

IN THE FAIR WORK COMMISSION

Fair Work Act 2009

s. 156 – 4 yearly review of modern awards

4 yearly review of modern awards – Education Group (AM2015/6)

Higher Education – Academic Staff – Award 2010 (AM2014/229)

Higher Education – General Staff – Award 2010 (AM2014/230)

SUBMISSIONS IN SUPPORT OF PROPOSED VARIATIONS

1. These submissions are made in accordance with Direction 3 of the Amended Directions of Commissioner Johns issued on 18 January 2016.
2. The Australian Higher Education Industrial Association (AHEIA) is the employer organisation for the higher education industry. 31 of the 39 Australian public universities are members of AHEIA.
3. In these modern award review proceedings, AHEIA seeks the following variations to the *Higher Education – Academic Staff – Award 2010* (the AS Award) and the *Higher Education- General Staff – Award 2010* (the GS Award):
 - (i) To vary both the AS Award and the GS Award by making changes to the definitions of types of employment under the awards;
 - (ii) To vary both the AS Award and the GS Award to add a further category of fixed-term employment to those currently set out in the awards;
 - (iii) To vary both the AS Award and the GS Award to delete severance pay provisions on the expiry of fixed-term contracts;

(iv) To vary the AS Award so that industry-specific redundancy provisions will operate in respect of all employers to whom the award applies.

4. In accordance with previous Directions, AHEIA has also filed a list of variations sought (filed 2 March 2015) and subsequently text of proposed new or varied clauses (filed 2 October 2015). In the time since filing our material on 2 October 2015, we have had the benefit of discussion with other parties in this matter, in particular with the regard to the variations to the definitions of types of employment, and these have been useful in allowing us to reformulate our variation so that it properly overcomes the current conceptual confusion. The revised wording is at **Attachment A**. We have also, after further consideration, proposed alternative wording for the proposed new fixed-term employment category: the amendments are relatively minor.

Definitions of Types of Employment

5. We have proposed some minor variations to Clause 11 – Employment Categories – in the AS Award and Clause 10 – Contract of Employment – in the GS Award. The variations are proposed in order to overcome what we submit is conceptual confusion in regard to the description of types of employment as currently set out in the AS and GS Awards. The relevant clauses currently provide that employment may be full-time, part-time, fixed-term or casual. This is confusing and does not reflect the fact that fixed-term employment may be on either a full-time or part-time basis. This would be overcome by differentiating between full-time, part-time and casual employment, and providing that full-time and part-time employees may be employed either on a continuing or fixed-term basis, as our variation proposes.

6. The variation we propose also eliminates two current areas of duplication in the AS and GS Awards: the repetition of wording regarding probationary employment (AS Award 11.1, 11.2 and 11.3; GS Award 10.1, 10.2 and 10.3), and the repetition of wording regarding application of the fixed-term provisions (AS Award 10.2 and 12; GS Award 10 and 11).
7. The variation also moves the formulae for determining casual rates for academic staff (13.2 of the AS Award) to the section of the award that deals with rates of pay for casual academic staff (clause 18.2).
8. We submit that each element of the proposed variation as set out above will make the modern awards simpler and easier to understand, consistent with the modern awards objective.

Addition of a further category of fixed-term employment

9. The two higher education industry modern awards both provide that the employment of staff on a fixed-term basis is restricted to employment that comes within the description of particular circumstances set out at Clause 11.3 (a) to (f) of the AS Award and Clause 10.3 (a) to (f) of the GS Award.
10. We submit that the awards should both be varied to include a further category of fixed-term employment as follows:

(g) Where uncertainty exists as to future workforce requirements arising from a decision to undertake major organisational change or a formal review of a work area, or where work activity is being introduced or discontinued, or to cater for a sudden and unanticipated increase or decrease in student enrolments.

11. Universities have a clear operational need to be able to make fixed term appointments in the circumstances set out above. The modern awards in their current form do not permit such appointments.

The fixed term provisions in the modern awards have their origin in the full bench decision which resulted in the making of the *Higher Education Contract of Employment Award 1998* ("HECE Award"). The fixed term employment regime established by the full bench was a unique regime, and obviously untested at the time of its introduction. In the 18 years since the award was made it has become apparent that the categories permitted by the award are inadequate. This has been recognised in the enterprise bargaining process, in that the great majority of current enterprise agreements now permit fixed term appointments in the circumstances sought.

12. **Attachment B** comprises extracts from current enterprise agreements which permit appointments in these circumstances. The different formulations all demonstrate a consistent need across the sector for a category of this nature. Further, the evidence set out in the statement of Ms Chegwidde, the Director, Human Resources at the Australian Catholic University, gives an example of how such a clause works in practice, and why it is necessary, at one particular university.

Deletion of severance pay provisions upon expiry of fixed-term employment

13. An expiry of a fixed term contract is conceptually very different from a redundancy situation that involves an employer unilaterally ending an employee's employment for operational reasons. This is made very clear by section 123()(a) of the *Fair Work Act 2009* (Cth), which confines severance payments to redundancy situations and specifically excludes such payments on fixed term expiry. This legislative differentiation post dates the Full Bench

decision in the making of the HECE Award which aligned the two for severance pay purposes in the circumstances currently set out in the modern awards. This alignment should therefore now be removed.

14. The modern awards acknowledge the legitimacy of making fixed term appointments in specified circumstances, yet impose a financial burden on the employer in various of those circumstances. This makes no sense, particularly in the context of the legislative framework currently in force.
15. Further, the requirement to pay severance pay to fixed-term employees at the expiry of some contracts is contrary to the modern awards objective, in particular ss 134(1)(d) and (f) of the FW Act.

Industry specific redundancy provisions: *Higher Education – Academic Staff – Award 2010*

16. Clause 17 of the AS Award contains industry-specific redundancy provisions that provide for benefits that are significantly in excess of national standards. In summary these are:
 - (i) For employees choosing to accept redundancy
 - a. six months' notice or pay in lieu (17.5(b) and (c))
 - b. 2 weeks' salary per year of service to a maximum of 52 weeks (17.5(e)(i))
 - c. pro rata payment for long service leave (17.5(e)(ii))
 - (ii) For employees not choosing to accept redundancy
 - a. Notice of between 6 and 12 months, calculated according to age
 - b. Severance pay as provided for by the NES.

In addition, Clause 17.4 of the award provides that the periods of notice are extended by any period of sick leave to the extent of the employee's accumulated sick leave entitlement.

17. Clause 17.1(a) limits the operation of these provisions to any institution which was bound by the *Universities and Post Compulsory Academic Conditions Award 1999* [AP801516] at 12 September 2008. **Attachment C** is a list of those employers. The other employers to whom the AS award applies, who were not bound by the 1999 Award, include the University of Notre Dame, Bond University and the Batchelor Institute of Indigenous Education. By virtue of clauses 15 and 16 of the AS Award, these other employers are only obliged to provide notice and redundancy pay in accordance with the NES.
18. Clause 17 should therefore be deleted. It clearly imposes a significant regulatory burden on those employers to whom it applies by virtue of clause 17.1(a). That burden is not imposed on all employers to whom the AS Award applies, and this inequality should not be justified by the historical accident of who was covered by a pre-reform award at the time the AS Award was made.

Australian Higher Education Industrial Association

18 March 2016

IN THE FAIR WORK COMMISSION

Fair Work Act 2009

**s. 156 – 4 yearly review of modern awards – Education Group
(AM2015/6)**

Higher Education Industry – Academic Staff – Award 2010 (AM2014/229)

Higher Education Industry – General Staff – Award 2010 (AM2014/230)

WITNESS STATEMENT OF DIANA CHEGWIDDEN

1. My name is Diana Chegwidden and my business address is

. I am employed as the Director, Human Resources, at the Australian Catholic University (“**ACU**”) and have held this position since August 2008. From 2000 to 2008 I held the position of Manager, Planning, Remuneration and Systems, and reported to the Director, Human Resources. In total I have 25 years’ experience in human resources with ACU. I hold the qualification of Master of Commerce in Human Resource Management from the University of Western Sydney.

2. ACU is both a Catholic University and a public institution within the Australian higher education sector. ACU is an inclusive community which welcomes students and staff of all beliefs. The University shares with universities worldwide a commitment to quality in teaching, research and service. The University chooses to focus on areas of teaching and research that are closely connected with its particular character as a University that is, Catholic, public and national. The focus areas are Theology and Philosophy, Health, Education and, the Common Good and Social Justice. ACU has over 2,000 staff supporting more than 30,000 students across seven campuses – Adelaide, Ballarat, Brisbane, Canberra, Melbourne, North Sydney and Strathfield.

3. Clause 6.7.2 of the *Australian Catholic University Staff Enterprise Agreement 2013-2017* [AG2014/3820] (“**the EA**”) limits the employment of staff on a fixed-term basis to work activity that falls within specified categories set out in that clause. For the most part, these categories reflect those set out in the relevant modern awards, which had their origin in the “HECE Award”, however there are some additional categories in the EA. These additional categories include those set out in clause 6.7.2.3(vii) and (viii) and are in the following terms:

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 subsequent to the initial contract.

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.

These categories were included for the first time in the previous enterprise agreement applying at ACU, the *Australian Catholic University Staff Enterprise Agreement 2010-2013*. The enterprise agreement in place prior to that date did not restrict fixed-term employment to particular categories. This was because there was a Federal Government program in place, introduced in around 2005, called the “Higher Education Workforce Reform Requirements” (“**HEWRRs**”), which had the effect of putting a significant amount of public funding at risk for universities who had enterprise agreements in place that contained certain restrictions or inflexibilities, including limitations on fixed-term employment. When the HEWRRs were repealed by the Rudd/Gillard government, universities, including ACU,

agreed to include the "HECE Award" categories in the next round of enterprise agreements. In negotiations for the 2010 EA, ACU also sought the addition of a further category of fixed-term employment which would more flexibly meet the needs of an expanding University with a change agenda and strategy for new products and initiatives.

New organisational unit

4. As acknowledged by clause 6.7.2.3(vii), where a university establishes a new organisational area there are often specific commencement activities that need to be undertaken, and in addition it is often unclear whether the new area will continue.

5. A new organisational area or unit is often established following a change management process undertaken pursuant to the provisions of the EA. Such processes may result in a decision to, for example:
 - create a new Directorate, and / or sub-unit
 - commence the exploratory stage of a an initiative where it is unclear whether that initiative will be required into the long term future
 - introduce Schools, disciplines or courses whose long term viability is uncertain (this can include circumstances in which the course, etc, may be viable at one campus but not others).

6. There has been significant change both within the university and in the external environment over the past five to eight years. The University has grown substantially, and many new organisational units have been established. These include academic units such as the School of Allied Health and the School of Physiotherapy, and non-academic units such as the Centre for Executive Education. The New Organisational Unit fixed-term reason has

been used on 65 occasions, 12 relating to academic staff and 53 relating to professional staff. **Attachment A** is a spreadsheet showing each of the occasions on which an appointment has been made under the fixed-term categories in Clause 6.7.2.3(vii) and (viii). As some of these staff have been employed on more than one contract, the actual numbers of persons employed on such contracts are 8 members of academic staff and 42 members of professional staff.

7. New organisational units may also result when a university entity merges with an external body. This happened, for example, when the Catholic Church Endowment Society merged with ACU. The terms of engagement for the placement of Theological education has an identified term that provides for earlier termination and/or review for extension by the Archdiocese.

Disbanded organisational units

8. Reviews and restructures undertaken under the change management process in the EA may also result in a decision to discontinue the teaching of a program and/or to close a unit. Where this occurs, it is necessary to have sufficient staff available to “teach out” the students who are affected by this decision. A recent example of where this occurred was a review of Academic Programs in the then Faculty of Arts and Sciences undertaken in 2012, which resulted in a decision that ACU would no longer offer courses in Italian or Japanese. More recently, decisions have been made to cease offering Leisure Studies and Music at some ACU campuses.

