Fixed-Term Employment
USER GUIDE 2014
Introduction

The University of South Australia Enterprise Agreement 2014 (2014 Enterprise Agreement) commenced operation on 9 June 2014 with clause 28 setting out conditions in relation to the use of fixed-term employment.

All new fixed-term contracts offered on or after 9 June 2014 to academic, professional, security, grounds and document services staff must be in accordance with these conditions. This does not apply to staff employed under:

- The Senior Staff Collective Agreement 2006; or
- An individual agreement (i.e. an Individual Transitional Employment Agreement or Australian Workplace Agreement, which continues to operate under the Fair Work Act 2009).

This User Guide provides guidance on the categories and entitlements that apply to fixed-term contracts under the 2014 Enterprise Agreement. It also outlines conditions that continue to apply to fixed-term contracts made under the previous 2011 Enterprise Agreement and 2006 Collective Agreements.

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 and Selection website at http://www.unisa.edu.au/hrm/employment/recruitment.asp.

More detailed advice can be provided from your local HR representative or the People, Talent and Culture.

People, Talent and Culture
July 2014
Types of employment

There are three (3) types of employment available to employ academic, professional, security, grounds and document services 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

Fixed-term employment is generally used in two (2) types of situations. 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. 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 HR representative or the People, Talent and Culture.

The 2014 Enterprise Agreement defines fixed-term employment as:

“…full-time or fractional 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”.

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 which are detailed in the 2014 Enterprise Agreement.

The Enterprise Agreement defines casual employment as an “appointment 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 2014 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 HR representative or the People, Talent and Culture.
Overview of changes to fixed-term employment under 2014 enterprise agreement

The 2014 Enterprise Agreement introduced major changes to the fixed-term employment conditions that existed in the 2011 Enterprise Agreement through:

- Introducing three (3) new categories;
- Removing eight (8) categories which rarely get used or consolidating those categories into the new or other remaining categories; and
- Amending the Apprenticeship or Traineeship category to Graduate or Traineeship.

The new categories are:

- Teaching Academic;
- HEO10 and Above; and
- Any Other Circumstance Mutually Agreed.

The categories that have been removed and/or consolidated are:

- Recent Professional Practice Required;
- Student Employment;
- New Organisational Area;
- Disestablished Organisational Area;
- New or Discontinued Program;
- Sudden and Unanticipated Increase or Decrease in Enrolments;
- Early Career Development Fellowships; and
- Teaching Focussed Roles.

New fixed-term contracts can no longer be offered under these eight (8) categories, however existing staff who are on a fixed-term contract made prior to 9 June 2014, will retain the associated conditions and entitlements under the 2011 Enterprise Agreement. Reference should be made to Attachment B of this User Guide for further details.

Fixed-term employment categories

This section sets out the fixed-term employment categories that apply to contracts offered on or after 9 June 2014. Comments and guidance are provided to further explain the categories where appropriate. They are intended to guide HR representatives and hiring managers on work activities that comply with the requirements of each employment category.

Specific task or project

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.

Comments and guidance
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 a School is considering offering teaching and associated duties through a fixed-term contract, the new 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.

Relationship to Categories Removed from 2011 Enterprise Agreement

With the removal of some 2011 Enterprise Agreement categories, it is anticipated that the specific task or project category will be used to capture those types of activities undertaken by professional staff, particularly as the work activity would be for a limited duration. An illustrative example is set out below:
If you are unsure whether a work activity meets the specific task or project criteria, please contact the People, Talent and Culture for advice and guidance.

Research

Work activity by a person engaged on research only functions, or a person directly supporting such a person and funded by the same source (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) 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

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.

Comments and guidance

The intention of a replacement staff member contract is to backfill for an absent staff member and undertake the duties of this 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 defined as 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 a flexible work arrangement is agreed for family related purposes or a staff member returns from maternity leave, and in both cases a 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, 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.

This arrangement was agreed to by the University, NTEU and CPSU at the 2011 Enterprise Agreement Joint Consultative Forum on 24 August 2011.

While a contract can be offered for a period normally not in excess of two (2) years, this does not mean that a contract can’t be offered for a longer period than two (2) years, particularly 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.

