

3.1 Types of Employment

3.7.1 A Staff Member will normally be employed in the types of employment prescribed in this clause. There shall be no limit on the number or proportion of Staff Members that the University may employ in a particular type of employment.

Continuing Employment

3.7.2 “Continuing” employment means employment on a full or part time basis with no specified end date. Continuing employment is subject to termination by the resignation, retirement or death of a Staff Member; by abandonment of employment; by the position being declared redundant; or by the Staff Member’s employment being otherwise terminated by the University in accordance with relevant provisions of this Agreement.

Full-time Employment

3.7.3 For General Staff, full time employment means 70 ordinary hours per fortnight; for Academic Staff, full time employment means a nominal 70 ordinary hours per fortnight.

3.7.4 Full-time employment may be offered to a Staff Member on a continuing or fixed-term appointment.

Part-time Employment

3.7.5 Part-time employment means employment for less than the normal weekly ordinary hours specified for a full-time Staff Member in the same classification and for which all Agreement entitlements are paid on a pro rata basis calculated by reference to the fraction worked. Part-time employment may be offered to a Staff Member as a continuing or fixed-term appointment.

3.7.6 Where employment is to be part-time, the offer of employment made by the University will specify the fraction of ordinary hours of work for which employment is offered.

Job Sharing

3.7.7 Job sharing is a voluntary arrangement where two Staff Members, working part-time, share all the duties and responsibilities of a continuing or fixed-term full-time position.

Fixed-Term Employment

3.7.8 “Fixed-Term” employment means:

- (a) employment for a specified term or ascertainable period, for which the instrument of appointment will specify the starting and finishing dates; or
- (b) employment in connection with a specific task or project, which will terminate upon the occurrence of a specified contingency related to the task or project; or
- (c) a period of employment to teach NCELTR courses.

3.7.9 Fixed-term contracts may be terminated by the University:

- (a) during a probationary period in accordance with clause 3.6, (Probation), of this Agreement; or

- (b) where the Staff Member's position has become redundant because external funding essential to the employment ceases or the work is no longer required to be undertaken; or
- (c) for cause based on unsatisfactory performance or serious misconduct.

3.7.10 For the purpose of this clause, breaks between fixed-term appointments of up to three months in total in any 12 month period will not constitute breaks in Continuous Service.

Notice of Cessation or Re-offer of Fixed-Term Employment

3.7.11 Sub-clause 3.7.11 applies where a Staff Member has a fixed-term contract that commenced after this Agreement came into operation (whether or not the Staff Member was previously employed by the University on a fixed-term contract or otherwise).

A fixed term Staff Member may be offered a further contract of employment. Unless such an offer is made and accepted, or the Staff Member's employment is terminated earlier in accordance with clause 3.7.9, the Staff Member's employment will end on the specified end date or occurrence of the contingency specified in the contract of employment. Where the University makes a determination to continue a position with the same or substantially similar duties, or where there have only been inconsequential changes to the position, the Staff Member will be offered further employment in the position provided that:

- (a) he/she was initially appointed through an externally advertised competitive selection process; and
- (b) he/she is demonstrating satisfactory performance in all aspects of the position; and
- (c) in the case of substantially similar duties, the University is satisfied that he/she has the capacity to meet any new duties or competencies that may be required.

3.7.12 The University will provide to a fixed-term Staff Member a written notice (including by email) of 5 weeks of its intention to offer, or not to offer, further employment with the University upon the expiry of the contract except where:

- (a) the Staff Member is on a pre-retirement contract; or
- (b) the Staff Member is on a fixed-term contract of less than six months.

3.7.13 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 clause 3.7.12 above, it will be sufficient compliance with this clause if the University:

- (a) advises those circumstances to the Staff Member in writing at 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.

Conversion from Fixed-Term to Continuing Employment

3.7.14 A Staff Member on a fixed-term contract is eligible to apply to convert his or her employment to continuing employment in circumstances where the University has determined that continuing work of the same or substantially similar duties and requisite funding are available and:

- (a) the current contract is the second or subsequent consecutive fixed-term appointment for the Staff Member; or
- (b) the period of fixed-term employment has exceeded a continuous period of three (3) years;

and the following two requirements are met:

- (a) the Staff Member was originally appointed following a competitive merit based selection process; and
- (c) the performance of the Staff Member since appointment has been satisfactory.

3.7.15 The provisions of subclause 3.7.14 do not apply to fixed-term contracts for:

- (a) Academic positions at Level D or above;
- (b) General Staff positions above level 9; and
- (c) English language teaching positions at category 3 or above.

3.7.16 While the University will consider applications for conversion from fixed-term to continuing employment, approval will be at the discretion of the University.

Severance Pay for Fixed-Term Staff Member

3.7.17 Where a fixed-term Staff Member is terminated prior to the expiry of his or her fixed-term contract in accordance with sub clause 3.7.9(b), the University will pay the Staff Member the lesser of:

- (a) the salary which the Staff Member would have received if they had continued employment until the expiry of the fixed-term contract; or
- (b) the retrenchment benefit payable under subclause 6.2.17.

3.7.18 A fixed-term Staff Member whose contract of employment is not renewed at the expiry of the contract will be entitled to a severance payment in accordance with subclause 3.7.20 or 3.7.21 below, except where:

- (a) the Staff Member was employed on a first fixed-term contract where the position is of a type described in subclauses 3.7.20(a)-(c), unless a position with the same or substantially similar duties continues to be required but another person has been appointed, or is to be appointed, to that position; or
- (b) the Staff Member was replacing another Staff Member on leave or secondment from the workplace; or
- (c) the Staff Member was on a pre-retirement contract; or

(d) the position was a senior management position.

3.7.19 The University, in a particular case, may make an application to the AIRC to have the severance payment entitlement varied if it obtains acceptable alternative employment for the Staff Member.