Changes in the external environment

9. Like all Australian Universities, ACU has been affected by the move to the demand-driven system of student enrolment, which the previous Federal Government introduced in 2012.

The demand-driven system has made universities much more “market dependent”: demand for a particular course offered by a university may be subject to sudden and significant increases or decreases. Universities require the flexibility to respond to these sudden changes, and this includes the need for industrial instruments applying at universities having appropriate provisions that recognise this reality.

10. In the absence of being able to offer a fixed-term contract in the circumstances described above, ACU would be likely to engage staff in new organisational units either as casual professional staff, or as sessional academic staff, or explore other flexible alternatives such as an employment agency.

11. In relation to discontinued work, the university requires the flexibility to engage staff on a fixed-term basis because in these circumstances the University only requires the employee’s services for a limited period of time. The particular expertise of an academic staff member may be quite specific to the discipline area concerned: for example, teaching Japanese. The processes in University enterprise agreements for Change Management and Consultation, in particular the requirement to consider suitable alternative employment, are not flexible enough to accommodate change of this nature.

Diana Chegwidden

18 March 2016

Attachment A

Employee ID	Employee Name	Employee Category	Academic/Professional	Work Area	Position Title	FTE	Commencement	Expiry Date	Appointment Reason	Long Description	Employee Department	Employee Organisational Area	Description	Appointment Via	Appointment Due to
42367	[REDACTED]	Professional		Corporate Development Manager	1.00	28/01/2013	28/01/2015	Fixed Term Full Time New Organisational Unit	Centre Professional Exec Educa	Centre Professional Exec Edu	Centre Professional Exec Edu	Centre Professional Exec Edu	Direct Appointment		
42368	[REDACTED]	Professional		Corporate Development Manager	1.00	29/01/2015	31/07/2015	Fixed Term Full Time New Organisational Unit	Centre Professional Exec Educa	Centre Professional Exec Educa	Centre Professional Exec Edu	Centre Professional Exec Edu	Direct Appointment		
42377	[REDACTED]	Professional		Senior Consultant	1.00	26/02/2015	26/08/2015	Fixed Term Full Time New Organisational Unit	Centre Professional Exec Educa	Centre Professional Exec Educa	Centre Professional Exec Edu	Centre Professional Exec Edu	Direct Appointment		
42377	[REDACTED]	Professional		Postgraduate Product Manager	1.00	25/02/2013	23/08/2013	Fixed Term Full Time New Organisational Unit	Centre Professional Exec Educa	Centre Professional Exec Educa	Centre Professional Exec Edu	Centre Professional Exec Edu	Direct Appointment		
42390	[REDACTED]	Professional		Associate Director, Executive Education	1.00	11/01/2016	11/01/2018	Fixed Term Full Time New Organisational Unit	Centre Professional Exec Educa	Centre Professional Exec Educa	Centre Professional Exec Edu	Centre Professional Exec Edu	Recruitment - External	New Position	
42412	[REDACTED]	Professional		Director, Student Recruitment & External Relations	1.00	1/01/2014	2/03/2014	Fixed Term Full Time New Organisational Unit	Office of COO	Office of COO	Office of COO	Office of COO	Direct Appointment	Change Management Process	
42418	[REDACTED]	Professional		Director, Student Recruitment & External Relations	1.00	8/10/2013	31/12/2013	Fixed Term Full Time New Organisational Unit	Office of COO	Office of COO	Office of COO	Office of COO	Direct Appointment	Change Management Process	
42402	[REDACTED]	Professional		Senior Administrative Officer	1.00	1/02/2016	31/12/2017	Fixed Term Full Time New Organisational Unit	Institute for Rel, Pol & Soc	Institute for Rel, Pol & Soc	Faculty of Education and Arts	Faculty of Education and Arts	Recruitment - External	New Position	
42398	[REDACTED]	Professional		Senior Administrative Officer	0.00	1/01/2014	1/07/2014	Fixed Term Full Time New Organisational Unit	Office ExecDean Education Arts	Office ExecDean Education Arts	Faculty of Education and Arts	Faculty of Education and Arts	Direct Appointment		
42353	[REDACTED]	Academic		Associate Lecturer, Early Childhood	1.00	1/06/2014	31/05/2016	Fixed Term Full Time New Organisational Unit	School of Education NSW/ACT NN	School of Education NSW/ACT NN	Faculty of Education and Arts	Faculty of Education and Arts	Direct Appointment		
42400	[REDACTED]	Professional		Research Visualiser	0.60	1/07/2014	6/12/2015	Fixed Term Full Time New Organisational Unit	Centre for Health & Soc Res	Centre for Health & Soc Res	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment	New Position	
42401	[REDACTED]	Professional		Research Officer	0.80	22/09/2014	4/03/2015	Fixed Term Full Time New Organisational Unit	Centre for Health & Soc Res	Centre for Health & Soc Res	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment	New Position	
42403	[REDACTED]	Professional		Manager ACU Health Clinics	1.00	13/01/2014	2/10/2014	Fixed Term Full Time New Organisational Unit	Centre for PPP	Centre for PPP	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment	New Position	
42404	[REDACTED]	Professional		Health Clinic Receptionist / Medical Receptionist	1.00	17/11/2014	31/12/2015	Fixed Term Full Time New Organisational Unit	Centre for PPP	Centre for PPP	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment	New Position	
42407	[REDACTED]	Professional		Health Clinic Receptionist / Medical Receptionist	1.00	11/01/2016	23/12/2016	Fixed Term Full Time New Organisational Unit	Centre for PPP	Centre for PPP	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
42411	[REDACTED]	Professional		ACU Health Clinic Registered Nurse	1.00	27/04/2015	26/04/2016	Fixed Term Full Time New Organisational Unit	Centre for PPP	Centre for PPP	Faculty of Health Sciences	Faculty of Health Sciences	Recruitment - External	New Position	
60445	[REDACTED]	Professional		Manager ACU Health Clinics	0.50	3/10/2014	28/11/2014	Fixed Term Part Time New Organisational Unit	Centre for PPP	Centre for PPP	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
60447	[REDACTED]	Professional		Manager ACU Health Clinics	0.50	1/12/2014	24/12/2014	Fixed Term Part Time New Organisational Unit	Centre for PPP	Centre for PPP	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
60442	[REDACTED]	Professional		Executive Assistant / Research Assistant	0.40	30/06/2015	30/06/2016	Fixed Term Part Time New Organisational Unit	Centre for Prim Care & Prevent	Centre for Prim Care & Prevent	Faculty of Health Sciences	Faculty of Health Sciences	Recruitment - External	New Position	
60443	[REDACTED]	Professional		Administration Assistant	0.40	24/11/2015	22/11/2016	Fixed Term Part Time New Organisational Unit	Centre for the Heart and Mind	Centre for the Heart and Mind	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment	Vacated Position	
42356	[REDACTED]	Professional		Clinical Administrative Services Team Leader	1.00	28/01/2014	29/06/2014	Fixed Term Full Time New Organisational Unit	FHS Clinical Admin Services	FHS Clinical Admin Services	Faculty of Health Sciences	Faculty of Health Sciences	Recruitment - External	Vacated Position	
42377	[REDACTED]	Professional		Clinical Administrative Services Team Leader	1.00	3/06/2013	4/04/2014	Fixed Term Full Time New Organisational Unit	FHS Clinical Admin Services	FHS Clinical Admin Services	Faculty of Health Sciences	Faculty of Health Sciences	Recruitment - External		
42399	[REDACTED]	Professional		Clinical Administrative Services Team Leader	1.00	17/06/2013	13/12/2013	Fixed Term Full Time New Organisational Unit	FHS Clinical Admin Services	FHS Clinical Admin Services	Faculty of Health Sciences	Faculty of Health Sciences	Recruitment - External		
42403	[REDACTED]	Professional		Clinical Administrative Services Team Leader	1.00	17/06/2013	6/02/2014	Fixed Term Full Time New Organisational Unit	FHS Clinical Admin Services	FHS Clinical Admin Services	Faculty of Health Sciences	Faculty of Health Sciences	Recruitment - External		
42403	[REDACTED]	Professional		Clinical Administrative Services Team Leader	1.00	17/03/2014	29/03/2015	Fixed Term Full Time New Organisational Unit	FHS Clinical Admin Services	FHS Clinical Admin Services	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment	Vacated Position	
42401	[REDACTED]	Professional		Administrative Officer, Research Support	1.00	29/09/2014	20/02/2015	Fixed Term Full Time New Organisational Unit	Mary MacKillop Inst Health Res	Mary MacKillop Inst Health Res	Faculty of Health Sciences	Faculty of Health Sciences	Recruitment - External	New Position	
42402	[REDACTED]	Professional		Receptionist	1.00	1/01/2016	31/12/2016	Fixed Term Full Time New Organisational Unit	Mary MacKillop Inst Health Res	Mary MacKillop Inst Health Res	Faculty of Health Sciences	Faculty of Health Sciences	Recruitment - External		
42394	[REDACTED]	Professional		Administrative Officer to the Associate Dean (Research)	1.00	2/03/2014	31/03/2014	Fixed Term Full Time New Organisational Unit	Office ExecDean HealthSciences	Office ExecDean HealthSciences	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
60423	[REDACTED]	Academic		Lecturer in Occupational Therapy	0.40	7/02/2013	8/07/2013	Fixed Term Part Time New Organisational Unit	School of Allied Health	School of Allied Health	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
60423	[REDACTED]	Academic		Lecturer in Occupational Therapy	0.40	9/07/2013	12/07/2013	Fixed Term Part Time New Organisational Unit	School of Allied Health	School of Allied Health	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
60425	[REDACTED]	Academic		Lecturer in Public Health	0.50	5/05/2014	7/09/2014	Fixed Term Part Time New Organisational Unit	School of Allied Health	School of Allied Health	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment	New Position	
60427	[REDACTED]	Academic		Lecturer	1.00	24/09/2013	24/02/2014	Fixed Term Part Time New Organisational Unit	School of Allied Health	School of Allied Health	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment	New Position	
60427	[REDACTED]	Academic		Lecturer	0.80	25/02/2014	4/07/2014	Fixed Term Part Time New Organisational Unit	School of Allied Health	School of Allied Health	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
60429	[REDACTED]	Academic		Lecturer	0.30	7/07/2014	5/12/2014	Fixed Term Part Time New Organisational Unit	School of Allied Health	School of Allied Health	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
60429	[REDACTED]	Academic		Lecturer	0.30	6/12/2014	19/12/2014	Fixed Term Part Time New Organisational Unit	School of Allied Health	School of Allied Health	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
60431	[REDACTED]	Professional		Administrative Officer	0.60	19/02/2013	11/04/2013	Fixed Term Part Time New Organisational Unit	School of Allied Health	School of Allied Health	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
60431	[REDACTED]	Professional		Administrative Officer	0.60	16/04/2013	28/04/2013	Fixed Term Part Time New Organisational Unit	School of Allied Health	School of Allied Health	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
60442	[REDACTED]	Professional		Technical Assistant	0.60	24/02/2014	19/12/2014	Fixed Term Part Time New Organisational Unit	School of Allied Health	School of Allied Health	Faculty of Health Sciences	Faculty of Health Sciences	Recruitment - External	New Position	
60442	[REDACTED]	Professional		Technical Assistant	0.60	22/12/2014	27/02/2015	Fixed Term Part Time New Organisational Unit	School of Allied Health	School of Allied Health	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
60442	[REDACTED]	Professional		Team Leader	0.50	2/04/2012	28/09/2012	Fixed Term Part Time New Organisational Unit	School of Allied Health	School of Allied Health	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
60442	[REDACTED]	Professional		Technical Assistant/Laboratory Technician	0.60	10/07/2013	6/12/2013	Fixed Term Part Time New Organisational Unit	School of Allied Health	School of Allied Health	Faculty of Health Sciences	Faculty of Health Sciences	Recruitment - External		
60444	[REDACTED]	Professional		Administrative Officer	0.40	22/12/2014	18/12/2015	Fixed Term Part Time New Organisational Unit	School of NM&P QLD	School of NM&P QLD	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
60444	[REDACTED]	Professional		Clinical Administrative Officer	0.40	1/01/2014	30/04/2014	Fixed Term Part Time New Organisational Unit	School of NM&P QLD	School of NM&P QLD	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment		
60447	[REDACTED]	Professional		Research Assistant	0.40	31/08/2015	13/12/2015	Fixed Term Part Time New Organisational Unit	School of NM&P QLD	School of NM&P QLD	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment	New Position	
42354	[REDACTED]	Academic		Senior Lecturer in Science	1.00	23/11/2015	22/11/2016	Fixed Term Full Time New Organisational Unit	School of Science NSW	School of Science NSW	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment	New Position	
42379	[REDACTED]	Professional		Technical Officer	1.00	17/02/2014	13/02/2015	Fixed Term Full Time New Organisational Unit	School of Science NSW	School of Science NSW	Faculty of Health Sciences	Faculty of Health Sciences	Direct Appointment	New Position	
42356	[REDACTED]	Academic		Associate Lecturer	1.00	5/11/2012	23/05/2013	Fixed Term Full Time New Organisational Unit	Office Exec Dean Law	Office Exec Dean Law	Faculty of Law	Faculty of Law	Direct Appointment		
60425	[REDACTED]	Academic		Professor of Law	0.20	1/08/2012	5/07/2013	Fixed Term Part Time New Organisational Unit	Office Exec Dean Law	Office Exec Dean Law	Faculty of Law	Faculty of Law	Direct Appointment		
42391	[REDACTED]	Professional		Faculty Marketing Manager, Law	1.00	30/07/2012	29/07/2013	Fixed Term Full Time New Organisational Unit	Thomas More Law School Nat	Thomas More Law School Nat	Faculty of Law and Business	Faculty of Law and Business	Direct Appointment		
42391	[REDACTED]	Professional		Faculty Marketing Manager, Law	1.00	30/07/2013	31/12/2013	Fixed Term Full Time New Organisational Unit	Thomas More Law School Nat	Thomas More Law School Nat	Faculty of Law and Business	Faculty of Law and Business	Direct Appointment		
60423	[REDACTED]	Academic		Lecturer	0.60	29/01/2015	31/01/2016	Fixed Term Part Time New Organisational Unit	Thomas More Law School NSW	Thomas More Law School NSW	Faculty of Law and Business	Faculty of Law and Business	Direct Appointment	Vacated Position	
60442	[REDACTED]	Professional		Administrative Assistant	0.69	11/09/2013	3/11/2013	Fixed Term Part Time New Organisational Unit	Office of the General Counsel	Office of the General Counsel	General Counsel	General Counsel	Direct Appointment		
42388	[REDACTED]	Professional		Campus Life Officer	1.00	29/11/2014	31/12/2014	Fixed Term Full Time New Organisational Unit	Student Enrichment	Student Enrichment	Office of Student Success	Office of Student Success	Direct Appointment		
42365	[REDACTED]	Professional		Corporate Development Manager	1.00	6/02/2013	1/03/2013	Fixed Term Full Time New Organisational Unit	Office of Provost	Office of Provost	Provost / DVC Academic	Provost / DVC Academic	Direct Appointment		
42367	[REDACTED]	Professional		Marketing and Business Development Manager	1.00	27/02/2013	7/02/2014	Fixed Term Full Time New Organisational Unit	Office of Provost	Office of Provost	Provost / DVC Academic	Provost / DVC Academic	Direct Appointment		
42367	[REDACTED]	Professional		Executive Officer to Director, Centre for Professional and	1.00	7/01/2013	3/06/2013	Fixed Term Full Time New Organisational Unit	Office of Provost	Office of Provost	Provost / DVC Academic	Provost / DVC Academic	Direct Appointment		
42377	[REDACTED]	Professional		Corporate Development Manager	1.00	7/01/2014	2/01/2015	Fixed Term Full Time New Organisational Unit	Office of Provost	Office of Provost	Provost / DVC Academic	Provost / DVC Academic	Direct Appointment	Vacated Position	
60442	[REDACTED]	Professional		Project Officer	0.50	20/12/2014	19/04/2015	Fixed Term Part Time New Organisational Unit	Office of Academic Registrar	Office of Academic Registrar	Student Administration	Student Administration	Direct Appointment		
42398	[REDACTED]	Professional		Administrative Services Officer	1.00	25/03/2013	19/10/2014	Fixed Term Full Time New Organisational Unit	Residential Services	Residential Services	Student Engagement & Services	Student Engagement & Services	Recruitment - External		
42395	[REDACTED]	Professional		Sports, Health and Wellbeing Officer	1.00	7/01/2013	12/12/2013	Fixed Term Full Time New Organisational Unit	Sports, Health and Wellbeing	Sports, Health and Wellbeing	Student Engagement & Services	Student Engagement & Services	Direct Appointment		
42379	[REDACTED]	Professional		Sports Activity Officer	1.00	7/04/2014	6/03/2016	Fixed Term Full Time New Organisational Unit	Student Engagement & Services	Student Engagement & Services	Student Engagement & Services	Student Engagement & Services	Recruitment - External	New Position	
42399	[REDACTED]	Professional		Sports Activity Officer	1.00	14/04/2014	27/03/2016	Fixed Term Full Time New Organisational Unit	Student Engagement & Services	Student Engagement & Services	Student Engagement & Services	Student Engagement & Services	Recruitment - External		
42404	[REDACTED]	Professional		Sports Activity Officer	1.00	7/04/2014	6/03/2016	Fixed Term Full Time New Organisational Unit	Student Engagement & Services	Student Engagement & Services	Student Engagement & Services	Student Engagement & Services	Recruitment - External	New Position	
42398	[REDACTED]	Professional		Senior Administrative Officer	1.00	5/05/2014	31/12/2015	Fixed Term Full Time New Organisational Unit	Unattached from a Position	Unattached from a Position	Unattached from a Position	Unattached from a Position	Direct Appointment	Change Management Process	
42367	[REDACTED]	Professional		Executive Officer	1.00	27/09/2012	24/04/2013	Fixed Term Full Time New Organisational Unit	Office of the Vice-Chancellor	Office of the Vice-Chancellor	Vice-Chancellor	Vice-Chancellor	Direct Appointment		

