual academic employment experience within the past twelve (12) months plus no continuing employment within UniSA within the previous three (3) years can be appointed as a fixed term teaching academic. There is no minimum casual experience required; only that the person must have been employed as a casual academic (in Australia or internationally) in the previous twelve (12) months. Not having a minimum requirement can open up circumstances that may not be within the spirit and intent of the provision. It is designed for those with genuine casual employment experience, not those who are offered a casual contract as a means to meet the criteria for an offer of a fixed-term contract. In these situations, consideration should be given to whether an individual meets the criteria on the basis of having other relevant work experience.

In addition to casual experience, in order to be eligible under this criterion an individual must not have been employed by UniSA on a continuing employment basis within the previous three (3) years. This is to ensure that genuine casuals who are seeking a more secure form of employment are considered, rather than someone that previously had continuing employment with UniSA and ceased employment either through resignation or redundancy. Continuing employment carries the same meaning as that defined in the 2019 Enterprise Agreement (i.e. appointment is for an indefinite period and where the nature of the work is ongoing).

Other Relevant Work Experience

It is expected that many appointments under the Teaching Academic category will come through having other relevant work experience for the work activity to be undertaken. For example, a secondary teacher's experience may be relevant for employment in the UniSA College. The Recent Professional Practice (Practitioners-in-Residence) category should also be considered.

Above all, an assessment needs to be made on what work experience is relevant for the work to be undertaken. This will vary in many instances but does provide flexibility to enable local considerations to be made.

No less than 6 months per contract

When establishing fixed term teaching academic contracts, it is important to keep in mind the minimum duration which will apply to any subsequent fixed term contracts is 6 months.

Further practical guidance

The categories of "Recent Professional Practice" and "Student Employment" have been reintroduced in the 2019 Enterprise Agreement. These categories should be considered when determining whether the Teaching Academic category is the most appropriate for engaging a particular staff member.

Transitioning to continuing appointment

Pursuant to clause 8.1 f) iv) of the 2019 Enterprise Agreement a staff member engaged on a fixed term Teaching Academic contract may be considered for transition to continuing employment provided they have been employed as a teaching academic for a minimum of two (2) years. A decision to transition a staff member is at the discretion of the University and will require the following steps:

- Development of a business case by the Executive Dean (or equivalent), submitted to and approved by the Provost and Chief Academic Officer;
- The business case will need to demonstrate:

- The staff member has been employed as a teaching academic for a minimum of two (2) years;
- Evidence of the staff member's commitment to teaching and learning;
- Examples of contribution to leadership in the scholarship of teaching; and
- Evidence that the staff member displays sustained excellence in their teaching practice and meets the Teaching Academic Standards of Performance.

Please refer to the [Procedure to transition current academic staff to continuing Teaching Academic positions](#) for further information.

HEO10 and above

A fixed-term contract not exceeding five (5) years can be offered to an individual who is to be employed at HEO10 and above. No right to further employment exists at the conclusion of a contract. This does not preclude a further contract/s from being offered where a work need continues. No severance pay is payable at the conclusion of a contract.

It is expected that contracts of this nature will be utilised in high level professional staff positions including a Deputy Director level or equivalent, or positions that are responsible for specialist or related functions that are classified at HEO10 and above.

Any other circumstance mutually agreed

In instances where the other categories do not address an operational need to appoint on a fixed-term basis, the University may offer a fixed-term contract subject to the agreement of the NTEU and/or CPSU (as relevant).

Where a fixed-term employment category does not cover the work to be performed, please contact People, Talent and Culture to discuss the circumstances. If a genuine and clear case exists that does not meet any of the other categories and fixed-term employment is appropriate, the Employee Relations PTC Business Partner will raise the matter with the relevant union/s to discuss the merits of the proposal.

Where agreement is reached with the relevant union/s, the terms of the agreement will be recorded through an exchange of letters.

Agreement to employ under this category must be obtained from PTC and the relevant union/s in accordance with the above process **prior** to the position being advertised, or where it is not advertised, prior to a contract being offered. In order to advertise using this category, the University's e-recruitment system will require documentation to be uploaded as evidence of approval.

Recent Professional Practice (Practitioners-in-Residence)

The 2019 Enterprise Agreement includes a new category of fixed term employment, being Recent Professional Practice (Practitioners-in-Residence).

This category applies where the University requires that professional, commercial, clinical or vocational education be undertaken by a person who has recent practical or commercial experience or is a current practicing professional.

Under the 2019 Enterprise Agreement "recent" will generally mean:

- Where the experience has occurred in the previous two (2) year period prior to the appointment; or

- Where the person maintains professional accreditation.

