

## 16. MODE OF EMPLOYMENT

- 16.1 The University may employ a staff member on a continuing, fixed-term, sessional or casual basis. Employment may also be on the basis of part-year/seasonal or annualised hours employment in accordance with clause 19 and Schedule 4.
- 16.2 Upon engagement, the University will provide the staff member with an instrument of appointment which stipulates the type of employment and the terms of the engagement including:
- for continuing and fixed-term staff, the classification level and salary of the staff member on commencement of the employment, the hours or the fraction of full-time hours to be worked, and the length and terms of any probation;
  - for a fixed-term staff member, ~~what~~ the term of the employment and the circumstance(s) by reference to which the use of fixed-term contract for the type of employment (where applicable) has been decided for that employment, including specifying which element of clause 16.4 is in use and whether the position was obtained through a competitive selection process;
  - for fixed-term research-only staff members, the option to apply where eligible for employment on a Continuing (Contingent Funded) contract of employment under clause 17 of this Agreement;
  - for sessional and casual staff members, the duties required, the number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for;
  - other main conditions of employment including the documentary, or other recorded sources from which such conditions derive and the duties and reporting relationships to apply upon appointment can be ascertained.

### Continuing Employment

- 16.3 "Continuing employment" means full-time or fractional employment other than "fixed-term", "sessional" or "casual" employment.

### Fixed-term Employment

- 16.4 "Fixed-term employment" means 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 unsatisfactory performance or serious or wilful misconduct or where the work is no longer required to be undertaken in which case clause 47.26 and 48.8 would apply ~~or for cause based upon serious or wilful misconduct.~~

Without derogating from any entitlement under the staff member's contract, a fixed-term contract staff member will be entitled to all the benefits of a continuing staff member (other than any redundancy benefits) in the same classification of employment.

The use of fixed-term employment shall be 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.

- 16.4.1 Specific task or project

"Specific task or project" shall mean 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 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.

- 16.4.2 Research

"Research" means work activity by a person engaged on research only functions for a contract period not exceeding five years.

Provided that where a research grant or like revenue source supporting a particular period of research-only employment runs for a defined period of time, or is reasonably expected to do so, then unless there are other special or unusual circumstances, fixed-term appointments shall be for the whole of the period of the grant. The exception to this is if there is a genuine operational reason related to the required commencement or completion time of particular work on a research project, or the preference of the staff member. In this case, unless there are other special or unusual circumstances, fixed-term appointments shall be for the whole of the period the work is expected to be required.

#### 16.4.3 Replacement Employee

"Replacement Employee" means a staff member:

- (a) undertaking work activity replacing a full-time or part-time staff member for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded or transferred within or outside the University; or
- (b) performing the duties of:
  - a vacant position for which the University has made a definite decision to fill and has commenced recruitment action, until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable; or
  - 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; or
  - a staff member who has returned from a period of parental leave or other authorised leave and who wishes to be employed on a fractional basis for a defined period. The replacement fixed term staff member may be employed to cover the difference in hours arising from such an arrangement.

#### 16.4.4 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 years.

#### 16.4.5 Pre-Retirement Contract

Where a full-time or a part-time staff member declares that it is his/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 years. Fractional fixed-term contracts may be offered as provided by clause 31 of this Agreement.

#### 16.4.6 Student Employment

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 clauses 16.4.1-16.4.5, subject to:

- (a) the work being 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; and
- (b) such fixed-term contract employment shall 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
- (c) that an offer of fixed-term employment under this paragraph shall not be made on the condition that the person offered the employment undertake the studentship.

#### 16.4.7 New Organisational Area

A fixed-term contract may be offered in the case of employment in a new organisational area, for up to two years prior to or from the establishment of any such area. A further fixed-term contract of a maximum of 12 months may be offered subsequent to the initial contract.

For the purpose of this clause, ~~16.4.7~~ a new organisational area shall mean an identifiable work unit performing a function or functions or teaching a program or programs that have not been performed or taught previously and the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the unit.

Notwithstanding the foregoing, a new organisational area shall also include a unit or group as described above but where the new unit or group is to perform work which has been performed at the University before and where that work is now to be

performed at a location not less than 50km from any campus where it is presently being performed.

Where a fixed-term staff member employed in this circumstance is not offered further employment, he/she will receive on cessation of employment five weeks' severance pay for employment up to two years, and seven weeks' severance pay for employment between two and three years. This clause 16.4.7 will replace any entitlement to severance ~~any pay~~ elsewhere in this Agreement.