Attachment A

Academic Staff Award

10. Employment

10.1 All employees shall be employed in either a full-time, part-time or casual basis in accordance with this clause and clauses 11 below. Full-time and part-time employees shall be employed on either a continuing or fixed-term basis.

10.2 Continuing and fixed-term contracts may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. As a condition incidental to employment on probation, an employee must be advised of, and given an opportunity to make response to, any adverse material about the employee which the employer intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

Any second or subsequent fixed-term contract with the same employer must not contain a probationary period.

10.3 The restrictions on the use of fixed-term employment in Clause 11.5 only applies to those employers who were bound to the Higher Education Contract of Employment Award [AP784204] at the time of its making.

10.4 To avoid doubt, nothing in this award prevents an employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties. Nothing in this award limits the number or proportion of employees that an employer may employ in a particular type of employment.

11. Employment categories

11.1 Full-time employees shall receive annual salaries as provided for in Clause [] of this award.

11.2 Part-time employees receive the relevant fraction of a full-time salary provided for by this award, for which all award entitlements are paid on a pro-rata basis calculated by reference to the time worked.

11.3 Casual employees are employed by the hour and paid on an hourly basis that includes a loading related to award-based benefits for which a casual employee is not eligible. A casual employee will be paid per hour $\frac{1}{38}$ th of the weekly base rate derived from the relevant classification plus a loading of 25%. The minimum salary paid to academic staff employed on a casual basis will be at the rates provided for in Clause 18.2.

11.4 Fixed-term employees shall be employed for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment (or instead 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 the employment will expire).

11.5 Use of fixed-term employment

The use of fixed-term employment must be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

(a) 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 employer, 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.

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

(c) Replacement employee means an employee:

(i) undertaking work activity replacing a full-time or part-time employee for a definable period for which the replaced employee is either on authorised leave of absence or is temporarily seconded away from their usual work area; or

(ii) performing the duties of:

- a vacant position for which the employer 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 employee is engaged for the vacant position or vacant higher duties position as applicable.

(d) 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.

(e) Pre-retirement contract

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

(f) 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:

(i) 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

(ii) 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.

12. Incidents of fixed-term contract of employment

Without derogating from any entitlement under the employee's contract or under an award provision applicable to the employee on account of the employee's continuous service, a fixed-term contract employee must be entitled to:

12.1 Incremental advancement

A fixed-term employee who has a period of continuous service in a classification must be entitled to progress through that structure in the same way as an employee engaged as a full-time or part-time employee in the same or similar classification.

12.2 Notice of cessation or revocation of employment upon expiry of the contract

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

(a) any entitlement to notice of the employer's intention to renew, or not to renew, employment with the employee upon the expiry of the contract; or

Period of continuous service	Period of Notice
Not more than 1 year	at least 1 week, or the equivalent of a full pay period, whichever is the greater
1 year but less than 3 years	at least 2 weeks, or the equivalent of a full pay period, whichever is the greater
3 years but less than 5 years	at least 3 weeks, or the equivalent of a full pay period, whichever is the greater
5 years or over	at least 4 weeks, or the equivalent of a full pay period, whichever is the greater

(b) In addition to this notice, an employee over the age of 45 years at the time of the giving of notice and with not less than two years continuous service will be entitled to an additional week's notice.

12.3 Where, because of circumstances relating to the provision of specific funding to support employment external to the employer and beyond its control, the employer is not reasonably able to give the notice required by this subclause, it will be sufficient compliance with this clause if the employer:

12.4 Award entitlements and calculation of continuous service

(a) A fixed-term employee will be entitled to the same award terms and conditions in respect to award matters as would apply to a full-time or part-time employee engaged in an equivalent classification and working an equivalent proportion of normal weekly ordinary hours for the classification.

(b) For the purpose of this award, 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.

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

12.5 Right of application

No employee employed on a fixed-term contract (other than an employee employed on a pre-retirement contract within the meaning of clause [11.3\(e\)](#)) will be prevented from making application to an employer, nor having their application for employment within the terms of this award considered, solely because the employee has previously been employed on a fixed-term contract by the same employer.

18. Classification of academic staff

Minimum standards for levels of academic staff, other than a casual, are set out in [Schedule A—Minimum Standards for Academic Levels \(MSAL\)](#). The levels are differentiated by level of complexity, degree of autonomy, leadership requirements of the position and level of achievement of the academic. The responsibilities of academic staff may vary according to the specific requirements of the employer to meet its objectives, to different discipline requirements and/or to individual staff development.

An academic appointed to a particular level may be assigned and may be expected to undertake responsibilities and functions of any level up to and including the level to which the academic is appointed or promoted. In addition, an academic may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of an institution's promotion processes.

MSAL will not be used as a basis for claims for reclassification.

18.1 Rates of pay

	Annual salary
	\$
Level A	
1	47,148

2	49,037
3	50,926
4	52,697
5	54,114
6*	55,649
7	57,186
8	58,720

*Any level A academic required to carry out full subject coordination duties as part of his or her normal duties or who upon appointment holds or during appointment gains a relevant doctoral qualification will be paid a salary no lower than this salary point.

Level B

1	61,083
2	62,855
3	64,626
4	66,401
5	68,171
6	69,944

Level C

1	71,715
2	73,487
3	75,259
4	77,031
5	78,803
6	80,575

Level D	
1	83,528
2	85,892
3	88,254
4	90,616
Level E	103,611

18.2 The following will apply to casual academics for work performed. These rates are derived from three base rates calculated using the following formulae:

(a) Lecturing and higher marking rate

The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference to the second step of the full-time Level B scale.

