

<b>Name of Policy</b>	<b>Employment of Fixed-Term Staff Policy</b>
<b>Description of Policy</b>	<i>This policy covers the arrangements for the employment for fixed-term contract staff members at the University.</i>
<input type="checkbox"/> New Policy <input checked="" type="checkbox"/> Revision	
<b>Description of Revision</b>	<i>This Policy has been updated to incorporate the provisions of the Australian Catholic University Staff Enterprise Agreement, 2010 - 2013</i>

### Human Resources Directorate

<b>Policy and Revision Number</b>	
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## 1. Background Information

This policy has been developed in support of the provisions for the employment of academic and general staff on a fixed-term basis at Australian Catholic University (ACU).

## 2. Policy Statement

Fixed term employment means employment for a specified term or ascertainable period. Fixed term employment provides a mechanism for the engagement of staff on other than a continuing basis to fulfil temporary work activity needs identified by the University.

The use of fixed-term employment as a form of employment at ACU will be subject to University funding and operational requirements, and will be managed in line with these policy provisions.

## 3. Policy Purpose

This policy supports the fixed-term employment provisions of the University and sets out the administrative processes (such as, the provision of notice and severance payments) associated with fixed-term employment.

## 4. Application of Policy

This policy applies to the employment of fixed-term academic and general staff at ACU who are covered by the provisions of the Australian Catholic University Staff Enterprise Agreement, 2010 - 2013. A fixed-term contract will specify the starting and finishing dates of that employment or in the absence of a finishing date, will specify the circumstance(s) or contingency relating to a specific task, project or research funding, upon which the contract of employment will cease.

### 4.1 Fixed Term Reasons

The use of fixed-term employment is limited to the employment of a staff member engaged on work activity that comes within the description of one or more of the following circumstances:

- (i) **Specific Task or project** means 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 for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of fees made by or on behalf of students.
- (ii) **Research** means work activity by a person engaged on research only functions for a contract period not exceeding five years. Such a contract may be on a continuing contingent basis which is contingent upon the provision of funding.
- (iii) **Replacement staff member** means a staff member who is:
  - (a) undertaking work activity replacing a full-time, fractional or part-time employee for a definable period for which the replaced staff member is either on authorised leave of absence or is temporarily seconded away from their usual work area; or
  - (b) performing the duties of:
    - (i) a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
    - (ii) a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University 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. A fixed-term contract offered under this provision will normally not extend beyond six months.

(iv) **Recent professional practice required**

Where a curriculum in professional or vocational education requires that work be undertaken by a person to be engaged who has recent practical or commercial experience, such a person may be engaged for a fixed period not exceeding two (2) years.

(v) **Pre-retirement contract**

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

(vi) **Fixed-term contract employment subsidiary to studentship**

Where a person is enrolled as a student, employment under a fixed-term contract may be adopted as the appropriate type of employment for work activity, not within the description of another circumstance in the preceding paragraphs of this clause, that is work within the student's academic unit or an associated research unit of that academic unit and is work generally related to a degree course that the student is undertaking within the academic unit, provided that:

(a) 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

(b) 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.

(vii) **New Organisational Unit**

A fixed-term contract may be offered in the case of employment in a new organisational area about which there is uncertainty as to whether it will continue or to perform specific commencement activities, for up to two (2) years from the establishment of any such area. Where there continues to be an uncertainty as to whether the organisational area will continue, a further fixed-term contract of a maximum of twelve (12) months may be offered to the incumbent employee subsequent to the initial contract.

(viii) **Disbanded Organisational Unit**

Where an organisational work unit has been the subject of a decision by the University to discontinue that work within three (3) years, fixed-term contract employment may be offered to work in that work unit.

## 4.2 Probation

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. Other than in accordance with the provisions of the Probation for Continuing Academic Staff Policy, any second or subsequent fixed-term contract with the University for the same or similar role shall not contain a probationary period.

In the case of fixed-term academic staff for whom the terms of their probationary appointment did not require the normal range of probation conditions for continuing appointment, a further period of up to 24 months probation may be required.