Workforce planning contract

Where a full-time or a part-time staff member declares that it is his or her 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

A workforce planning contract is offered as a flexible work arrangement in accordance with the requirements of clause 36 of the Agreement and Pre-Separation Contract Guidelines which can
Graduate or traineeship

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

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. As part of the changes in the 2014 Enterprise Agreement, the University will implement strategies to recognise teaching as a distinct career pathway and flexibility in the employment of teaching academic staff is central to these strategies.

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; or
- Are enrolled as a student and the work required is generally related to a degree course that the student is undertaking.

A contract is to be not less than six (6) months and no more than three (3) years and a contract may be offered as full-time or part-time. No right to further employment exists at the conclusion of a contract but this does not preclude a further contract/s from being offered where a work need continues to exist. No severance pay is payable at the conclusion of a contract.

The 2014 Enterprise Agreement now enables a teaching workload to comprise of up to 80% for teaching and administration duties and a minimum of 20% for scholarship. Please refer to the Academic Workload Guidelines for details on the composition and allocation of teaching and related duties.

Comments and guidance

Relationship to Casual Employment

The 2014 Enterprise Agreement continues with the commitment to not employ more than 25% of the University's total academic workforce as casual staff. The eligibility criteria for the Teaching Academic category now provides greater flexibility for the University to provide work on a fixed-term employment basis that was previously undertaken by casuals. This flexibility enables Schools 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

Teaching Academic positions offered as a fixed-term contract are not restricted to existing UniSA staff (including casuals). The criteria outlined in the 2014 Enterprise Agreement restricts employment to:

*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. There is no minimum casual experience required; instead they only 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 first (to meet the criteria) and then within a short period a fixed-term contract is offered. 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 criteria 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 2014 Enterprise Agreement (e.g. 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. This will particularly apply to Practitioners-in-Residence and Industry Experts who under the 2011 Enterprise Agreement, would have been employed under the Recent Professional Practice category or as a casual.

This will also enable the UniSA College to employ a Teaching Academic if their experience criteria is different to other Schools (e.g. experience as a high school teacher).

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. The abovementioned examples provide a guide but there will be many different examples that emerge as the Teaching Academic category beds down across the University.

*Student Employment*

A fixed-term contract can be offered to a student provided they are enrolled and the work required is generally related to a degree course that the student is undertaking.
**Subsequent Contracts**

Whilst academic staff employed pursuant to the Teaching Academic fixed-term category do not have a right to further employment, nothing precludes Schools and Units from offering subsequent fixed-term contracts at the completion of a contract. It is important to note however that a series of consecutive contracts may give rise to expectations of ongoing employment.

In circumstances where a School or Unit wishes to offer a subsequent Teaching Academic contract, the staff member is likely to be eligible on the basis that they have relevant work experience for the work to be performed (assuming the subsequent contract is for the same or similar role). A staff member who was offered the first contract on the basis that they had casual academic employment experience is likely to no longer be able to meet that criteria given the twelve (12) month timeframe.

**Relationship to Categories Removed from 2011 Enterprise Agreement**

For teaching and related duties previously undertaken in those categories of the 2011 Enterprise Agreement which have now been removed, it is intended that those duties will now be covered by the Teaching Academic category. An illustrative example is set out below:

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**Appointment of Forty (40) Teaching Academics to Continuing Employment**

The University has committed to appoint forty (40) Teaching Academic staff employed on a fixed-term contract to continuing employment by the expiry of the 2014 Enterprise Agreement (i.e. by 9 June 2018).

Appointment to continuing employment can be on a full-time or part-time basis at a classification level no less than Academic Level B Step 1.

Continuing Teaching Academic appointments that do not come from staff employed on a Teaching Academic fixed-term contract will not count towards the forty (40) commitment.

The Provost must authorise a conversion from fixed-term employment to continuing employment under the Vice Chancellor's Authorisations. As a guide, individuals should have had at least two (2) years of fixed-term employment as a Teaching Academic prior to being considered for continuing employment.
The People, Talent and Culture (Central) will work with the Provost’s office to provide guidance and advice to Divisions regarding appointment processes and to ensure that appointments are made in accordance with the Enterprise Agreement commitment.

**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 but this does not preclude a further contract/s from being offered where a work need continues to exist. 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.

This category only applies to employment offered on or after 9 June 2014 and does not apply to existing professional staff employed on a continuing basis and classified at HEO10 and above. Arrangements and conditions in place with respect to those staff will continue to apply and be managed in accordance with the provisions of the 2014 Enterprise Agreement.