(b) Rate applicable to performance of other duties involving full-time subject coordination or possession of a relevant doctoral qualification

The base rate applicable where the duties include full subject coordination or where the academic possesses a relevant doctoral qualification is determined by reference to the sixth step of the full-time Level A scale.

(c) Rate applicable to all other duties

The base rate applicable to all other duties including tutoring rates not covered above is determined by reference to the second step of the full-time Level A scale.

	Per hour (including the casual loading)
	\$
Lecturing	
Basic lecture (1 hour of delivery and 2 hours of associated working	118.90

time)	
Developed lecture (1 hour of delivery and 3 hours associated working time)	158.55
Specialised lecture (1 hour of delivery and 4 hours associated working time)	198.18
Repeat lecture (1 hour of delivery and 1 hour associated working time)	79.26
Tutoring	
Tutorial (1 hour of delivery and 2 hours associated working time)	92.77
Repeat tutorial (1 hour of delivery and 1 hour associated working time)	61.84
Tutorial (1 hour of delivery and 2 hours associated working time) (where academic holds Doctorate)	105.29
Repeat tutorial (1 hour of delivery and 1 hour associated working time) (where academic holds Doctorate)	70.18
Musical accompanying	
Musical accompanying (1 hour of delivery and 1 hour preparation time)	61.84
Musical accompanying (1 hour of delivery and 1 hour preparation time) (where academic holds Doctorate)	70.18
Undergraduate clinical nurse education	
Little preparation required (1 hour of delivery and 0.5 hours associated working time)	46.39
Normal preparation time (1 hour of delivery and 1 hour associated working time)	61.84
Little preparation required (1 hour of delivery and 0.5 hours associated working time) (where academic holds Doctorate)	52.64
Normal preparation time (1 hour of delivery and 1 hour associated working time)	70.18

working time) (where academic holds Doctorate)

Marking rate

Standard marking	30.91
------------------	-------

Marking as a supervising examiner, or marking requiring a significant exercise of academic judgment appropriate to an academic at level B status	39.64
--	-------

Standard marking (where academic holds Doctorate)	35.10
---	-------

Marking as a supervising examiner, or marking requiring a significant exercise of academic judgment appropriate to an academic at level B status (where academic holds Doctorate)	39.64
---	-------

Other required academic activity

If academic does not hold doctoral qualification or perform full subject coordination duties	30.91
--	-------

If academic holds doctoral qualification or performs full subject coordination duties	35.10
---	-------

18.3 Professorial and clinical loadings

[18.3 varied by [PR998542](#) ppc 01Jul10]

(a) Any employer may pay loadings and differentials above the standard Level E salary to its teaching and research Level E academic staff.

(b) In determining the amount of the loading or differential to be paid under clause [18.3\(a\)](#), the employer will have regard to the loadings payable in clauses [18.3\(c\)](#) to [\(g\)](#).

(c) The clinical loading for a medically qualified full-time teaching and research Level B–E academic employed in a full clinical department in a medical school and responsible for patient care will be 43.9% of the annual salary for Level A-1 per annum.

(d) The clinical loading for a medically qualified full-time teaching and research Level B–E academic employed in a para-clinical department in a medical school will be 29.3% of the annual salary for Level A-1 per annum.

(e) The clinical loading for a medically qualified full-time teaching and research Level B–E academic employed in a pre-clinical department in a medical school will be 22% of the annual salary for Level A-1 per annum.

(f) Whether an academic is entitled to a full clinical loading rather than to a loading of 29.3% of the annual salary for Level A-1 or 22% of the annual salary for Level A-1 per annum should be determined by each employer in light of the nature and extent of the academic's patient-care responsibilities.

(g) The clinical loading for a dentally qualified full-time teaching and research Level B–E academic employed in a medical school or dental school in the teaching of medical or dental students will be 22% of the annual salary for Level A-1 per annum.

18.4 Payments and periods of leave

All clinical loadings and professorial merit differentials are superannuable and will be paid to an academic during periods of study leave, annual leave and long service leave.

General staff award

10. Contract of employment

All employees shall be employed on either a full-time, part-time or casual basis in accordance with this clause and clauses 11 and 12 below. Full-time and part-time employees shall be employed on either a continuing or fixed-term basis.

Continuing and fixed-term contracts may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. As a condition incidental to employment on probation, an employee must be advised of, and given an opportunity to make response to, any adverse material about the employee which the employer intends to take into account in a decision to terminate the employment upon or before the expiry of the period of probation.

Any second or subsequent fixed-term contract with the same employer must not contain a probationary period.

The restriction on the use of **fixed-term employment** only applies to those employers who were bound to the *Higher Education Contract of Employment Award 1998* [AP784204].

To avoid doubt, nothing in this award prevents an employee engaging in additional work as a casual employee in work unrelated to, or identifiably separate from, the employee's normal duties. Nothing in this award limits the number or proportion of employees that an employer may employ in a particular type of employment.

10.1 Full-time employees are engaged to work an average of 36.75 or 38 hours per week in accordance with clause 21 of this award.

10.2 Part-time employees are engaged for less than the normal weekly ordinary hours specified for a full-time employee, for which all award entitlements are paid on a pro rata basis calculated by reference to the time worked.

10.3 Casual employees are engaged by the hour and paid on an hourly basis that includes a loading related to award based benefits for which a casual employee is not eligible. The casual loading will be 25%.

10.4 Fixed-term employees are employed for a specified term or ascertainable period, for which the instrument of engagement will specify the starting and finishing dates of that employment, (or instead 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 the employment will expire).

The use of **fixed-term employment** must be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

(a) 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 employer, 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.

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

(c) Replacement employee means an employee:

(i) undertaking work activity replacing a full-time or part-time employee for a definable period for which the replaced employee is either on authorised leave of absence or is temporarily seconded away from their usual work area; or

(ii) performing the duties of:

- a vacant position for which the employer 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 employee is engaged for the vacant position or vacant higher duties position as applicable.

(d) Pre-retirement contract

Where a full-time or a part-time employee declares that it is their intention to retire, a fixed-term contract expiring on or around the relevant retirement

date may be adopted as the appropriate type of employment for a period of up to five years.

(e) Fixed-term contract employment subsidiary to studentship

Where a person is enrolled as a student, fixed-term contract employment 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:

(i) 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

(ii) that 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.

11. Incidents of fixed-term contract of employment

Without derogating from any entitlement under the employee's contract or under an award provision applicable to the employee on account of the employee's continuous service, a fixed-term contract employee is entitled to benefits specified in this clause.

11.1 Incremental advancement

A fixed-term employee who has a period of continuous service in a classification must be entitled to progress through that structure in the same way as an employee engaged as a full-time employee in the same or similar classification.

11.2 Notice of cessation or revocation of employment upon expiry of the contract

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

(a) any entitlement to notice of the employer's intention to renew, or not to renew, employment with the employee upon the expiry of the contract: or

Period of continuous service	Period of notice
Not more than 1 year	at least 1 week, or the equivalent of a full pay period, whichever is the greater
1 year but less than 3 years	at least 2 weeks, or the equivalent of a full pay period, whichever is the greater
3 years but less than 5 years	at least 3 weeks, or the equivalent of a full pay period, whichever is the greater
5 years or over	at least 4 weeks, or the equivalent of a full pay period, whichever is the greater

(b) In addition to this notice, an employee over the age of 45 years at the time of the giving of notice and with not less than two years continuous service will be entitled to an additional week's notice.

11.3 Where, because of circumstances relating to the provision of specific funding to support employment external to the employer and beyond its control, the employer is not reasonably able to give the notice required by this clause, it will be sufficient compliance with this clause if the employer:

(a) advises those circumstances to the employee in writing by the latest time at which the notice would otherwise be required to be given; and

(b) gives notice to the employee at the earliest practicable date thereafter.

11.4 Award entitlements and calculation of continuous service

(a) A fixed-term employee will be entitled to the same award terms and conditions in respect to award matters as would apply to a full-time or part-time employee engaged in an equivalent classification and working an equivalent proportion of normal weekly ordinary hours for the classification.

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

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

11.5 Right of application for full-time or part-time employment

No employee employed on a fixed-term contract (other than an employee employed on a pre-retirement contract within the meaning of clause 10.3(d)) will be prevented from making application to an employer, nor having their application for employment within the terms of this award considered, solely because the employee has previously been employed on a fixed-term contract by the same employer.

12. Conditions of casual employment

12.1 Minimum period of engagement for casual staff

The minimum period of engagement for a casual employee will be as follows:

(i) employees who are students (including postgraduate students) who are expected to attend the university on that day in their capacity as students will have a minimum engagement period of one hour;

(ii) 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 public holidays as applied at the relevant university;

(iii) employees with a primary occupation elsewhere (or with the employer) have a minimum period of engagement of one hour; and

(iv) all other casuals must have a minimum period of engagement of three hours.

12.2 Casual conversion

(a) General

(i) An employee must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause.

(ii) Upon appointment, the employer must advise a casual employee that, after serving qualifying periods, see clause 12.2(b), casual employees may have a right to apply for conversion and a copy of the conversion provisions of this award will be made available to such employees.

(iii) The employer must also take reasonable steps from time to time to inform casual employees of the conversion provisions of this award.

(iv) An eligible casual employee may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of this award.

(b) Eligibility for conversion

(i) To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:

- over the immediately preceding period of 12 months and in those immediately preceding 12 months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or
- over the immediately preceding period of at least 24 months.

(ii) For the purposes of this clause occasional and short-term work performed by the employee in another classification, job or department must not:

- affect the employee's eligibility for conversion;
- be included in determining whether the employee meets or does not meet the eligibility requirements.

(c) Application for conversion

The employer will not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

(i) the employee is a student, or has recently been a student, other than where their status as a student is irrelevant to their engagement and the work required;

(ii) the employee is a genuine retiree;

(iii) the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);

(iv) the employee has a primary occupation with the employer or elsewhere, either as an employee or as a self-employed person;

(v) the employee does not meet the essential requirements of the position;
or

(vi) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

(d) Offer of non-casual employment

(i) The employer must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the employer rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the employee will be offered a non-casual position.

(ii) 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 employer's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, will be consistent with the employee's casual engagement. The conversion offer will also constitute (and include such other details as are required for) an instrument of engagement under the award.

(iii) Employees converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlements except for:

- long service leave, if, at the time of conversion, the employer provides casual employees with an entitlement to long service leave. In such a case casual service with the employing institution would count for the purposes of any qualifying period for long service leave, but would not give rise to any paid leave entitlement in respect of that casual service, except where institutions, at the time of making this award, pay long service leave to casuals in relation to their casual service; and
- any applicable unpaid parental leave.

(e) Further applications

An employee whose application for conversion is rejected will not be entitled to apply again within 12 months except where:

- (i) that rejection is solely based upon the ground set out in 12.3(c)(iii); and
- (ii) that ground ceased to apply.

Australian Catholic University Staff Enterprise Agreement 2013 -2017

6.7 EMPLOYMENT CATEGORIES

[...]

6.7.2.3 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:

[...]

(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 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.

[...]

The Australian National University Enterprise Agreement 2013-2016

14. FIXED TERM EMPLOYMENT

14.2. The use of fixed-term employment is limited to the employment of a staff member engaged in work activities that come within the description of one or more of the following circumstances:

[...]

(c) new organisational arrangement where a professional staff member is employed for up to 12 months until the practicality of permanently filling the position is known dependent on the continuing operation of the area.

(d) Where an organisational work area has been the subject of a decision to be disestablished or reduced in size, and fixed term staff are needed to phase out the area. Should the decision be reversed or the positions be for in excess of five (5) years, staff in these positions will be offered conversion to a continuing appointment, except where an extension beyond five (5) years is for a defined, short term period and at which point the funding for the position will cease.