As a condition incidental to employment on probation, a staff member must be advised of, and given an opportunity to make response to, any adverse material about the staff member which the University intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

### 4.3 Termination

Fixed-term employment is terminable by the resignation or retirement of the staff member, during a probationary period, by the abandonment of employment by the staff member or by the staff member's death; or the staff member's employment being terminated by the University for unsatisfactory performance, medical separation, serious or wilful misconduct, or where the position is declared redundant. In any of these circumstances the staff member is entitled to the same payments or notice period as a continuing staff member except in the case of redundancy where the staff member will be paid out the balance of the contract or receive 6 months' salary whichever is the greater.

### 4.4 Notice of cessation or revocation of employment upon expiry of the contract

The University will provide to a fixed-term staff member written notice of the University's intention to renew, or not to renew, employment with the University upon the expiry of the contract. Such notice will be:

Period of Continuous Service	Period Of Notice
less than 3 years	At least 2 weeks
3 years but less than 5 years	At least 3 weeks
5 years or over	At least 4 weeks
Over 45 years and greater than 2 years continuous service	Plus one additional week to the above
In circumstances where it is not possible to give the preceding notice due to external funding arrangement and this is advised in writing to the staff member	Earliest practicable date

- (i) Where, because of circumstances relating to the provision of specific funding to support employment external to the University and beyond its control, the University is not reasonably able to give the notice required by this sub-clause, it will be sufficient compliance with this clause if the University:
  - (a) advises those circumstances to the staff member in writing by the latest time at which the notice would otherwise be required to be given; and
  - (b) gives notice to the staff member at the earliest practicable date thereafter.

### 5. Severance pay

A fixed-term staff member whose contract of employment is not renewed in circumstances where the staff member seeks to continue the employment will be entitled to a severance payment or retrenchment benefit payment howsoever called in accordance with the following in the following circumstances:

- (i) the staff member is employed on a second or subsequent fixed-term contract to do work required for the circumstances described in section 4.1(i) or 4.1 (ii) or and the same or substantially similar duties are no longer required by the University; or
- (ii) the staff member is employed on a fixed-term contract to do work required for the circumstances described in section 4.1(i) or 4.1 (ii) and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

## 5.1 Severance Payments for eligible fixed-term staff

Period of continuous paid service	Severance payments
At least 1 year but less than 2 years	4 weeks' salary
At least 2 years but less than 3 years	6 weeks' salary
At least 3 years but less than 4 years	7 weeks' salary
At least 4 years but less than 5 years	8 weeks' salary
At least 5 years but less than 6 years	10 weeks' salary
At least 6 years but less than 7 years	11 weeks' salary
At least 7 years but less than 8 years	13 weeks' salary
At least 8 years but less than 9 years	14 weeks' salary
At least 9 years but less than 10 years	16 weeks' salary
At least 10 years and over	12 weeks' salary

Where the University advises a staff member in writing that further employment may be offered within six (6) weeks of the expiry of a period of fixed-term employment, then the University may defer payment of severance benefits for a maximum period of four (4) weeks from the expiry of the period of fixed-term employment.

If the University offers acceptable alternative employment for a staff member who is otherwise entitled to severance payment, then that staff member is not entitled to severance payment.

A staff member shall not unreasonably decline an offer of acceptable alternative employment.

## 5.2 Entitlements and calculation of continuous service

A fixed-term staff member will be entitled to the same terms and conditions in respect to the same matters as would apply to a continuing staff member engaged in an equivalent classification and working an equivalent proportion of normal weekly ordinary hours for the classification.

For the purpose of this policy, breaks between fixed-term appointments of up to two times per year and of up to six weeks in total will not constitute breaks in continuous service.

Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for the purposes of this clause.

## 5.3 Right of application

No staff member employed on a fixed-term contract (other than a staff member employed on a pre-retirement contract) will be prevented from making application to the University, nor having her or his application for employment considered, solely because the staff member has previously been employed on a fixed-term contract by the University.

## 6. Conversion from Fixed-term to Continuing Employment

The provisions of this clause only apply to fixed-term staff appointed at Academic Levels A to C (inclusive) and to general staff appointed up to HEW Level 9.