This provision does not apply to staff employed under the *Senior Staff Collective Agreement*.

**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 the 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 People, Talent and Culture (Manager: Workplace Strategy) 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 the People, Talent and Culture 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 of evidence of approval.
General conditions related to contracts offered under 2014 enterprise agreement

Contract templates

Clause 27 of the 2014 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 can be accessed at http://www.unisa.edu.au/hrm/hrtemplates/recruit/recruitment.asp.

Local HR representatives, managers and supervisors will also need to have regard to 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 (or Pro Vice Chancellor for Teaching Academics Level B or C). The approval matrix is summarised in Appendix B of the Recruitment and Selection – Good Practice Guide which can be accessed at http://w3.unisa.edu.au/recruitment/good_practice_guide.pdf, and the minimum qualifications for academic staff procedure at http://w3.unisa.edu.au/hrm/procedures/minimum_qualification_for_academic_staff.pdf.

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; or
- HEO10 and Above.

The notice period to be provided is based on years of service and is detailed in Table 1 of Attachment D 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
- Any Other Circumstance Mutually Agreed.

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 2014 Enterprise Agreement only provides a right to a further fixed-term contract for a staff member employed under the categories of Specific Task or Project or Research. A right exists to a further fixed-term contract only, not continuing employment. A right to further employment does not apply to any other fixed-term category.
A right to a further fixed-term contract applies in the following circumstances:

- 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); and

- Where a decision is made to continue with the position and the fixed-term staff member was merit selected into the position and has performed satisfactorily whilst in the position, the staff member will have a right to a further fixed-term contract.

If a manager or supervisor considers that a staff member has not performed satisfactorily, 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;
- Teaching Academic;
- HEO10 and Above; or
- Any Other Circumstance Mutually Agreed.

Nothing precludes the University from offering a further contract to a staff member in these instances, or from staff 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 or Research categories and only where all the following criteria are met:

- The staff member’s contract is not renewed; and
- There is no right to a further fixed-term contract; 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.

The severance pay scale is outlined in Table 2 of Attachment D.

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 or Research 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 scale in Table 2 of Attachment D. In these circumstances please obtain advice from the People, Talent and Culture.

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 School/Division.
### Fixed-term employment summary table – contracts offered under 2014 enterprise agreement

<table>
<thead>
<tr>
<th>Fixed-Term Category</th>
<th>Min Length</th>
<th>Max Length</th>
<th>Fraction</th>
<th>Contract Extension</th>
<th>End of Contract Entitlements</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Specific Task or Project</strong></td>
<td>No restriction</td>
<td>Duration of task or project</td>
<td>Flexible Up to 1.0FTE</td>
<td>Yes – further contract may be offered up to the duration of task or project.</td>
<td>Yes – requirement for University to offer a further fixed-term contract only – see note¹</td>
</tr>
<tr>
<td><strong>Research</strong></td>
<td>No restriction</td>
<td>Up to 5 years</td>
<td>Flexible Up to 1.0FTE</td>
<td>Yes – further contract may be offered up to 5 years max length</td>
<td>Yes – requirement for University to offer a further fixed-term contract only – see note¹</td>
</tr>
<tr>
<td><strong>Replacement Staff Member</strong></td>
<td>No restriction</td>
<td>Leave or Secondment</td>
<td>Flexible Up to 1.0FTE</td>
<td>Leave or Secondment</td>
<td>No requirement for University to offer further fixed-term employment</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Normally up to 2 years</td>
<td></td>
<td></td>
<td>No notice required</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Recruiting to Fill Vacant Position</td>
<td></td>
<td></td>
<td>No severance payable</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Until position is filled up to and including when new person takes up the role</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Workforce Planning Contract</strong></td>
<td>No restriction</td>
<td>Up to 5 years</td>
<td>Flexible Up to 1.0FTE</td>
<td>No — University pre-separation guidelines state that it is a single non-renewable contract</td>
<td>No requirement for University to offer further employment</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No notice required</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No severance is payable</td>
</tr>
<tr>
<td><strong>Graduate or Traineeship</strong></td>
<td>Graduate</td>
<td>Graduate</td>
<td>Flexible Up to 1.0FTE</td>
<td>No — a graduate would no longer be considered to be recent, and traineeship ceases at end of the traineeship contract</td>
<td>No requirement for University to offer further employment</td>
</tr>
<tr>
<td></td>
<td>No restriction</td>
<td>Up to 2 years</td>
<td></td>
<td></td>
<td>No notice required</td>
</tr>
<tr>
<td></td>
<td>Traineeship</td>
<td>Duration of the training program</td>
<td></td>
<td></td>
<td>No severance is payable</td>
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<tr>
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</tr>
<tr>
<td><strong>Teaching Academic</strong></td>
<td>6 months</td>
<td>3 years</td>
<td>Flexible Up to 1.0FTE</td>
<td>No requirement for University to offer further fixed-term employment</td>
<td>Yes – notice is required – see note²</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Yes — a further contract may be offered up to a maximum of 3 years</td>
<td>No severance is payable</td>
</tr>
<tr>
<td><strong>HEO10 and Above</strong></td>
<td>No restriction</td>
<td>Up to 5 years</td>
<td>Flexible Up to 1.0FTE</td>
<td>Yes — a further contract may be offered up to a maximum of 5 years</td>
<td>Yes – notice is required – see note²</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>No requirement for University to offer further fixed-term employment</td>
<td>No severance is payable</td>
</tr>
</tbody>
</table>