Central Queensland University Enterprise Agreement 2012

12.2 FIXED-TERM EMPLOYMENT

12.2.5 The use of fixed-term employment

The use of fixed-term employment shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

[...]

ix) **New organisational area**

(a) A fixed-term contract may be offered in the case of employment in a new organisational area about which there is genuine uncertainty as to whether it will continue, for up to two years 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 paragraph a new organisational area shall mean a group of not less than three positions either; established in relation to a new discipline or sub-discipline of academic, administrative or commercial work not previously offered; or another new academic, administrative or commercial function organised either in a new geographic location outside of the existing campuses where that function is offered or organised distinctly from existing organisational areas and not created from the merger or division of or movement of work from an existing unit(s).

Any new configuration of work previously undertaken shall not constitute a new organisational area.

(b) A fixed-term contract offered in the circumstances described in sub-clause 12.2.5 (viii) (a) above will be subject to the following conditions:

- The letter of offer of employment includes an understanding that should the position or substantially the same position occupied by the appointee continue beyond the maximum contract period (three years)

the appointee shall be offered continuing employment in that position (or in another agreed position) at the conclusion of the contract period as long as the original appointment was via merit based selection under the University's recruitment and selection procedures and performance has been satisfactory.

- Should a position not be offered under the above dot point, upon request by the employee, the University will, for three months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

x) Disestablished organisational area

Where an organisational work area consisting of at least three employees (or with the Agreement of the Union, fewer employees) has been the subject of a decision by the University to discontinue that work within 36 months (including a discontinued course/program) fixed-term contract employment may be offered to work in that area provided that:

- should the decision to discontinue the work area be reversed, or should for any other reason the employee's position or substantially the same position continue beyond a 36 month period, the employee shall be offered that work on a continuing basis as long as the original appointment was via merit based selection under the University's recruitment and selection procedures and performance has been satisfactory.
- Should a position not be offered under the dot point above, upon request by the appointee, the University will, for three months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

Charles Darwin University and Union Enterprise Agreement 2013

Fixed-term contract employment

25.7 The use of FTC employment shall be limited to the employment of an employee in one of the following categories:

[...]

Innovation or reorganisation

25.7.11 Where the University or some proportion of the University is undergoing or is about to undergo major organisational change including discontinuation of a work area, or where a new course, new system, market research or organisational unit is being developed and implemented a fixed-term contract can be used for staff either in the work area, or employed in support of the change. The contract may have a term of up to two (2) years. In the case of discontinuation of a work area, if the decision to discontinue the work area is reversed, or should for any other reason the employee's position or substantially the same position continue beyond the 2-year period, the employee shall be offered that work on a continuing basis. In the case of a new course, new system, market research or organisational unit, if the position or substantially the same position occupied by the employee continues beyond the expiry of the contract, the staff member shall, subject only to satisfactory performance, be offered continuing employment in that position. The University will report on all contracts issues under this clause 25.7.11 to the JUUCG.

Charles Sturt University Enterprise Agreement 2013-2016

21. TYPES OF EMPLOYMENT

[...]

Fixed-term Employment

21.6 The use of fixed-term employment shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

[...]

(viii) New organisational area

A fixed-term contract may be offered in the case of employment in a new organisational area or discipline about which there is genuine uncertainty as to whether it will continue, for up to two (2) years from the establishment of any such area. Where there continues to be a genuine uncertainty as to whether the organisational area or discipline 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.

(ix) Disestablished organisational area

Where an organisational work area, work function or teaching program 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 area or discipline.

[...]

Curtin University Academic, Professional and General Staff Agreement 2012-2016

15.2 Use of Fixed Term Appointments

The use of Fixed Term Appointments made over the life of this Agreement will be limited to the employment of Staff Members on work activity that comes within the description of one or more of the following circumstances:

[...]

Organisational Change

15.2.10 A work activity for an initial single period of up to 2 years, undertaken when a new organisational structure is being implemented, in accordance with Clause 69, Change Management and Consultation, provided that the new organisational structure being implemented affects no less than 3 Staff Members. The University may offer a further Fixed Term Appointment of a maximum of 12 months subsequent to the initial contract.

[...]

Substantial decrease in enrolments

15.2.13 Where there is a reasonable expectation based on data available at the time that there is a significant risk of a decrease in enrolments that is likely to require a reduction in future staff numbers, and there is a need, in the period leading up to the decrease in enrolments, to cover work of a type that could reasonably be expected to be affected by the decrease in enrolments, Fixed Term Appointments may be used for up to 3 years.

15.2.14 There needs to be a link between the number of contracts issued and the area(s) of forecast enrolment decrease. If at the end of 3 years, the work is considered to be ongoing, the Staff Member will be offered a Continuing Appointment unless the Staff Member:

- a) is unable to demonstrate satisfactory performance in the position; or
- b) is the subject of a disciplinary process.

Deakin University Enterprise Agreement 2013

16 Fixed-Term Employment

Use of fixed-term employment

16.7 After this Agreement starts operating, the use of fixed-term employment will be limited to the employment of a staff member under one of the following categories:

h) New Organisational Unit

Fixed-term employment of up to three years may be offered in a newly established organisational work unit.

If at the end of the allowable period of fixed-term employment under this category, the requirement for the work which has been performed continues, the University shall employ the staff member on a continuing basis without the need for the position to be advertised, but only where an ongoing vacancy exists, the staff member meets the requirements of the position, the staff member was selected after the previous fixed-term position was openly advertised and the staff member has performed satisfactorily in that position.

i) Disestablished Organisational Unit

A fixed term contract may be offered to a staff member where a decision has been made by the University to discontinue work in that area within 24 months. The use of such contracts will not exceed 24 months, provided that:

- I. 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 the staff member's position or substantially the same position continue beyond a 24 month period, the staff member will be offered that work on a continuing basis.
- II. should a position not be available under the previous bullet point, 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.

Edith Cowan University Academic and Professional Staff Union Collective Agreement 2013

6.D FIXED-TERM APPOINTMENTS - ALL STAFF

[...]

6.6.3 The use of "fixed-term employment" shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

[...]

g. Innovation or Reorganisation

Where the University or some portion of the University is undergoing or is about to undergo major organisational change or where a new course is being developed and implemented, a fixed-term contract can be used. Period of Contract A contract can have a term of up to two (2) years.

[...]

j. New Organisational Area

"New Organisational Area" shall mean a group of not less than three positions established in relation to a new discipline or sub-discipline of academic work not previously offered, or another new academic function organised either in a new geographic location outside Perth or organised distinctly from existing Academic Units and not created from the merger or division of or movement of work from an existing Academic Unit(s).

Period of Contract

A contract can have a term of up to three (3) years prior to or from the establishment of any such area. Should the position or substantially the same position occupied by the employee continue beyond the maximum contract period (three years) the employee shall, subject to satisfactory performance, be offered ongoing employment in that position (or in another agreed position) at the conclusion of the contract period.

Should a position not be offered, upon request by the employee the University will make reasonable attempts to identify other employment opportunities within the University.

Where a fixed-term employee employed in this circumstance is not offered further employment, he or she will receive on cessation of employment four (4) weeks' severance pay for employment up to two (2)

years and six (6) weeks' severance pay for employment between two and three years inclusive. This payment will replace any entitlement to severance pay elsewhere in this clause.

[...]

m. Half Cohort

Where there is a reasonable expectation based on data available at the time that there is a significant risk of a decrease in enrolments due to the half cohort that is likely to require a reduction in future staff numbers, and there is a need, in the period leading up to the decrease in enrolments, to cover work of a type that could reasonably be expected to be affected by the decrease in enrolments, Fixed-term Appointments may be used for up to three (3) years. Appointments to this category of fixed term employment can only be made between the date of certification of this Agreement and 30 June 2016. If at the end of any contract the work is deemed to be ongoing, consideration will be given to the employee being converted to continuing employment.

Federation University of Australia Union Collective Agreement 2015-2018

PART 2: APPOINTMENT AND RECRUITMENT

9. MODES OF EMPLOYMENT

9.3 FIXED-TERM EMPLOYMENT

9.3.6 The use of fixed-term employment

The use of fixed-term employment shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

viii) New organisational area

- a) A fixed-term contract may be offered in the case of employment in a new organisational area about which there is genuine uncertainty as to whether it will continue, for up to two years 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 paragraph a new organisational area shall mean positions created to cover new disciplines or sub-disciplines of academic, administrative or commercial work not previously offered; or

Another new academic, administrative or commercial function organised either in a new geographic location outside Ballarat or organised distinctly from existing Faculties or Sections and not created from the merger or division of or movement of work from an existing unit(s).

Any new configuration of work previously undertaken shall not constitute a new organisational area.

- b) A fixed-term contract offered in the circumstances described in sub-clause 9.3.6 (viii) (a) above will be subject to the following conditions:

- the letter of offer of employment includes an understanding that should the position or substantially the same position occupied by the appointee continue beyond the maximum contract period (3 years) the appointee 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;
- should a position not be offered under the above dot point, upon request by the employee, the University will, for 3 months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

ix) Disestablished organisational area

Where an organisational work area has been the subject of a decision by the University to discontinue that work within 36 months, fixed-term contract employment may be offered to work in that area provided that:

- 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 the employee's position or substantially the same position continue beyond a 36 month period, the employee shall be offered that work on a continuing basis.
- should a position not be offered under the dot point above, upon request by the appointee, the University will, for three months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

Flinders University Enterprise Agreement 2014 to 2017

SCHEDULE 9 FIXED-TERM EMPLOYMENT

[...]

2 [Circumstances where fixed-term appointments may be made] Fixed-term appointments will be used only where one or more of the following circumstances apply:

[...]

2.4 [Uncertainty over future requirements]

2.4.1 New area

Where the practicality or ongoing need for the position is not known, a professional staff appointment for up to 12 months may be made.

2.4.2 Disestablishment of an area

Staff may be employed on a fixed-term contract equivalent to the length of the phase out of the unit.

Griffith University Academic Staff Enterprise Agreement 2012-2016

12.4 Fixed Term Employment

12.4.1 Categories of Fixed Term Employment: The use of fixed term employment will be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following categories:

g) New Area of Activity

i) any proposal to make an appointment in these circumstances will require the approval of the relevant Deputy Vice Chancellor or Pro Vice Chancellor and will be reported to the Academic Staff Consultative Committee.

ii) A new area of activity is defined as the offering of an area of study not previously offered by the University in a degree or course or a new venture or activity not previously pursued by the University.

iii) A fixed term appointment may be made where the University introduces a new area of activity, which requires additional positions, and there is demonstrable uncertainty as to the ongoing viability of that activity. Such activities may be funded from external funds, the government operating grant or student fees, or a combination of these.

iv) Any use of fixed term appointments made under this clause will be for a minimum of 6 months in length and a maximum of 3 years in length.

v) If a person appointed on such fixed term contract separates prior to the expiration of their contract, another fixed term appointment may be made to complete the remaining period of the original contract.

vi) where a new area of activity has proven itself as an ongoing venture, any position which is determined as ongoing will be converted to a continuing position.

h) Phasing Out of Activities

i) Any proposal to make an appointment in these circumstances will require the approval of the relevant Group Pro Vice Chancellor and will be reported to the Academic Staff Consultative Committee.

ii) A fixed term appointment may be made where a formal decision has been, or is likely to be, made to phase out an area of activity and where it is necessary to make a fixed term appointment through to the expiry date of the activity in order to meet commitments. The length of use of the contract shall be the period required to phase out the activity or 3 years, whichever is shorter.

iii) If a person appointed on such fixed term contract separates prior to the expiration of their contract, another fixed term appointment may be made to complete the remaining period of the original contract.