Under the 2019 Enterprise Agreement, a person will usually be employed on a part-time basis and hours may be annualised over the year. Unless otherwise determined by the supervisor, the requirement to allocate research or scholarship time in accordance with the 2019 Enterprise Agreement, clause 35 (Academic Workload) does not apply to staff members employed under this category. Clause 35 (Academic Workload) also does not apply where a person is employed on an employment fraction of less than 0.4 FTE.

Comments and guidance

When the “Recent Professional Practice Required” category was removed in the 2014 round of enterprise bargaining it was decided that the category was not necessary and that work captured by the category could be captured by the Specific Task or Project Category. However, removal of the category led to unintentional restrictions on the use of fixed term employment.

This new category has been included in the 2019 Enterprise Agreement due to the need for greater flexibility in workload and scholarship allocation for industry-based practitioners in residence.

Student Employment

Employment under this category can be offered to a person who is enrolled as a student at the University (2019 Enterprise Agreement, clause 8 j)).

The employment of the staff member under this category is not to extend beyond 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 waiting for results.

Generally, this contract category will be available where the work activity engaged in by the staff member is related to a course/degree the student is undertaking and/or directly supports their graduate learning outcomes as published by the University. However, this is not a concrete rule.

A student employed under this category is not expected to undertake research or scholarship and the requirement of clause 35 of the 2019 Enterprise Agreement (Academic Workload) to allocate those activities as part of workload is not applicable, unless otherwise determined by the supervisor.

An offer of employment under this category must not be made on the condition that the person undertakes a course or study.

Comments and guidance

The new category of “Student Employment” in the 2019 Enterprise Agreement is substantially similar to the “Student Employment” category which was removed from the University’s Enterprise Agreement during the 2014 round of bargaining.

At the same time, the ability to engage a student under the Teaching Academic fixed term category has been removed (unless the student falls within the remaining Teaching Academic eligibility criteria in clauses 8.1 f) ii) of the 2019 Enterprise Agreement). The new Student Employment fixed term category allows for employment of students in a broader range of circumstances than under the 2014 Enterprise Agreement Teaching Academic category in that:

- It allows employment of the student to continue until they receive their results, rather than it needing to cease at the time their enrolment ends.

- The work activity can be either generally related to their course /degree and/or support their graduate learning outcomes. Under the 2014 Enterprise Agreement Teaching Academic category the work activity was required to be generally related to the degree the staff member was studying.

In addition, no scholarship is required to be included in the staff member's workload where the Student Employment category is used, which is required for a Teaching Academic.

General conditions related to fixed term contracts

Contract templates

Clause 7 of the 2019 Enterprise Agreement requires that all staff are provided with an instrument of appointment that states the type of employment, category of employment (if fixed-term) and other terms of engagement at the time of appointment. Employment offer letters and employment agreement templates are issued via the e-recruit onboarding process and Academic Exec Level E contracts can be accessed [here](#).

Local PTC Business Partners, managers and supervisors will also need to contemplate approval requirements for fixed-term contract staff and other considerations such as the requirement for a PhD at academic Level B and above. This requirement can be waived with the approval of the Vice Chancellor. The *Minimum Qualifications For Academic Staff* procedure can be located [here](#).

Termination of a fixed term contract

Under the 2019 Enterprise Agreement (clause 5.4) (and its predecessors) fixed term employment contracts cannot be terminated by the University during their term other than in the following circumstances:

- During or at the completion of the probationary period;
- For cause based on:
 - Unacceptable performance; or
 - Serious misconduct.

Therefore, the University is not able to terminate a contract early where a position is no longer required, or for misconduct (rather than serious misconduct).

Notice prior to expiry of contract

Prior to the expiry of a fixed-term contract, staff are to be provided with notice of the University's intention to renew, or not renew employment upon expiry of the contract, where staff are employed in one of the following categories:

- Specific Task or Project;
- Research;
- Teaching Academic;
- HEO10 and Above;
- Student Employment;
- Any Other Circumstance Mutually Agreed.

The notice period to be provided is based on years of service and is detailed in clause 8.5 of the 2019 Enterprise Agreement and is summarised under each employment category in **Attachment A**.

No formal notice period is required to be provided where staff are employed in one of the following categories:

- Replacement Staff Member;
- Workforce Planning Contract;
- Graduate or Traineeship; or
- Recent Professional Practice (Practitioners-in-Residence).

When contemplating whether to renew or not renew a contract, the hiring manager must be aware of obligations in relation to rights to further employment as detailed in the following section of this guide.

Right to further employment

The 2019 Enterprise Agreement only provides a right to further employment for staff members employed under the categories of **Specific Task or Project, Research, or Teaching Academic**. A right to further employment does not apply to any other fixed-term category.

By no later than the start of the formal notice period required to be given as referred to in the previous section, the University must advise the staff member whether it intends to continue the position or not (in practice this occurs well before the start of the formal notice period).