~~either: \_\_\_\_\_~~

- ~~\* \_\_\_\_\_ a group of three or more positions established in relation to a new area of academic work; or~~
- ~~\* a new staff member position organised in a new geographical location outside existing campuses; or~~
- ~~\* a new staff position organised distinctly from existing schools or centres and not created from the merger or division of or movement of work from an existing unit(s).~~

~~\_\_\_\_\_ A fixed term contract offered in the circumstances described in this clause 16.4.7 will be subject to the following conditions:~~

- ~~\_\_\_\_\_ (a) the letter of offer of employment includes an understanding that should the position or substantially the same position occupied by the staff member continue beyond the maximum contract period (three years) the staff member shall, subject only to satisfactory performance, be offered continuing employment in that position (or in another agreed position) at the conclusion of the contract period;~~
- ~~\_\_\_\_\_ (b) where a fixed term staff member employed in this circumstance is not offered further employment, he/she will receive on cessation of employment five weeks' severance pay for employment up to two years, and seven weeks' severance pay for employment between two and three years. This clause 16.4.7 will replace any entitlement to severance pay elsewhere in this Agreement.~~

#### 16.4.8 Disestablished Organisational Area

For the purposes of this clause, a disestablished organisational area shall mean an identifiable work unit performing a function or functions or teaching a program or programs the provision of which will cease within a reasonably certain time.

Where a final decision has been made to disestablish part or all of an organisational unit, staff may be employed on a fixed-term contract of length equivalent to the length of the phase-out of the unit.

Should the work continue at the end of the proposed phase-out time, the incumbent shall be offered the further work.

Where an organisational work area or part of an organisational work area consisting of 3 or more staff members has been the subject of a decision by the University to discontinue that work within 36 months a fixed term contract of employment may be offered to work in that area provided that:

- ~~\_\_\_\_\_ (a) the letter of offer of employment includes an undertaking that subject to satisfactory performance, should the decision to discontinue the work area be reversed, or should for any other reason that staff member's position or substantially the same position continue beyond a 36-month period, the staff member shall be offered that work on a continuing basis; and~~
- ~~\_\_\_\_\_ (b) should a position not be offered under clause 16.4.8(a) upon request by the staff member, the University will, for three months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.~~

#### 16.4.9 Early Career Development Fellowships

Where academic staff are appointed to Early Career Development Fellowships in accordance with clause 16.19 below.

#### 16.4.9 Convertible Tenure Track

A convertible tenure track employment contract is a fixed-term contract where the position is offered for a period of 3 or 5 years on the basis that the University will, at the expiration of the contract, convert the employment from fixed-term to continuing employment unless:

- (a) the staff member has not met, to the University's satisfaction, the performance expectations set by the University and communicated to the staff member in advance and/or from time to time during the contract consistent with the requirements of the position; or
- (b) there is insufficient productive work that the staff member could perform having regard to the nature of the staff member's classification, academic discipline and skills.

The University may extend the period of the fixed-term contract under this clause in accordance with any period of parental leave or other extended leave of absence.

Where the Head of School (or equivalent) intends not to offer conversion to continuing employment at the expiry of the fixed-term contract, they will refer the recommendation to the Dean (or equivalent) who will make a final determination on the recommendation, and in the case of the grounds specified in subparagraph (a) above will consider whether the performance expectations were:

- (a) communicated to the staff member in advance and/or from time to time during the employment; and
- (b) reasonable; and
- (c) met by the staff member.

The staff member will receive a copy of any recommendation by the Head of School at least 8 weeks prior to the expiry of their contract and will have an opportunity to comment on the recommendation before a final determination is made by the Dean (or equivalent).

Clause 58 of this Agreement (Probationary Employment Principles - Academic Staff) will not apply to a convertible tenure track contract staff member who has been converted to continuing employment.

#### 16.4.10 Measures to Provide Security of Employment

The effect of this clause shall not be to replace continuing positions with fixed-term positions. Fixed-term contracts under this clause may be offered for teaching and research and research-only work in accordance with the University's academic staff position descriptors and for work in accordance with the Professional Staff Position Classification Descriptors at the discretion of the University to provide security of employment where the work would otherwise be performed by casual staff. Such contracts may be offered, but will not be limited to early career academics, and may be offered for a period of no more than 5 years and no less than 12 months (unless otherwise provided for in this Agreement).

#### 16.4.11 Sudden and Unanticipated Rise in Student Enrolments

Where an academic unit experiences a sudden and unanticipated increase in enrolments, staff may be employed on a fixed-term contract of employment, in respect of that work. Fixed-term employment under this category may be used for up to 3 years from the date of the sudden and unanticipated increase in enrolments, and fixed-term position offered under this category may not be extended or renewed, may only be offered once and will be for a period of no more than 3 years and not less than one year.

#### 16.4.12 Externally Funded Contract Employment

"Externally Funded Contract Employment" means a period of employment which is provided for from identifiable funding external to the University, at a level greater than 50% of the costs of the position (including on-costs). The source of the external funding must be linked to the position.

External funding does not include part of an operating grant from the Government, nor is it funding comprised of payments of fees made by or on behalf of students.