Griffith University General Staff Enterprise Agreement 2012-2016

12.3 Fixed Term Employment

12.3.1 Categories of Fixed Term Employment

The use of fixed term employment will be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

g) New area of activity

i) Any proposal to make an appointment in these circumstances will require the approval of the relevant Deputy Vice Chancellor or Pro Vice Chancellor and will be reported to the General Staff Consultative Committee.

ii) A new area of activity is defined as the offering of an area of study not previously offered by the University in a degree or course, or a new venture or activity not previously pursued by the University.

iii) A fixed term appointment may be made where the University introduces a new area of activity, which requires additional positions, and there is demonstrable uncertainty as to the ongoing viability of that activity. Such activities may be funded from external funds, the government operating grant or student fees, or a combination of these.

iv) Any use of fixed term appointment made under this clause will be for a minimum period of 6 months and a maximum period of 3 years.

v) If a person appointed on such fixed term contract separates prior to the expiration of their contract, another fixed term appointment may be made to complete the remaining period of the original contract.

vi) Where a new area of activity has proven itself as an ongoing venture, any position which is determined as ongoing will be converted to a continuing position.

h) Phasing out of activities

i) Any proposal to make an appointment in these circumstances will require the approval of the relevant Deputy Vice Chancellor or Pro Vice Chancellor and will be reported to the GSCC.

ii) A fixed term appointment may be made where a formal decision has been, or is likely to be, made to phase out an area of activity and where it is necessary to make a fixed term appointment through to the expiry date of the activity in order to meet commitments. The length of use of the contract shall be the period required to phase out the activity or 3 years, whichever is shorter.

iii) If a person appointed on such fixed term contract separates prior to the expiration of their contract, another fixed term appointment may be made to complete the remaining period of the original contract.

James Cook University Enterprise Agreement 2013 - 2016

19. FIXED TERM EMPLOYMENT

19.1. The use of "Fixed-Term" appointments will be limited to Senior Staff appointed in accordance with Schedule 3 and staff engaged in work that falls within the description of one or more of the following categories:

[...]

19.1.8 Unanticipated Increase in Enrolments refers to a fixed period of not less than six (6) months and no more than 3 years from the date of the unanticipated increase in enrolments.

La Trobe University Collective Agreement 2014

16. FIXED-TERM EMPLOYMENT

16.2 The use of "fixed-term employment" shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

(j) New Organisational Area

- (i) Fixed-term employment may be offered in the case of employment in a new organisational area, about which there is genuine uncertainty for up to three years prior to or from the establishment of any such area.
- (ii) For the purpose of this sub-clause a new organisational area shall be either:
 - positions established in relation to a new or substantially modified discipline or sub-discipline area of academic work not previously offered; or
 - an academic function organised in either a new geographical location distant from existing campuses where that function is offered or organised distinctly from existing schools or centres and not created from the merger or division of or movement of work from the existing unit(s).
- (iii) Fixed-term employment offered in the circumstances described in sub-clause 16.2U)(i) above will be subject to the following conditions:
 - 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;
 - 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 of up to two years, and seven weeks severance pay for employment between two and three years. This sub-clause will replace any entitlement to severance pay elsewhere in this Agreement; ·
 - Should a position not be offered under sub-clause 16.2U)(iii) dot point 2 above, upon request by the employee, the, University will, for three months prior to the expiry of the contract, make reasonable attempts to identify other employment opportunities within the University.

(k) Disestablished Organisational Area

Where an organisational work area consisting of at least three (3) employees (or with the agreement of the NTEU, fewer employees) has been the subject of a decision by the University to discontinue that work within 36 months, fixed-term employment may be offered to work in that area provided that:

- (i) the letter of offer of employment includes an understanding 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
- (ii) should a position not be offered under sub-clause 16.2(k)(i) 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.

3.6.20 Any fixed-term contract entered into following the commencement of this Agreement must come within the description of one or more of the following circumstances:

[...]

(h) Disestablished Organisational Area means work in an area that is performing one or more functions or teaching one or more programs where the University has made a decision to cease these activities within a reasonably certain time. Where part or all of an organisational area is to be disestablished, a fixed-term contract of up to 2 years, with the possibility of a further 1 year appointment, may be offered to new staff in the area or part of area to be disestablished. If the University reverses its decision to discontinue functions or teaching of programs then, subject to satisfactory performance and original appointment through a competitive selection process, the Staff Member will be offered continuing employment

(i) New Organisational Area means work in a new organisational area, function or program where the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the new area, function or program, in which case fixed-term employment may be offered for up to 3 years.

[...]

(l) Sudden unanticipated rise in student enrolments means an appointment on a fixed-term basis may be offered for work in an academic unit where there is a sudden unanticipated increase in enrolments. In this circumstance fixed-term employment may be offered for up to three years. If the enrolments persist at the increased levels beyond three years then, subject to satisfactory performance and original appointment through a competitive process, Staff will be offered continuing employment

Macquarie University Professional Staff Enterprise Agreement 2015

No relevant provision.

Monash University Enterprise Agreement (Academic and Professional Staff) 2014

PART B – EMPLOYMENT REGULATION

16. MODE OF 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 the application of the processes of clause 53 or clause 54 or clause 55 as applicable regarding unsatisfactory performance or 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.

16.4.7 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 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

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.

[...]

16.4.10 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 a 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.

Murdoch University Enterprise Agreement 2014

PART 2 -ACADEMIC STAFF

DIVISION A- EMPLOYMENT AND RELATED MATTERS

16. Contract of Employment

16.5 Limitation on use of fixed term employment

The use of fixed-term employment must be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

(g) New organisational area

In the case of employment in a new organisational area about which there is genuine uncertainty as to whether it will continue, for three (3) years from the establishment of any such area

If It becomes certain that the organisational area will continue, and the employee meets the criteria In paragraph 16.5(1), he/she will be offered continuing employment.

(h) Disestablished organisational area

An organisational area that Is performing one or more functions or teaching one or more courses which will cease within a reasonably certain time, or where a formal review Is under way which may result in this outcome.

(i) Where part or all of an organisational unit Is to be disestablished, staff may be employed on a fixed-term contract of up to three (3) years. If at the end of three (3) years, the work is considered to be on-going, and the employee meets the criteria in paragraph 16.5(1), he/she will be offered continuing employment.

(ii) In circumstances where a formal review is under way, staff may be employed on a 12 month fixed-term contract. Where the formal review has not been completed

prior to the expiry of the 12 month period, the employee will be given further employment on a fixed-term basis for a further 12 months.

If at the end of the formal review the organisational area is not to be disestablished and the work is considered to be on-going, the employee will be offered continuing employment subject to the criteria listed in paragraph 16.5(1). If at the end of the formal review the organisational area is to be disestablished then the employee may be employed on a further fixed-term contract of up to three years. If at the end of 3 years, the work is considered to be on-going, the employee shall be offered continuing employment subject to the criteria listed in paragraph 16.5(1). A list of contracts issued in this category, including information as to the area of appointment, will be provided to the Academic Staff Consultative Group on an annual basis.

(i) Unanticipated Increase in enrolments

Where there is a sudden unanticipated or temporary increase in enrolments, fixed-term contract employment may be used for up to three years. If at the end of three years, the work is considered to be on-going, the employee will be offered continuing employment subject to the criteria listed in paragraph 16.5(1).

A list of contracts issued in this category, including information as to the area of appointment, will be provided to the Academic Staff Consultative Group on an annual basis.

j) Substantial decrease in enrolments

Where there is a reasonable expectation based on data available at the time that there is a significant risk of a decrease in enrolments that is likely to require a reduction in future staff numbers, and there is a need, in the period leading up to the decrease in enrolments, to cover work of a type that could reasonably be expected to be affected by the decrease in enrolments, fixed-term contract employment may be used for up to three (3) years. There needs to be a link between the number of contracts issued and the area(s) of forecast enrolment decrease. If at the end of three (3) years, the work is considered to be on-going, the employee will be offered continuing employment subject to the criteria listed in paragraph 16.5(1). If the University is able to reasonably justify that risk still exists at the end of the contract, a further contract of up to two (2) years may be issued. A list of contracts issued in this category, including information as to the area of appointment, will be provided to the Academic Staff Consultative Group on an annual basis.

PART 3 - PROFESSIONAL STAFF

DIVISION A- EMPLOYMENT AND RELATED MATTERS

59. Contract of Employment

59.5 Limitation on use of fixed term employment

The use of fixed-term employment must be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

(g) New organisational area

In the case of employment in a new organisational area about which there is genuine uncertainty as to whether it will continue, for three (3) years from the establishment of any such area

If it becomes certain that the organisational area will continue, and the employee meets the criteria in paragraph 59.4(1), he/she will be offered continuing employment.

(h) Disestablished organisational area

An organisational area that is performing one or more functions or teaching one or more courses which will cease within a reasonably certain time, or where a formal review is under way which may result in this outcome.

(i) Where part or all of an organisational unit is to be disestablished, staff may be employed on a fixed-term contract of up to three (3) years. If at the end of three (3) years, the work is considered to be on-going, and the employee meets the criteria in paragraph 59.5(1), he/she will be offered continuing employment.

(ii) In circumstances where a formal review is under way, staff may be employed on a 12 month fixed-term contract. Where the formal review has not been completed prior to the expiry of the 12 month period, the employee will be given further employment on a fixed-term basis for a further 12 months.

If at the end of the formal review the organisational area is not to be disestablished and the work is considered to be on-going, the employee will be offered continuing employment subject to the criteria listed in paragraph 59.5(1). If at the end of the formal review the organisational area is to be disestablished then the employee may be employed on a further fixed-term contract of up to three years. If at the end of 3 years, the work is considered to be on-going, the employee shall be offered continuing employment subject to the criteria listed in paragraph 59.4(1). A list of contracts issued in this category, including information as to the area of appointment, will be provided to the Professional Staff Consultative Group.

(i) Unanticipated increase in enrolments

Where there is a sudden unanticipated or temporary increase in enrolments, fixed-term contract employment may be used for up to three years. If at the end of three years, the work is considered to be on-going, the employee will be offered continuing employment subject to the criteria listed in paragraph 59.5(1). A list of contracts issued in this category, including information as to the area of appointment, will be provided to the Professional Staff Consultative Group on an annual basis.

(j) Substantial decrease in enrolments

Where there is a reasonable expectation based on data available at the time that there is a significant risk of a decrease in enrolments that is likely to require a reduction in future staff numbers, and there is a need, in the period leading up to the decrease in enrolments, to cover work of a type that could reasonably be expected to be affected by the decrease in enrolments, fixed-term contract

employment may be used for up to three (3) years. There needs to be a link between the number of contracts issued and the area(s) of forecast enrolment decrease. If at the end of three (3) years, the work is considered to be on-going, the employee will be offered continuing employment subject to the criteria listed in paragraph 59.5(1). If the University is able to reasonably justify that risk still exists at the end of the contract, a further contract of up to two (2) years may be issued. A list of contracts issued in this category, including information as to the area of appointment, will be provided to the Professional Staff Consultative Group on an annual basis.

Queensland University of Technology Enterprise Agreement (Academic Staff) 2014-2017

27.2.4 Fixed-term employment categories

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:

[...]

8. Uncertainty over future requirements

Where there is uncertainty over future requirements related to a formal organisational change process occurring within an area of the University, or where a new course or activity is being developed and implemented, a fixed-term contract can be used for a defined period not normally exceeding twelve (12) months within that organisational area.

Queensland University of Technology Enterprise Agreement (Professional Staff) 2014-2017

42.2.4 Fixed-term employment categories

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:

[...]

7. Uncertainty over future requirements

Where there is uncertainty over future requirements related to a formal organisational change process occurring within an area of the University, or where a new course or activity is being developed and implemented, a fixed-term contract can be used for a defined period not normally exceeding twelve (12) months within that organisational area.