A right to a further employment applies where:

- a decision is made to **continue with the position**; and
- the fixed-term staff member was **merit selected** into the position; and
- the staff member has **performed satisfactorily** whilst in the position.

If a manager or supervisor considers that a staff member has **not performed satisfactorily** and therefore no right to further employment exists, they must ensure that they have evidence to demonstrate that discussions have taken place with the staff member:

- Identifying performance that is not meeting expectations;
- Re-enforcing the expectations required of the staff member; and
- Providing the staff member with a reasonable opportunity to improve.

No right to further employment

If a position continues after the expiry of a fixed-term contract, no obligation exists for the University to offer further employment (either fixed-term or continuing) for staff employed under the following categories:

- Replacement Staff Member;
- Workforce Planning;
- Graduate or Traineeship;
- HEO10 and Above;
- Any Other Circumstance Mutually Agreed;
- Recent Professional Practice (Practitioners-in-Residence); or
- Student Employment.

Nothing precludes the University from offering a further contract to a staff member in these instances (provided that the staff member and position continue to meet the eligibility criteria for the particular category), nor are staff prohibited from applying for other positions in the University in accordance with recruitment and selection policies and procedures.

If a position does not continue after the expiry of a fixed-term contract for any reason, no obligation exists for further employment for staff employed in those positions.

Severance pay

Severance pay only applies to a fixed-term staff member employed under the **Specific Task or Project, Research and Teaching Academic** categories and only where all the following criteria are met:

- The staff member's contract is not renewed; and
- The staff member seeks to continue their employment,

and one of the following criteria:

- The staff member is employed on a second or subsequent contract and the same or substantially the same duties are no longer required by the University; or
- Another person is to be appointed or has been appointed to perform the same or substantially similar duties because the staff member has not been merit selected and/or has not performed satisfactorily in the position. If a manager or supervisor considers that a staff member has not performed satisfactorily, the criteria to demonstrate this, as outlined in the 'Right to Further Employment' section (above), shall apply.

Severance pay does not apply where a staff member is offered further employment but does not seek to continue with the employment.

Where a staff member is employed under the Specific Task or Project, Research or Teaching Academic category and a further fixed-term contract has been offered but at a lower employment fraction than the current contract, where the staff member does not accept the further contract at the lower fraction, they may be eligible for severance pay in accordance with the provisions of the 2019 Enterprise Agreement. In these circumstances please obtain advice from PTC.

If a staff member employed on a research contract is eligible for severance pay and the funding for the contract is through a research grant, please review the conditions of the grant to determine whether severance payments can be charged to the grant funds. Some granting bodies (e.g. ARC/NHMRC) may not permit severance payments to be charged to grant funds. These costs will need to be met by the Academic Unit.

Where a staff member is employed under the Teaching Academic category and becomes entitled to a severance payment, only service in employment from the commencement of the 2019 Enterprise Agreement (being 18 July 2019) will count as continuous service for the purposes of calculating severance pay entitlements.

Enhanced severance pay

Under the 2019 Enterprise Agreement, the University is obliged to review the employment of all staff members who have been employed on two (2) or more fixed term contracts on a continuous basis for at least 10 years with the University to assess whether to transition the staff member to continuing employment.

The criteria for assessing staff members in this position is set out in clauses 8.11 to 8.13 of the 2019 Enterprise Agreement.

Where a staff member in this situation is not transitioned to continuing employment and their contract is not renewed at the conclusion of their current or any subsequent contract, the staff member is entitled to receive an enhanced severance payment. The details of the enhanced severance payments are set out in clause 8.14 of the 2019 Enterprise Agreement.

The enhanced severance payment applies in substitution of severance payment calculated in accordance with clause 8.8 of the 2019 Enterprise Agreement.

Conversion to continuing

Under the 2019 Enterprise Agreement, the University has committed to review the employment of any staff member who:

- has been employed on two (2) or more fixed term contracts;
- where employment on those fixed term contracts has been on a continuous basis; and
- the two or more continuous contracts have extended for at least 10 years,

to assess and consider whether to transition the staff member to continuing employment.

In order for a decision to transition the staff member to continuing to be made, the following must be satisfied:

- the staff member must have been appointed to their current position through a merit selection process;
- the staff member must have performed satisfactorily in their current position;
- the staff member must have had their probationary period confirmed;
- there must be a requirement for the duties performed by the staff member in their current position to continue for an indefinite period;
- the nature of the work must be ongoing; and
- requisite funding must be available to support the position.

