Employment of Fixed Term Staff Policy

Section 1 - Background Information

(1) This Policy supports the provisions for the employment of academic and professional staff on a fixed-term basis at Australian Catholic University (ACU).

Section 2 - Policy Statement

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

(3) The use of fixed-term employment at ACU will be subject to University funding and operational requirements, and will be managed in line with this Policy.

Section 3 - Policy Purpose

(4) This Policy supports the fixed-term employment provisions of the University and sets out the administrative processes associated with fixed-term employment and should be read in conjunction with the Employment of Fixed Term Staff Procedure.

Section 4 - Application of Policy

(5) This Policy applies to the employment of fixed-term Academic and Professional staff at ACU who are covered by the provisions of the ACU Staff Enterprise Agreement 2026-2029. A fixed-term contract will specify the starting and finishing dates of that employment or, in the absence of a finishing date, will specify the circumstance(s) or contingency relating to a specific task, project or research funding, upon which the contract of employment will cease.

Fixed-Term Reasons

(6) 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:

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 time frame. Without limiting the generality of that circumstance, it will also include a period of employment provided for from identifiable funding external to the University, not being funding that is part of an operating grant from government or funding comprised of fees made by or on behalf of students.
b. Research means work activity by a person engaged on research only functions for a contract period not exceeding five years. Such a contract may be on a continuing contingent basis which is contingent upon the

provision of funding.

c. Replacement staff member means a staff member who is:
    i. undertaking work activity replacing a full-time, fractional or part-time employee for a definable period for which the replaced staff member is either on authorised leave of absence or is temporarily seconded away from their usual work area; or
    ii. performing the duties of:
        - a vacant position for which the University has made a definite decision to fill and has commenced recruitment action; or
        - a position the normal occupant of which is performing higher duties pending the outcome of recruitment action initiated by the University and in progress for that vacant higher duties position; until a full-time or part-time staff member is engaged for the vacant position or vacant higher duties position as applicable. A fixed-term contract offered under this provision will normally not extend beyond six months.

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 (2) years.

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

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.

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

h. 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.

i. Post-retirement contract: a staff member who has retired from the University or another organisation and who is eligible to access their retirement benefit from their relevant superannuation fund may be engaged for a limited period of time. Such employment contracts will be used primarily for the purpose of teaching and research degree supervision.

j. Other Category of Fixed-Term Employment – Changing Operational Needs: where the University considers that additional non-continuing staffing resources are required to meet changing operational needs in circumstances where (a) to (i) above do not meet or comply with the University's requirements; the Chief People Officer or nominee on behalf of the work unit will consult with the Union/s and only by mutual agreement by the parties, the University can offer additional fixed-term employment rather than casual and/or sessional engagements.

Probation

(7) Fixed-term employment may contain a reasonable probationary period that is directly related to the nature of the work to be carried out under the contract. Other than in accordance with the provisions of the Probation for Continuing Academic Staff Policy, any second or subsequent fixed-term contract with the University for the same or similar role shall not contain a probationary period.

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

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

Termination

(10) Fixed-term employment is terminable:

a. by the resignation or retirement of the staff member;
b. during a probationary period;
c. by the abandonment of employment by the staff member;
d. by the staff member's death;
e. by the staff member's employment being terminated by the University for unsatisfactory performance, medical separation, serious or willful misconduct; or
f. where the position is declared redundant.

(11) In the circumstances described in clause 10(a) to (d) above, the payments or notice period that apply to a continuing staff member would apply to a fixed-term staff member. In the case of redundancy (clause 10(f) above), the staff member will be paid out the balance of the contract or receive 6 months' salary whichever is the greater.

Further Employment

(12) If the University decides to retain the same position, or a substantially similar position for a further term, employment in the position will be offered to the incumbent provided the incumbent:

a. has at least twelve (12) months continuous service in the same or substantially similar position at the contract end date; and
b. was appointed to the position by the University following a merit based selection process, and
c. has performed satisfactorily in the role.