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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 Table 1 (Notice Period) of Attachment D.

³ Severance payable as per Table 2 (Severance Pay) in Attachment D.
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<th>Max Length</th>
<th>Fraction</th>
<th>Contract Extension</th>
<th>End of Contract Entitlements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Other Circumstance Mutually Agreed</td>
<td>As per agreement with relevant union/s</td>
<td>As per agreement with relevant union/s</td>
<td>As per agreement with relevant union/s</td>
<td>No requirement for University to offer further fixed-term employment</td>
<td>No notice required</td>
</tr>
</tbody>
</table>

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 Table 1 (Notice Period) of Attachment D.
3. Severance payable as per Table 2 (Severance Pay) in Attachment D.
Fixed-term employment offered under 2011 enterprise agreement

The 2011 Enterprise Agreement is no longer operational except in relation to certain conditions associated with existing fixed-term employment contracts made under that Agreement (e.g. contracts offered prior to 9 June 2014). For contracts made in these circumstances, notice periods, rights to further employment, and severance payments under the 2011 Enterprise Agreement will continue to apply at the end of the contract.

This section of the User Guide outlines the entitlements that apply at the conclusion of a contract made pursuant to the 2011 Enterprise Agreement, that continue to be legally binding on the University.

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 on expiry of contract, where staff are employed in one of the following categories:

- Specific Task or Project;
- Research;
- Recent Professional Practice;
- New Organisational Area;
- Disestablished Organisational Area;
- New or Discontinued Program;
- Sudden and Unanticipated Increase or Decrease in Enrolments;
- Early Career Development Fellowships; and
- Teaching Focussed Roles.

The notice period to be provided is based on years of service and is detailed in Table 1 of Attachment D.

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;
- Student Employment; and
- Apprenticeship or Traineeship.

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 2011 Enterprise Agreement provides a right to further employment for the staff member in certain circumstances, either through a further fixed-term contract or continuing employment. Which one applies will be dependent on several factors which are discussed below.

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. Where a decision is made to continue with the position and the fixed-term staff member was merit selected
into the position and has performed satisfactorily whilst in the position, the staff member may have a right to further employment depending on the fixed-term category under which they were employed.

If a manager or supervisor considers that a staff member has not performed satisfactorily, 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.

Right to a fixed-term contract only

If prior to the expiry of a fixed-term contract a decision is made to continue with the position which is occupied by a fixed-term staff member, the staff member has a right to a further fixed-term contract provided they have been merit selected and performed satisfactorily in the position and are employed under the following fixed-term categories:

- Specific Task or Project;
- Research;
- New Organisational Area (UniSA College Only – where a contract or a series of contracts are less than five (5) years in total);
- New or Discontinued Programs; or
- Sudden and Unanticipated Increase or Decrease in Enrolments.

Where a right exists to a further fixed-term contract based on the abovementioned criteria, the new contract must comply with one of the categories in the 2014 Enterprise Agreement. Where the expiring contract is for a Specific Task or Project or Research, these same categories exist in the 2014 Enterprise Agreement unchanged.