Fixed-term employment summary table

ATTACHMENT A

Fixed-Term Category	Min Length	Max Length	Fraction	Contract Extension	End of Contract Entitlements		
					Right to Further Employment	Notice Period	Severance Pay
Specific Task or Project	No restriction – the length of the contract should be referable to the specific task or project	Duration of task or project – the length of the contract should be referable to the specific task or project	Flexible Up to 1.OFTE	Yes – further contract may be offered up to the duration of task or project.	Yes –see note ¹	Yes – notice is required – see note ²	Yes – severance is payable – see note ³
Research	No restriction	Up to 5 years	Flexible Up to 1.OFTE	Yes – further contract may be offered up to 5 years max length	Yes –see note ¹	Yes – notice is required – see note ²	Yes– severance is payable – see note ³
Replacement Staff Member	No restriction	<u>Leave or Secondment</u> Normally up to 2 years <u>Recruiting to Fill Vacant Position</u> Until position is filled up to and including when new person takes up the role	Flexible Up to 1.OFTE	<u>Leave or Secondment</u> Yes - but extension generally occurs by exception past 2 years <u>Recruiting to Fill Vacant Position</u> Yes - but extension cannot continue beyond the date the new person takes up the role	No requirement for University to offer further fixed-term employment	No notice required	No severance payable
Workforce Planning Contract	No restriction	Up to 5 years	Flexible Up to 1.OFTE	No – University pre-separation guidelines state that it is a single non-renewable contract	No requirement for University to offer further employment	No notice required	No severance is payable – staff are paid a loading in lieu of severance pay

1 Right to further employment is applicable if; the position continues and; the staff member was merit selected for the role and; the staff member is performing satisfactorily.

2 Notice required to be given as per 2019 Enterprise Agreement (Notice, clauses 8.5-8.6).

3 Severance required to be given as per 2019 Enterprise Agreement (Severance Pay, clauses 8.7-8.10)

Fixed-term employment summary table

ATTACHMENT A

Fixed-Term Category	Min Length	Max Length	Fraction	Contract Extension	End of Contract Entitlements		
					Right to Further Employment	Notice Period	Severance Pay
Graduate or Traineeship	<u>Graduate</u> No restriction <u>Traineeship</u> Duration of the training program	<u>Graduate</u> Up to 2 years <u>Traineeship</u> Duration of the training program	<u>Graduate</u> Flexible Up to 1.OFTE <u>Traineeship</u> As determined by apprentice or traineeship contractual requirements	No – a graduate would no longer be considered to be recent, and traineeship ceases at end of the traineeship contract	No requirement for University to offer further employment	No notice required	No severance is payable
Teaching Academic	6 months	3 years	No less than 0.4 FTE - Up to 1.OFTE	Yes – a further contract may be offered up to a maximum of 5 years	Yes – requirement for University to offer a further fixed-term contract only – see note ¹	Yes – notice is required – see note ²	Yes – severance is payable – see note ³
HEO10 and Above	No restriction	Up to 5 years	Flexible Up to 1.OFTE	Yes – a further contract may be offered up to a maximum of 5 years	No requirement for University to offer further employment	Yes – notice is required – see note ²	No severance is payable
Any Other Circumstance Mutually Agreed	As per agreement with relevant union/s	As per agreement with relevant union/s	As per agreement with relevant union/s	As per agreement with relevant union/s	No requirement for University to offer further employment	Yes – notice is required – see note ²	No severance is payable

1 Right to further employment is applicable if; the position continues and; the staff member was merit selected for the role and; the staff member is performing satisfactorily.

2 Notice required to be given as per 2019 Enterprise Agreement (Notice, clauses 8.5-8.6).

3 Severance required to be given as per 2019 Enterprise Agreement (Severance Pay, clauses 8.7-8.10)

Fixed-term employment summary table

Fixed-Term Category	Min Length	Max Length	Fraction	Contract Extension	End of Contract Entitlements		
					Right to Further Employment	Notice Period	Severance Pay
Recent Professional Practice (Practitioners-in-Residence)	No restriction	2 years	Flexible Up to 1.0 FTE – although usually part-time	Yes – a further contract may be offered up to a maximum of 2 years	No requirement for University to offer further fixed-term employment	No notice required	No severance is payable
Student Employment	No restriction	Must not extend beyond 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 it waiting for results	Flexible Up to 1.0FTE – although will usually be part-time as the staff member must be a student of the University	Yes – a further contract may be offered but no contract can extend beyond 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 it waiting for results	No requirement for University to offer further fixed-term employment	Yes – notice is required – see note ²	No severance is payable

1 Right to further employment is applicable if; the position continues and; the staff member was merit selected for the role and; the staff member is performing satisfactorily.
 2 Notice required to be given as per 2019 Enterprise Agreement (Notice, clauses 8.5-8.6).
 3 Severance required to be given as per 2019 Enterprise Agreement (Severance Pay, clauses 8.7-8.10)