Notice of Cessation or Revocation of Employment Upon Expiry of the Contract

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

Period of Continuous Service	Period Of Notice
less than 3 years	At least 2 weeks
3 years but less than 5 years	At least 3 weeks
5 years or over	At least 4 weeks

Over 45 years and greater than 2 years continuous service	Plus one additional week to the above
In circumstances where it is not possible to give the preceding notice due to external funding arrangement and this is advised in writing to the staff member	Earliest practicable date

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

a. advises those circumstances to the staff member in writing by the latest time at which the notice would otherwise be required to be given; and
b. gives notice to the staff member at the earliest practicable date thereafter.

(15) Staff may not be directed to take annual leave when they are serving a period of notice (of termination of employment).

Section 5 - Severance pay

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

a. the staff member is employed on a second or subsequent fixed-term contract to do work required for the circumstances described in clause 6(a) or (b) and the same or substantially similar duties are no longer required by the University; or
b. the staff member is employed on a fixed-term contract to do work required for the circumstances described in clause 6(a) or (b) and the duties of the kind performed in relation to work continue to be required but another person has been appointed, or is to be appointed, to the same or substantially similar duties.

Severance Payments for Eligible Fixed-term Staff

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

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

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

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

Entitlements and Calculation of Continuous Service

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

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

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

(23) For staff on fixed-term appointments, all annual leave will normally be taken within the period of the appointment (except during any period of notice), unless the relevant member of the Executive approves a recommendation from the nominated supervisor that the staff member cannot be released in order to clear part of, or all of, their leave during the term of the appointment.

Right of Application

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

Section 6 - Conversion from Fixed-term to Continuing Employment

(25) The provisions of this clause only apply to fixed-term staff appointed at Academic Levels A to C (inclusive) and to Professional Staff appointed up to HEW Level 10.

(26) If the University decides that a fixed-term position is to be made continuing, and a staff member has satisfactorily completed at least three (3) years of continuous service in that position (or equivalent) on two (2) or more fixed-term appointments, the staff member will be considered for appointment to the continuing position subject to the staff member:

a. having been originally appointed following open competitive selection; and
b. meeting the criteria for appointment to the University for the level of the position; and
c. being assessed as performing the duties of the position to a satisfactory standard.

(27) A satisfactory assessment includes the staff member's probation being confirmed, and/or incremental progression being awarded and/or the staff member performing the requirements of the role satisfactorily in the context of the position description and organisational and/or work area priorities.

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

Section 7 - Approvals

(29) A request to offer fixed-term employment must be submitted for approval by the appropriate delegated officer. Information on delegated officers for fixed-term employment approvals is available in the Delegations of Authority Policy and Register.

Section 8 - Revisions made to this Policy

(30) The revision table includes revisions up until this document was migrated into the new policy system. Any later revisions will show in the Status and Details tab.

Date	Major, Minor or Editorial	Description
11 Dec 2015	Major	Updated to incorporate the provisions of the Australian Catholic University Staff Enterprise Agreement 2013 - 2017
1 July 2019	Major	Updated to incorporate the provisions of the ACU Staff Enterprise Agreement 2017-2021 (Clause 6.7.2.4.) Procedural advice removed and included in new Employment of Fixed-Term Staff Procedure.
1 July 2020	Editorial	Updated to clarify annual leave during notice periods and for consistency with the Recreation Leave (including Annual Leave) Policy.
18 Jan 2021	Editorial	Updated to remove the reference to annual performance review.

(31) The University may make changes to this Policy and procedures from time to time to improve the effectiveness of its operation. In this regard, any staff member who wishes to make any comments about this Policy may forward their suggestions to People and Capability.

Section 9 - Further Assistance

(32) Any staff member who requires assistance in understanding this Policy should first consult their nominated supervisor who is responsible for the implementation and operation of these arrangements in their work area. Should further information or advice be required staff should visit Service Central.

Section 10 - Associated Information

(33) For related legislation, policies, procedures and guidelines and any supporting resources please refer to the Associated Information tab.

Status and Details

Status	Current
Effective Date	19th December 2023
Review Date	30th April 2024
Approval Authority	Vice-Chancellor and President
Approval Date	19th December 2023
Expiry Date	Not Applicable
Responsible Executive	Angelle Laurence Chief People Officer
Responsible Manager	Angelle Laurence Chief People Officer
Enquiries Contact	Bernardine Lynch ER and Safety Committees and Policy Officer People and Capability