The New Organisational Area (UniSA College), New and Discontinued Programs and Sudden and Unanticipated Increase or Decrease in Enrolments categories have not been carried over into the 2014 Enterprise Agreement. The type of work that is carried out in these two (2) categories are most likely to fit into the Teaching Academic or Specific Task or Project categories in the 2014 Enterprise Agreement. Please refer to the comments on these two (2) categories in this User Guide, or if there is uncertainty about which category should apply, please contact the People, Talent and Culture for advice.

Right to continuing employment

If a staff member is occupying a position that is going to continue after the expiry of the staff member’s contract and the staff member has performed satisfactorily in the position, the staff member has a right to continuing employment at the end of their contract if they are employed in the following categories and meet the conditions attached to these:

- New Organisational Area (Except UniSA College)

Where the position or substantially the same position continues beyond the maximum contract period of three (3) years, the staff member, subject only to satisfactory performance, will be offered continuing employment in that position (or another agreed position) at the conclusion of the contract.

Should a position not be offered, then upon request of the staff member the University will make reasonable attempts to identify other employment opportunities within the organisation for three (3) months prior to the expiry of the contract. If no employment opportunities are found then a severance payment will be paid in accordance with the scale identified in Table 3 of Attachment D. The staff member then ceases employment.
A new organisational area means:

- A group of not less than three positions established in relation to a new organisational area or discipline not previously offered; or
- Another new function organised either in a new geographic location outside Adelaide or organised distinctly from existing Schools or Units and are not created from the merger or division of, or movement of work from an existing School or Unit.

- **New Organisational Area (UniSA College Only - where a contract or a series of contracts are five (5) years in total)**

  At the conclusion of a contract or series of contracts of five (5) years in total, should the position or substantially the same position continue, the incumbent shall, subject only to satisfactory performance and that the incumbent was employed in the relevant position through a competitive and open selection process, be offered continuing employment in that position (or another agreed position) at the conclusion of the contract period.

- **Disestablished Organisational Area**

  Should a decision to discontinue a work area be reversed or for any other reason the staff member's position or substantially same position continue beyond three (3) years, then subject to satisfactory performance, the staff member shall be offered that work on a continuing basis. Should a position not be offered, then upon request of the staff member the University will make reasonable attempts to identify other employment opportunities within the organisation for three (3) months prior to the expiry of the contract. If no employment opportunities are found then the staff member ceases employment. No severance payment is payable.

  A disestablished organisational area means a work area consisting of at least three (3) staff members which has been subject of a decision by the University to discontinue that work within 36 months.

- **Early Career Development Fellowships**

  If a decision is made to continue an Early Career Development Fellowship position at the conclusion of the staff member's contract (fixed 3 year period), the staff member will be offered continuing employment in another position subject to satisfactory performance.

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**No right to further employment**

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

- Replacement Staff Member;
- Recent Professional Practice;
- Workforce Planning;
- Student Employment;
- Apprenticeship or Traineeship; and
- Teaching Focussed Roles.

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. In these cases staff may be eligible for severance pay (see below).
Severance pay

Specific Task or Project or Research

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

- The staff member’s contract is not renewed; and
- There is no right to a further fixed-term contract or continuing employment; 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 of page 11 shall apply.

The severance pay scale is outlined in Table 2 of Attachment D.

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 one of the two (2) categories mentioned above 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 scale in Table 2 of Attachment D. In these circumstances please obtain advice from the People, Talent and Culture.

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 School/Division.

New Organisational Area (Except UniSA College)

Severance pay applies to staff employed under the “New Organisational Area – Except UniSA College” category. The circumstance/s under which severance pay applies is outlined on page 15. The severance pay scale is referred to in Table 3 of Attachment D.

New Organisational Area (UniSA College Only)

Where the University has made a decision to not continue with the position at the conclusion of a contract or series of contracts, the staff member will receive severance pay on cessation of employment in accordance with the severance pay scale in Table 3 of Attachment D. Please note that the severance pay scale is the same as that which applies to staff under the New Organisational Area – Except UniSA College category, however UniSA College staff receive an extra one (1) weeks’ pay for three (3) years of service and over.
Fixed-term employment offered prior to 2011 enterprise agreement

This section applies to staff employed on fixed-term contracts offered prior to 5 April 2011 (2011 Enterprise Agreement commencement) and expire after that date.

Rights to further employment and applicable severance payments are outlined in the flowchart in Attachment E.