If the University decides that a fixed-term position is to be made continuing, and a staff member has satisfactorily completed at least three (3) years of continuous service in that position (or equivalent) on

two (2) or more fixed-term appointments, the staff member will be considered for appointment to the continuing position subject to the staff member:

- (i) having been originally appointed following open competitive selection; and
- (ii) meeting the criteria for appointment to the University for the level of the position; and
- (iii) being assessed as performing the duties of the position to a satisfactory standard following performance reviews under the University's performance review and development processes.

A satisfactory assessment includes the staff member's probation being confirmed, and/or incremental progression being awarded and/or the staff member receiving a satisfactory evaluation arising from the annual performance review.

If the University determines that a position is to be made a continuing one and the incumbent has served (5) five or more years on a series of contiguous fixed-term contract(s), the University will offer the staff member a continuing appointment without the requirement for an advertisement of the position.

## **7. Approvals**

A request to offer fixed-term employment must be submitted for approval by the appropriate delegated officer. Information on delegated officers for fixed-term employment approvals is available in the Register of Staffing Delegations which is published on the Human Resources website.

## **8. Procedures for Fixed-Term Employment**

### **8.1 Appointment**

A nominated supervisor wishing to fill a position must complete a Request to Appoint for a direct appointment or a Request to Advertise form and indicate that the mode of employment is to be fixed-term. The reason for fixed-term employment must comply with one of the reasons set out in this policy.

### **8.2 Contract Expiry**

Prior to the expiry of a staff member's fixed-term contract, Human Resources will provide the nominated supervisor with a Fixed-Term Expiry Advice (FTEA). The FTEA provides the nominated supervisor with relevant information concerning the expiry of the staff member's fixed-term employment contract(s) and advice concerning available employment options. These include:

- Consideration of a further fixed-term contract where the total employment history includes less than 2 years of fixed-term contracts
- Consideration of a further fixed-term contract where the total employment history is more than 2 years of fixed-term contracts
- Consideration of the position to be made continuing, with or without advertisement (conditions apply)
- Position no longer required
- Staff member not to be offered a further contract
- Staff member no longer seeking further contract

### **8.3 Advertising the Position**

It is the responsibility of the nominated supervisor to complete the FTEA and submit it in a timely manner including the employment option being proposed, to the relevant delegated officer for approval. If a decision is made to advertise the position, it should be noted that sufficient lead time will be required to ensure that all steps involved in the recruitment and selection process can be undertaken within the timeframe required.

### **8.4 Provision of Notice**

If the recommendation is not to offer the fixed-term staff member a further contract the recommendation must be received in time to enable the provision of appropriate notice to the staff member. The provision of notice in such circumstances is a requirement of the Enterprise Agreement.

The date by which the relevant delegated officer must provide the staff member with written notice is included on the FTEA. A pro forma notice letter is at Attachment 1 of the FTEA. A copy of the recommendation and the notice letter must be provided to Human Resources.

In the absence of timely advice of such notice, the University may be obliged to make payment in lieu of the requisite notice of termination to a fixed-term staff member.

Once approved, the FTEA and a copy of the signed notice letter (where applicable) should be submitted to Human Resources, within the relevant timeframe.

#### **8.5 Waiver of Recruitment and Selection Policy**

If the recommendation seeks the waiver of the normal Recruitment and Selection policy requirements in relation to the advertising of employment opportunities, justification for this waiver should be included on the FTEA for the approving officer's consideration.

### **9. Policy Review**

The University may make changes to this policy and procedures from time to time to improve the effectiveness of its operation. In this regard, any staff member who wishes to make any comments about the Employment of Fixed-Term Staff Policy may forward their suggestions to the Director, Human Resources.

### **10. Further Assistance**

Any staff member who requires assistance in understanding the Employment of Fixed-Term Staff Policy should first consult their nominated supervisor who is responsible for the implementation and operation of fixed-term employment arrangements in their work area. Should further advice be needed, they should contact the Human Resources Consultant responsible for their campus.

### **11. Related Policies**

Employment of Sessional Staff Policy  
Probation for Continuing Academic Staff Policy  
Redeployment, Redundancy and Voluntary Retirement Policy  
Recruitment and Selection Policy