RMIT University Academic and Professional Staff Enterprise Agreement 2014

PART B CONTRACT OF EMPLOYMENT

11. FIXED TERM EMPLOYMENT

11.1 Without derogating from any entitlement under the employee's contract or under a provision contained in this Agreement applicable to the employee on account of the

employee's continuous service, a fixed term contract employee, other than an apprentice or trainee, will be entitled to incremental advancement, notice, and severance as detailed in this clause.

11.1.1A fixed term employee, who has a period of continuous service in a classification which has an incremental structure, will be entitled to progress through that structure in the same way as an employee engaged as a continuing employee in the same or similar classification under the Agreement.

11.1.2 The use of fixed-term employment will be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

(b) Discontinued Academic Programs: Where the University has taken a decision to discontinue or phase out a program or programs, and where the required work activity cannot be filled by redeployment, the University may use fixed-term employment where the work required is to meet commitments to students in the discontinued program/s provided that:

- (i) The use of fixed term employment for this purpose will not exceed three years; and
- (ii) The letter of offer of employment includes an undertaking that subject to demonstrated satisfactory performance and should the decision to discontinue the program/s be reversed or for any other reason the employee's position or substantially the same position continue beyond a three year period, the employee will be offered that work for the period that it will continue or on a continuing basis.

(d) New Academic Programs: Where the University introduces a new program/s the future of which is uncertain and where the required positions cannot be filled by redeployment, the University may employ on fixed-term contracts staff whose work is in the new program/s, provided that:

- (i) the use of fixed-term employment for this purpose will not exceed three years; and
- (ii) the letter of offer of employment include an undertaking that should the program/s continue beyond a three year period, the employee, subject to demonstrated satisfactory performance, will be offered employment on a continuing basis.

Southern Cross University Enterprise Agreement 2010

Fixed-term Appointments

29. The use of 'fixed-term employment' will be limited to the employment of an employee engaged on work activity described by one or more of the following circumstances:

[...]

New organisational area

42. Fixed-term employment may be offered in the case of employment in a new organisational area, about which there is genuine uncertainty of continuing operation for up to three years prior to or from the establishment of any such area.

43. For the purpose of this subclause a new organisational area shall mean positions established:

- a) in relation to a new organisational area, discipline or sub-discipline area of academic work not previously offered; or
- b) as a result of a demonstrated sudden and unanticipated increase in student enrolments; or
- c) as a result of an academic function organised in either a new geographical location, distant from existing campuses where that function is offered or organised distinctly from existing schools or centres, and not created from the merger or division of or movement of work from the existing unit(s).

44. At the expiry of the fixed-term employment period and subject to the necessity of ongoing work, continued funding and satisfactory performance of the employee since appointment, the University may offer conversion to continuing employment as determined by the relevant delegated officer in accordance with clause 64 and University policy.

Disestablished organisational area

45. Where an organisational work area has been the subject of a decision by the University to discontinue that work within three years, fixed-term employment may be offered.

46. At the expiry of the fixed-term employment period, should the decision to discontinue the work be reversed, and subject to the necessity of ongoing work, continued funding and satisfactory performance of the employee since appointment, the University may offer conversion to continuing employment as determined by the relevant delegated officer in accordance with clause 64 and University policy.

Swinburne University of Technology, Academic and General Staff Enterprise Agreement 2015

EMPLOYMENT RELATIONSHIPS

13. CONTRACT / FIXED TERM EMPLOYMENT

13.6.7 Disestablishment Work Area

A fixed term contract may be offered to an employee where a decision has been made by the University to discontinue work in that area within 24 months. The use of such contracts shall not exceed 24 months.

13.6.8 New Organisational Area

A fixed term contract may be offered to an employee where a new organisational area has been established within the University. A new organisational area is defined as up to 12 months from the establishment of a new area. The use of such contracts shall not exceed 12 months.

University of Adelaide Enterprise Agreement 2014-2017

2.3 LIMITATIONS ON THE USE OF FIXED TERM CONTRACTS

2.3.1.10 Organisational change;

- a) Fixed-term employment may be offered to staff members in an identifiable work unit that:
 - i. is a new unit performing one (1) or more functions or teaching one (1) or more 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;
 - ii. is performing one (1) or more functions or teaching one (1) or more programs at a new location that is not less than 50km from any campus where those functions or programs have previously been taught or performed and where the prospective need or demand for those functions or programs is uncertain or unascertainable at the time of commencing them at the new location;
 - iii. experiences a sudden and unanticipated increase or decrease in enrolments;
or
 - iv. is performing one (1) or more functions or teaching one (1) or more programs the provision of which will cease within a reasonably certain time, and a final decision has been made to disestablish part or all of the unit.
- b) Fixed-term employment under categories 2.3.1.10 (a) (i)- (iii) may be used for up to three (3) years from the date of the relevant functions or programs commencing, or the unanticipated increase or decrease in enrolments. Fixed term positions offered under these categories may not be extended or renewed, may only be offered once and will be for a period of no more than three (3) years and not less than one (1) year.
- c) Fixed-term employment under category 2.3.1.10 (a) (iv) may be offered for a duration equivalent to the length of the phase-out of the unit or relevant part of the unit. Should the work continue at the end of the proposed phase-out time, the incumbent will be offered the further work as set out in clause 2.3.2.2.

University of Canberra Enterprise Agreement 2015 - 2018

12. Fixed Term Employment

12.1 The use of fixed-term employment will be limited to work that comes within the description of one or more of the following:

(h) Organisational Change: Where a work area has been the subject of a decision by the University to discontinue that work within three (3) years, provided that:

(i) the offer of employment includes an undertaking that subject to satisfactory performance, should the decision to discontinue the work be reversed, or should for any other reason the Employee's position or substantially the same position continue beyond a period of three (3) years, the Employee will be offered that work on a continuing basis. A short term extension (for example, for up to three (3) months) of the fixed-term contract may be permitted without invoking this sub-clause where such extension is necessary to permit the timely conclusion of any discontinuing activity; and

(ii) should a continuing position not be offered under this sub-clause, upon request by the Employee, the University will make reasonable attempts to identify other employment opportunities within the University.

(i) Convertible fixed-term: This may occur where there is a new initiative and where continuing operation is uncertain. For the purposes of this sub-clause, a new initiative relates to a new area of work not previously undertaken, and not created from the merger or division of, or movement of, work from existing work areas. Convertible fixed-term employment may only be offered where:

(i) a demonstrated sudden and unanticipated increase in student enrolments requires additional staffing in a specific area to meet the student demand; or

(ii) there is a new organisational area/discipline; A contract may be offered prior to or from the establishment of any such discipline or area, during a period in respect of that establishment not exceeding two (2) years; or

(iii) otherwise agreed between the University and the relevant Union(s). A convertible fixed-term appointment will normally be for a period not exceeding three (3) years.

An area of work ceases to be a new area of work after three (3) years of operation and a fixed-term position may be converted in accordance with this sub-clause at that time. Conversion from fixed-term to continuing employment will be determined by the University, based on the availability of continuing work and the Employee's performance since appointment

University of Melbourne Enterprise Agreement 2013

Part C1: Fixed-Term Employment

19. CATEGORIES OF WORK FOR WHICH FIXED-TERM EMPLOYMENT MAY BE USED

Effective from the date of commencement of this Agreement, the use of fixed term employment will 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:

19.4 New Organisational Area

“New Organisational Area” means 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 above, “new organisational area” will 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.

Fixed-term employment under this category may be used for up to three years from the date of commencement of a new organisational area, and fixed-term positions 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.

19.5 Sudden and Unanticipated Increase in 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 three years from the date of the sudden and unanticipated increase in enrolments, and fixed-term positions 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.

19.6 Disestablished Area

“Disestablished Area” means 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 will be offered the further work.

The University of New England Academic and ELC Teaching Staff Collective Agreement 2014 -2017

11. TYPES OF EMPLOYMENT

11.5 Fixed-term employment

[...]

The use of "fixed-term employment" shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

11.5.5 "**New area**" shall mean a work activity where a new discipline or work area has been established, there is genuine uncertainty over future requirements and where the practicality or ongoing need for the position is not known. New area does not mean the shifting of existing functions from an existing work area through a restructure or workplace change. The fixed-term contract period shall not exceed three years.

If the position or substantially the same position occupied by the employee continues beyond three years the employee shall be offered conversion to continuing employment in that position (or in another agreed position) at the conclusion of the contract period as long as the original appointment was via merit selection.

11.5.6 "**Disestablished area**" shall mean a work activity where a discipline, course or work area/unit has been disestablished and the work of that area/unit is to be phased out over a period of time. The fixed-term contract period shall not exceed three years A fixed term contract under this sub-clause can only be offered where a final decision has been made to disestablish a work activity after following the procedures in Clause 42.

Should the decision to disestablish the work area/unit be reversed, or should for any other reason the employee's position or substantially the same position continue beyond a three year period, the employee shall be offered conversion to continuing employment as long as the original appointment was via merit selection

The UNE Professional Staff Enterprise Agreement 2014-2017

11. TYPES OF EMPLOYMENT

11.4 Fixed-term Employment

[...]

The use of "fixed-term employment" shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

11.4.4 "**New area**" shall mean a work activity where a new discipline or work area has been established, there is genuine uncertainty over future requirements and where the practicality or ongoing need for the position is not known. New area does not mean the shifting of existing functions from an existing work area through a restructure or workplace change. The fixed-term contract period shall not exceed three years.

If the position or substantially the same position occupied by the employee continues beyond three years the employee shall be offered conversion to continuing employment in that position (or in another agreed position) at the conclusion of the contract period as long as the original appointment was via merit selection.

11.4.5 "**Disestablished area**" shall mean a work activity where a discipline, course or work area/unit has been disestablished and the work of that area/unit is to be phased out over a period of time, not being more than three years. The fixed-term contract period shall not exceed three years. A fixed term contract under this sub-clause can only be offered where a final decision has been made to disestablish a work activity after following the procedures in Clause 43.

Should the decision to disestablish the work area/unit be reversed, or should for any other reason the employee's position or substantially the same position continue beyond a three year period, the employee shall be offered conversion to continuing employment as long as the original appointment was via merit selection.

UNSW Australia (Academic Staff) Enterprise Agreement 2015

17.0 FIXED-TERM EMPLOYMENT

[...]

(c) It is recognised that while continuing employment is the primary type of employment on which employees are employed by the University under this Agreement, the employment of persons on fixed-

term contracts may be made to support the University to carry out its work for a specified period or task. Fixed-term appointments shall generally be limited to work activity that comes within the description of one or more of the following circumstances:

(iv) to work in a position funded from the Strategic Priorities Fund of the University or to work in a new organisational area, function or program where the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the new area, function or program, in which case fixed-term employment may be offered for a total of up to three years;

(v) to work in an academic unit where there is a sudden unanticipated increase in enrolments in which case fixed-term employment may be used for a total of up to three years;

(vi) to work in an area that is performing one or more functions or teaching one or more programs which will cease within a reasonably certain time. Where part or all of an organisational unit is to be disestablished, staff may be employed on a fixed-term contract for a total of up to two years;

(v) to work in an academic unit where there is a sudden unanticipated increase in enrolments in which case fixed-term employment may be used for a total of up to three years;

UNSW Australia (Professional Staff) Enterprise Agreement 2015

No relevant provision.

University of Newcastle Academic Staff Enterprise Agreement 2014

34.0 CATEGORIES OF EMPLOYMENT

Categories of Fixed-term Employment

34.7 The use of "fixed-term employment" will 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:

[...]

(ix) New organisational area

A fixed-term contract may be offered in the case of employment in a new organisational area about which there is genuine uncertainty as to whether it will continue, for up to three years from the establishment of any such area. A further fixed-term contract of a maximum of 2 years may be offered subsequent to the initial contract.

This includes an academic function organised either in a new geographic location distant from existing campuses, where that function is offered or 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).

(x) Disestablished organisational area

Where an organisational work area has been the subject of a decision by the University to discontinue that work, fixed-term contract employment may be offered to work in that area for a period of up to 3 years.