Notice

If prior to the end of a contract a decision is made to discontinue a position, a fixed-term staff member is entitled to a period of notice in accordance with Table 1 in Attachment D.

Right to further employment

Academic and Professional staff

Where a decision is made to continue with the position and the fixed-term staff member was merit selected into the position and has performed satisfactorily whilst in the position, the staff member has a right to a further fixed-term contract. The criteria to demonstrate “satisfactory performance” are as outlined in the ‘Right to Further Employment’ section on page 11. Any new contract offered must comply with one of the employment categories in the 2014 Enterprise Agreement, otherwise fixed-term employment may not be appropriate. Advice should be obtained from your local HR representative or the People, Talent and Culture.

Document Services staff

The same criteria for academic and professional staff as outlined above apply.

Security and Grounds staff

No right to further employment exists for a staff member where a decision is made to either continue or discontinue a position. Staff may be eligible for a severance payment as outlined below.

Severance pay

Academic and Professional Staff

Severance is payable in accordance with the severance pay flowchart and scales outlined in Attachment E.

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 School/Division.

Document Services staff

Severance pay is payable where:
- Another person is employed to do the same or substantially similar work because the staff member has not been merit selected into the position and has not performed satisfactorily; or
- The position is discontinued.

Where one of the above situations applies, severance pay is determined in accordance with the scale in Table 2 of Attachment D.

Security and Grounds staff

Severance pay is payable in the following circumstances:

- The University decides to not renew the contract; and
- The staff member seeks to continue with employment; and
- The staff member is employed on a second or subsequent contract described as specific task or project and the duties are no longer required; or
- The staff member is employed on a second or subsequent contract described as specific task or project and the duties continue to be required but another person is appointed or to be appointed to undertake these duties.

If a fixed-term staff member is eligible to severance pay based on the above criteria, severance pay is determined in accordance with the scale in Table 2 of Attachment D.

Long Service Leave

Academic and Professional staff

Only in the case where severance pay is payable at the end of a contract, academic and professional staff with five (5) or more years continuous service shall be entitled to payment in lieu of long service leave at the rate of 9.1 calendar days per year of service.

Please note that the five (5) year service threshold only applies to contracts made under the 2006 Collective Agreement. For contracts offered under the 2011 Enterprise Agreement (e.g. on or after 5 April 2011) or 2014 Enterprise Agreement (e.g. on or after 9 June 2014), long service leave is only payable at the conclusion of a contract where an academic or professional staff member has seven (7) or more years continuous service.

Document Services, Security and Grounds staff

Where employment ceases at the conclusion of a contract, an entitlement to a payment in lieu of long service leave applies to staff who have completed seven (7) years continuous service.
Notice and severance pay entitlements
Contracts offered post April 2011

Notice

Table 1 – Notice Period

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 3 years</td>
<td>At least 2 weeks</td>
</tr>
<tr>
<td>3 years but less than 5 years</td>
<td>At least 3 weeks</td>
</tr>
<tr>
<td>5 years or over</td>
<td>At least 4 weeks</td>
</tr>
</tbody>
</table>

** Note that a staff member over the age of 45 years at the time of giving notice, with more than 2 years continuous service is entitled to an additional 1 week's notice in addition to the notice period in Table 1 **

Severance Pay

Table 2 – Severance Pay

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than 1 but less than 2 years</td>
<td>4 weeks' pay</td>
</tr>
<tr>
<td>2 years and up to the completion of 3 years</td>
<td>6 weeks' pay</td>
</tr>
<tr>
<td>3 years and up to the completion of 4 years</td>
<td>7 weeks' pay</td>
</tr>
<tr>
<td>4 years and over</td>
<td>8 weeks' pay</td>
</tr>
</tbody>
</table>

Table 3 – Severance Pay (New Organisational Area & UniSA College Only)

<table>
<thead>
<tr>
<th>Length of Continuous Service</th>
<th>Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 2 years</td>
<td>5 weeks' pay</td>
</tr>
<tr>
<td>2 years but less than 3 years</td>
<td>7 weeks' pay</td>
</tr>
<tr>
<td>3 years and over <strong>applicable to UniSA College only</strong></td>
<td>8 weeks' pay</td>
</tr>
</tbody>
</table>
Severance pay flowchart
Contracts offered prior to 2011 EA – academic & professional staff only

ATTACHMENT E