### **Casual Employment (Professional Staff)**

- 16.5 A casual staff member is engaged by the hour and paid by the hour. Subject to clause 37.7, clause 38.108, clause 39, clause 40.10 and clause 40.19 and paragraph (b)(v) of Schedule 5, casual staff members are not entitled to paid leave of any kind.
- 16.6 A casual staff member will be paid the ordinary rate of pay plus an additional casual loading of 25%:

~~16.6.1 — 24% from the commencement of the first full pay period on or after the Operative Date of this Agreement; or~~

~~16.6.2 — 25% from the commencement of the first full pay period on or after the expiry of 12 months following the Operative Date of this Agreement.~~

- 16.7 A casual staff member will be paid for a minimum period of three hours for each engagement except for the following circumstances:
- (a) A person who is a student (including a postgraduate student) who is expected to attend the University on that day in his/her capacity as a student will have a minimum period of engagement of one hour. Without limiting the scope of this paragraph and for the purpose of this paragraph a student will be taken as being expected for attendance on any Monday to Friday during the main teaching weeks of the University, other than University holidays as set out in clause 41.
  - (b) A person with a primary occupation elsewhere will have a minimum period of engagement of one hour.
  - (c) In order to meet his/her personal circumstances, a casual staff member may request and the University may agree to an engagement for less than the minimum of three hours.
- 16.8 A casual staff member required to work shift work will receive either the casual loading or the appropriate shift penalty, whichever is the greater. Overtime is paid at the ordinary overtime penalty rate with casual loading, ie. (ordinary rate of pay x penalty rate) + (ordinary rate of pay x casual loading).
- 16.9 A casual staff member required to work on a University holiday as prescribed by clause 41 (including any day during the period of Christmas/New Year closedown period other than a Saturday or Sunday) will be paid casual loading on both her/his ordinary rate of pay and her/his holiday penalty rate as provided in clause ~~76~~54.9.
- 16.10 Payment for overtime worked by a casual staff member will be made no later than the pay day of the pay period immediately following the work cycle in which the overtime is worked.
- 16.11 The University will provide casual staff members with the facilities and resources appropriate to enable the fulfilment of their duties.

#### **Sessional Employment (Academic Staff only)**

- 16.12 "Sessional employment" means the casual employment of academic Teaching Associate staff who are appointed to undertake a single or specific number of sessions related to demonstrating, tutoring, lecturing, marking, supervision, academic research assistance, music accompanying with special educational service, undergraduate clinical nurse education or other required academic activity.
- 16.13 The University will provide Teaching Associate staff with the facilities and resources appropriate to enable the fulfilment of their duties.
- 16.14 The University will provide Teaching Associate staff with appropriate access to professional development opportunities, other than those staff employed on an occasional or ad hoc basis.
- 16.15 The University will provide Teaching Associate staff (other than those staff employed on an occasional and ad hoc basis) with library cards, out-of-hours access, e-mail accounts, network and intranet access, and inclusion in the University's telephone book and web directory on an equivalent basis as for other academic staff (including during non-teaching periods over the calendar year).
- 16.16 Teaching Associate staff will be eligible to apply for internally advertised University positions on an equivalent basis as for other academic staff.
- 16.17 Teaching Associate staff will be eligible to apply for internal funding opportunities, including grants and professional development funds, on an equivalent basis as for other academic staff.
- 16.18 The University will pay Teaching Associate staff for a half-day of induction at the "other required academic activity" rate except for Teaching Associate staff:
- (a) previously employed by the University; and/or
  - (b) already provided an equivalent paid induction of three hours or more by the University.

~~16.19 — Early Career Development Fellowships (ECDFs)~~

~~Over the life of this Agreement the University will establish and advertise 25 full-time Level A academic positions as ECDFs. An ECDF is a standard teaching and research or research-only academic position available for a fixed term of 24 months.~~

~~The field of applicants for an ECDF will be restricted to University Teaching Associate staff who have been:~~

- ~~(a) awarded a PhD and have performed sessional work for the University in 2 entire teaching periods over the past three years; or~~
- ~~(b) active candidates for their PhD for at least three years and have performed sessional work for the University in 3 entire teaching periods over the past three years.~~

~~Successful applicants will be selected from eligible candidates on academic merit, provided that at least three of the Fellowships will be reserved for offer to eligible Indigenous staff (who will be in addition to the minimum of 10 additional Indigenous staff members that the University's Aboriginal and Torres Strait Islander employment strategy will actively seek to appoint in accordance with clause 72(e) of this Agreement).~~

~~A staff member accepting an offer of an ECDF will be required to undertake the Graduate Certificate in Higher Education (unless already possessing an acceptable alternative qualification) and will be subject to assessment of satisfactory progress through the probation process and prior to the completion of the 12-month probation period.~~

~~The University will review this Fellowships scheme on expiry of this Agreement.~~

## **Fractional Employment**

16. ~~1920~~ In the case of a continuing or fixed-term fractional contract, the salaries, allowances and other entitlements under this Agreement applicable to an equivalent full-time staff member apply to the part-time staff member on a proportionate basis according to the fraction of time worked. A staff member employed on a fractional-time basis, will not by reason of being a fractional-time staff member be required to serve a longer period of service to qualify for any leave entitlements or be granted any lesser period of leave but will be paid pro rata for any such leave.