3.7.20 Where a Staff Member is entitled to a severance payment in accordance with subclause 3.7.18 above, the following payments will apply where the position is:

- (a) funded from an identifiable source(s) external to the University that is not part of an operating grant from government or funding comprised of payments of fees made by or on behalf of students; or
- (b) a research only position; or
- (c) for a specific task or project.

Length of Continuous Service	Severance pay
Up to 1 year	0 weeks pay
1 year and up to the completion of 2 years	4 weeks pay
2 years and up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

3.7.21 Where a Staff Member is entitled to a severance payment in accordance with subclause 3.7.18 above, the following payments will apply for all other fixed-term positions other than those specified in subclause 3.7.20 above:

Length of Continuous Service	Severance pay
More than 1 year but less than 2 years	4 weeks' pays
2 years or more but less than 3 years	6 weeks' pay
3 years or more but less than 4 years	7 weeks' pay
4 years or more but less than 5 years	8 weeks' pay
5 years or more but less than 6 years	9 weeks' pay
6 years or more but less than 7 years	10 weeks' pay
7 years or more but less than 8 years	11 weeks' pay
8 years or more but less than 9 years	12 weeks' pay
9 years or more but less than 10 years	15 weeks' pay
10 years or more	20 weeks' pay

3.7.22 Where a fixed-term Staff Member with between five and ten years of Continuous Service is entitled to a severance payment, he or she will be entitled to a payment in lieu of long service leave calculated at the pro-rata rate of two months for ten years of Continuous Service.

- 3.7.23 Periods of continuing employment prior to commencing a fixed-term contract, casual employment or approved unpaid leave will not count as Continuous Service for the purposes of clauses 3.7.20 or 3.7.21, but will not constitute breaks in Continuous Service.
- 3.7.24 Where the University advises a Staff Member in writing that further employment may be offered within six weeks of the expiry of a period of fixed-term employment, the University may defer payment of severance benefits for a maximum period of four weeks from the expiry of the period of fixed-term employment.

Casual Employment

- 3.7.25 A Staff Member employed on a casual basis will be paid the applicable casual hourly salary rate provided for in Schedule 2 of this Agreement. The hourly rate includes a loading of 23% that is paid in compensation for the casual nature of the appointment and for all forms of leave (excluding long service leave) and any other relevant entitlements.
- 3.7.26 Notwithstanding the provisions of subclauses 3.7.27 to 3.7.32, a casual Staff Member will not have any expectation of continuing employment.

General Staff Casual Employment - Conversion Arrangements

- 3.7.27 A casual General Staff Member is eligible to apply for conversion to continuing or fixed-term employment, as appropriate if the Staff Member has been employed by the University on a regular and systematic basis in the same or a similar and identically classified position in the same work unit and either:
- (a) the employment was during the immediately preceding period of twelve months and in those immediately preceding twelve months the average weekly hours worked equalled at least 50 percent of the ordinary weekly hours of a full time Staff Member; or
 - (b) worked on a regular and systematic basis in the same work unit over the immediately preceding twenty four months.
- 3.7.28 For the purposes of this clause casual work performed by the Staff Member in another classification, job or work unit shall not:
- (a) affect the Staff Member's eligibility for conversion; nor
 - (b) be included in determining whether the Staff Member meets eligibility requirements.
- 3.7.29 The University will not unreasonably refuse an application for conversion. Reasonable grounds for refusal include but are not limited to the following:
- (a) the Staff Member is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required;
 - (b) the Staff Member is a genuine retiree;

- (c) the Staff Member is performing work which will either cease to be required or will be performed by a non-casual Staff Member, within twenty six (26) weeks from the date on which the application of conversion is made;
- (d) the Staff Member has a primary occupation with the University or elsewhere, either as a Staff Member or as a self-employed person;
- (e) the Staff Member does not meet the essential requirements of the position; or
- (f) the work subject to the application for conversion is ad hoc, intermittent, unpredictable or involves hours that are irregular.

3.7.30 While the University will consider applications for conversion from casual to fixed-term or continuing employment, approval will be at the discretion of the University. If the application is rejected, the University will provide written reasons for rejecting it.

3.7.31 Conversion may be to either a continuing appointment or to a fixed-term appointment. The offer of conversion will indicate the hours and pattern of work which, subject to due consideration of the University's operational requirements and the desirability of offering the Staff Member work which is as regular and continuous as is reasonably practicable, will be consistent with the Staff Member's casual engagement.

3.7.32 A Staff Member whose application for conversion is rejected will not be entitled to apply again within 12 months except where:

- (a) that rejection is solely based upon the ground set out in clause 3.7.29(c) above; and
- (b) that ground ceased to apply.

Seasonal Employment of General Staff

3.7.33 "Seasonal employment of General Staff" means employment offered on a continuing or fixed-term basis to work one or more periods or seasons in each calendar year.

3.7.34 During the periods of the calendar year that a seasonal Staff Member is not required to perform work, they will be deemed to be stood down without pay. Any such stand down period will not count as service for any purpose, although it will not break the continuity of service.

Conversion to Part-Time Employment for a Fixed Period

3.7.35 A Staff Member may apply to temporarily convert from full-time to part-time employment. Written applications at least three (3) months prior to the proposed date of conversion, should include the following information:

- (a) the fraction of the appointment proposed to be worked;
- (b) the duration of the proposed conversion to part-time employment which will be no longer than 3 years;
- (c) the reason for the application; and
- (d) a recommendation from the Supervisor.

- 3.7.36 At the conclusion of the period of part-time employment, the Staff Member shall resume their substantive full-time appointment.
- 3.7.37 While the University will consider applications for conversion to part-time employment for a fixed period, approval will be at the discretion of the University.