(xi) Unanticipated increase or decrease in student numbers

Where an unanticipated increase or decrease in student numbers that impacts the required work of a school/unit, fixed-term employment may be offered for a minimum period of 6 months up to a maximum period of 3 years.

University of Newcastle Professional Staff Enterprise Agreement 2014

48.0 CATEGORIES OF EMPLOYMENT

Categories of Fixed-term Employment

48.8 The use of "fixed-term employment" will 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:

[...]

(ix) New organisational area

A fixed-term contract may be offered in the case of employment in a new organisational area about which there is genuine uncertainty as to whether it will continue, for up to 3 years from the establishment of any such area. A further fixed-term contract of a maximum of 2 years may be offered subsequent to the initial contract.

This includes a function organised either in a new geographic location distant from existing campuses, where that function is offered or organised distinctly from existing schools or units and not created from the merger or division of or movement of work from an existing unit(s).

(x) Disestablished organisational area

Where an organisational work area has been the subject of a decision by the University to discontinue that work, fixed-term contract employment may be offered to work in that area for a period of up to 3 years. A further fixed-term contract of a maximum of 2 years may be offered subsequent to the initial contract.

(xi) Unanticipated increase or decrease in student numbers

Where an unanticipated increase or decrease in student numbers impacts the required work of a school/unit, fixed term employment may be offered for a minimum period of 6 months up to a maximum period of 3 years.

The University of Queensland Enterprise Agreement 2014-2017

20. FIXED-TERM EMPLOYMENT

[...]

20.4 The use of fixed-term employment must 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:

[...]

(j) Decrease in Enrolments

Consistent with the University's commitment to the appropriate use of casual employment, fixed-term appointments may be used for up to two (2) years where:

(a) there is a demonstrable likelihood based on available data of a significant decrease in enrolments; and

(b) this is likely to require a reduction in future staff numbers; and

(c) there is a need, in the period leading up to the decrease in enrolments, to cover work of a type that could reasonably be expected to be affected by the decrease in enrolments.

It is a requirement for the use of such fixed-term appointments that there is a correlation between the number of fixed-term appointments made and the numbers and area(s) of forecast decrease in enrolments.

If at the end of the fixed-term appointment, the work is considered to be continuing, the relevant staff member(s) will be offered a continuing appointment where the staff member(s) was appointed through a merit-based selection, has demonstrated continued satisfactory performance and where no continuing staff members in substantively similar positions within the organisational area are proposed to be made redundant.

(k) Organisational Change

A fixed-term appointment may be offered where:

(a) An organisational work area has been the subject of a decision by the University to discontinue that work within a specified timeframe, or

(b) The provisions of this Agreement in relation to organisational change and restructuring (clause 46 and 47) have been initiated and there is genuine uncertainty regarding the continuing need for vacant positions, until the change is implemented.

In any of the above circumstances, the period of fixed-term employment must not extend beyond the timeframe agreed and specified for the change process, and in any case must not exceed two (2) years. Where fixed-term appointments have been made under this category, any Change Proposal and implementation plan will outline how such appointments will be treated in the implementation of a new organisational structure.

University of South Australia Enterprise Agreement 2014

No relevant provision.

University of Sydney Enterprise Agreement 2013 -2017

FIXED TERM EMPLOYMENT

When may staff be employed on a Fixed Term basis?

21. Fixed Term contracts may be offered for Academic and Professional staff roles only in the following circumstances:

[...]

(d) to work in a new organisational area, function or program where the prospective need or demand is uncertain or unascertainable at the time of the establishment of the new area, function or program in which case Fixed Term employment may be offered for up to three years;

(e) to work in an academic unit where there is a sudden unanticipated increase in enrolments in which case Fixed Term employment may be offered for up to three years;

(f) to work in an area that is performing one or more functions or teaching one or more programs which will cease within a reasonably certain time. Where part or all of an organisational unit is to be disestablished, staff may be employed on a Fixed Term contract of up to two years;

University of Tasmania Staff Agreement 2013 - 2016

15. FIXED-TERM EMPLOYMENT & ACADEMIC AND PROFESSIONAL EMPLOYEES

15.1 Appointments principally funded from the University's Operating Funds shall be limited to work activity that comes within the description of one or more of the following circumstances:

(a) an appointment for a specific task or project which has a commencing date and which is expected to be completed within an anticipated timeframe, including for up to 12 months where new course offerings or organisational structures are being considered or trialled, or in accordance with the University's Graduate Employment and Cadetship Program. The above time limits may be extended once for a period of up to 12 months at the discretion of the Executive Director, Human Resources (or nominee) or alternatively for a longer period by agreement with the unions;

University of Technology, Sydney Academic Staff Agreement 2014

42.2 FIXED-TERM APPOINTMENT

[...]

42.2.3 The parties acknowledge that fixed-term employment is not the ideal employment mode in all circumstances. Through its workforce planning process, the University is committed to minimising the use of fixed-term employment to circumstances in which it is appropriate. Fixed-term appointments shall generally be limited to work activity that comes within the description of one or more of the following circumstances:

[...]

d) to work in a new organisational area, function or program where the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the new area, function or program, in which case fixed term employment may be offered for up to three years;

(e) to work in an academic unit where there is a sudden unanticipated increase in enrolments in which case fixed term employment may be used for up to three years;

(f) to work in an area that is performing one or more functions or teaching one or more programs which will cease within a reasonably certain time. Where part or all of an organisational unit is to be disestablished, staff may be employed on a fixed term contract of up to two years;

University of Technology, Sydney Professional Staff Agreement 2014.

43. CONTRACT OF EMPLOYMENT

45.2 Fixed-term appointment

[...]

45.2.3 The parties acknowledge that fixed-term employment is not the ideal employment mode in all circumstances. Through its workforce planning process, the University is committed to minimising the use of fixed-term employment to circumstances in which it is appropriate. Fixed-term appointments shall generally be limited to work activity that comes within the description of one or more of the following circumstances:

[...]

d) to work in a new organisational area, function or program where the prospective need or demand for which is uncertain or unascertainable at the time of establishment of the new area, function or program, in which case fixed-term employment may be offered for up to three years;

(e) to work in an academic unit where there is a sudden unanticipated increase in enrolments in which case fixed-term employment may be used for up to 3 years;

(f) to work in an area that is performing one or more functions or teaching one or more programs which will cease within a reasonably certain time. Where part or all of an organisational unit is to be disestablished, staff may be employed on a fixed-term contract of up to two years;

University of the Sunshine Coast Enterprise Agreement (EA) 2010-2013

No relevant provision.

University of Western Australia Academic Staff Agreement 2014

SCHEDULE B- FIXED-TERM EMPLOYMENT

6. The use of "fixed-term employment"

The use of "fixed-term employment" shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

6.9 Innovation or Reorganisation

Where the University or some portion of the University is undergoing or is about to undergo major organisational change, including the development and implementation of a new course or sudden and unanticipated increase in student enrolments a fixed term contract can be used, with prior agreement between the parties.

6.10 Disestablished Area

"Disestablished Area" means an identifiable work unit performing a function of 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 proposed phase out time extend, the incumbent shall be offered the further work for that period.

University of Western Australia Professional and General Staff Agreement 2014

SCHEDULE F- CATEGORIES OF EMPLOYMENT

5. Fixed-Term

5.5 The use of "fixed-term employment" shall be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

5.5.8 Uncertainty over future requirements

Where there is uncertainty over future requirements, such as where the University or some portion of the University is undergoing or is about to undergo major organisational change, or where a new course is being developed and implemented, a fixed-term contract can be used.

University of Wollongong (Academic Staff) Enterprise Agreement 2015

18.6. FIXED TERM EMPLOYMENT

[...]

18.6.6. Circumstances of Fixed Term Employment

18.6.6.4. For work being performed that is part of a course or subject that will cease within an anticipated timeframe or where part or all of an organisational unit is to be disestablished, for a contract period of up to 2 years.

18.6.6.12. For work in an area of activity where there is uncertainty about the ongoing operational needs for the work to be performed for a contract period of up to 3 years due to:

- a) An unanticipated influx or decrease in enrolments in an established program, course or subject; or
- b) The work relating to a new organisational area, program, course or subject where the future pattern of enrolments is unclear; or
- c) The academic area being under review.

University of Wollongong (General Staff) Enterprise Agreement, 2014

No relevant provision.

Victoria University Enterprise Agreement 2013

13. Requirement to State Terms of Engagement

13.5 **Fixed-term employment** means 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 instead 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 the employment will expire. During the term of employment, the contract is not terminable, by the University, other than during a probationary period, for cause based upon serious or wilful misconduct or in cases where the employee is unable to return to their duties due to ill health in accordance with Clause 63 Termination of Employment on the Grounds of Ill-Health - Academic Staff.

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. As a condition incidental to employment on probation, an employee must be advised of, and given an opportunity to make response to, any adverse material about the employee 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.

Any second or subsequent fixed-term contract, with the University, must not contain a probationary period. The use of fixed-term employment must be limited to the employment of an employee engaged on work activity that comes within the description of one or more of the following circumstances:

13.5.3 **Disestablished Area** means work activity in an area that is performing one or more functions or teaching one or more programs which will cease within a reasonably certain time. Where part or all of an organisational unit is to be disestablished, staff may be employed on a fixed term contract of up to three years.

University of Western Sydney Academic Staff Agreement 2014

14.7 Fixed Term Employment

[...]

14.11 Subject to the other provisions in this Agreement, the use of fixed-term employment is limited to the following circumstances:

[...]

(l) positions within a new organisational area under subclause 14.12;

(m) positions within a disestablished organisational area under subclause 14.15; and

[...]

Fixed-term Employment in New Organisational Area

14.12 Fixed-term employment may be offered in a New Organisational Area about which there is genuine uncertainty of continuing operation for up to 3 years prior to, or from, the establishment of any such area.

14.13 **New Organisational Area** means:

(a) where there is a discipline or sub-discipline area of academic work not previously offered;

(b) where there is a demonstrated sudden and unanticipated increase in student enrolments; or
(c) where there is an academic function or unit organised in either a new geographical location or organised distinctly from existing Schools or centres, which has not been created from the merger or division of, or movement of work from an existing academic unit(s) to another academic unit(s).

14.14 At the expiry of the fixed-term employment period and subject to the necessity of ongoing work and satisfactory performance of the Employee since appointment, the University may offer conversion to ongoing employment in accordance with subclause 14.17.

Fixed-Term Employment in Disestablished Organisational Area

14.15 Where an organisational area has been the subject of a decision by the University to discontinue work within that area within 3 years, fixed-term employment may be offered.

14.16 At the expiry of the fixed-term employment period, should the decision to discontinue the work be reversed and subject to the necessity of ongoing work and satisfactory performance of the Employee since appointment, the University may offer conversion to ongoing employment in accordance with subclause 14.17.

University of Western Sydney Professional Staff Agreement 2014

No relevant provision.

AP801516 - Universities and Post Compulsory Academic Conditions Award 1999

SCHEDULE I - LIST OF RESPONDENTS

Australian Higher Education Industrial Association
Australian Catholic University
Australian Maritime College
Australian National University
Central Queensland University
Charles Sturt University
Curtin University of Technology
Deakin University
Edith Cowan University
Flinders University of South Australia
Griffith University
Hawthorn Institute of Education Ltd.
James Cook University
La Trobe University
Macquarie University
Monash University
Murdoch University
Northern Territory University
Queensland University of Technology
Royal Melbourne Institute of Technology
Southern Cross University
Swinburne University of Technology
University of Adelaide
University of Ballarat
University of Canberra
University of Melbourne
University of New England
University of New South Wales
University of Newcastle
University of Queensland
University of South Australia
University of Southern Queensland
University of Sydney
University of Tasmania
University of Technology, Sydney
University of Western Australia
University of Western Sydney
University of Wollongong
Victorian College of the Arts
Victoria University of Technology