43 MODES OF EMPLOYMENT

A fixed-term or continuing staff member may request to vary her/his mode of employment for a fixed period as agreed between the staff member and the supervisor. Requests to vary a staff member’s mode of employment must be considered for approval by the relevant Dean or Director.

43.1 Full-time employment

Full-time employment means all employment other than part-time employment. A staff member employed on a full-time basis will be required to work the hours as prescribed in sub-clause 36.1 [Work Cycle] and will be paid the full-time salary rate in accordance with Schedule 1.

A staff member may be employed full-time on either a continuing or fixed-term basis in accordance with Clause 44 (Categories of Appointment).

43.2 Part-time employment

Part-time employment means employment for a specified period of time where such time is less than the normal weekly ordinary hours specified for a full-time staff member and for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked. The minimum proportion of full-time applicable to part-time appointment is 0.2 of a full-time appointment (ie seven hours per week).

A staff member may be employed part-time on either a continuing or fixed-term basis in accordance with Clause 44 (Categories of Appointment).

Staff employed on a part-time basis will receive the salary and non-salary conditions of a full-time appointment calculated on a pro-rata basis.

43.3 Part-year employment

Part-year employment means employment for a specified period of time where such time is less than the ordinary weeks per year, and for which all entitlements are paid on a pro-rata basis calculated by reference to the time worked.

A staff member may be employed part-year on either a continuing or fixed-term basis.

Staff employed on a part-year basis will receive the salary and non-salary conditions of a full-time appointment calculated on a pro-rata basis.

A staff member employed on a part-year basis may elect to have his/her salary annualised in accordance with Clause 10.1.

44 CATEGORIES OF APPOINTMENT

UTS shall employ staff on terms that correspond with one or other of the types of appointment prescribed in this Clause. Nothing in this Clause, shall limit the number or proportion of staff that UTS may employ in a particular type of appointment.

Nothing in this Clause prevents a staff member engaging in additional work on a casual appointment in work unrelated to, or identifiably separate from, the staff member’s normal duties.

44.1 Continuing appointment

A continuing appointment is made for an indefinite period. A continuing appointment would be made where the nature of the work is on-going. A continuing appointment may be made on a full-time, part-time or part-year basis.
44.2 **Fixed-term appointment**

44.2.1 A fixed-term appointment is made for a specified term or ascertainable period. The contract for this employment 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 the employment will expire). During the term of employment, the contract is not terminable by the University, other than during a probationary period, or for cause based on unsatisfactory performance, misconduct or due to ill health in accordance with the relevant clauses in this Agreement.

44.2.2 For the purpose of determining the entitlements of staff employed on fixed-term appointments, breaks between fixed-term appointments of up to two times per year and of up to six weeks on each occasion shall not constitute breaks in continuous service.

44.2.3 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:

(a) to work on a specific task or project where a definable work activity has a starting time and which is expected to be completed within an anticipated timeframe;

(b) to perform work that is externally funded, where the funds are not part of the operating grant or from fees paid on behalf of or by students;

(c) to work in a research only role for a term of up to five years;

(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;

(g) to replace another staff member for a specified period while they are absent on leave, secondment or temporary transfer, or are undertaking higher duties, restricted duties, or have elected to work part-time for a specified period;

(h) to fill a vacant position pending recruitment action where the position has been advertised or approved for advertisement, in which case the replacement staff member may be employed for up to six months, with capacity for extension for a further period of up to six months;

(i) pursuant to a “pre-retirement contract” for a period of up to five years ending on the date on which the staff member has indicated that they intend to retire; or

(j) Enrolled students may be employed under a fixed-term appointment for work activity which is not described in the preceding sub-clauses of this sub-clause. The work shall be 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. Such fixed-term employment shall be for a period that does not extend beyond, or that expires at the end of, the academic year in which the person ceases to be a student, including any period that the person is not enrolled as a student but is still completing postgraduate work or is awaiting results.

44.2.4 Nothing in this clause affects the validity or operation of any fixed term contract that was entered into before the commencement of this Agreement. However, such fixed term
contracts may be renewed after the commencement of this Agreement only if they fall within one or more of the categories listed in sub-clause 44.2.3 (above).

44.3 Fixed Term Employment Conversion

44.3.1 Employees on a fixed-term contract may apply for conversion to ongoing employment subject to the following conditions:

(a) the University has determined that ongoing work of the same or substantially similar duties is available within the employees work unit; and

(b) the period of employment under fixed-term contracts has exceeded 3 years of continuous service and the employee has performed to a satisfactory standard for the duration of the term; and

(c) the contract is not funded by an external grant; and

(d) the current contract is the second or subsequent fixed-term contract for the employee; and

(e) the employee was originally appointed or subsequently appointed through a competitive selection process; and

(f) the conversion request is approved by the respective Dean/Director of unit.

44.3.2 The University will advise of the outcome and the reasons where an application for conversion to continuing employment has been declined.

44.3.3 Notwithstanding anything in this clause, the University at its discretion may at any time convert a fixed-term appointment to continuing employment.

44.4 Notice and Severance Pay

Fixed-term appointments may be subject to notice and/or severance pay in accordance with the following:

44.4.1 Provision of Notice

44.4.1.1 UTS will provide to a fixed-term staff member written notice of the intention to renew or not to renew employment upon expiry of the appointment in accordance with the following table.

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than three years</td>
<td>at least two weeks</td>
</tr>
<tr>
<td>Three years but less than five years</td>
<td>at least three weeks</td>
</tr>
<tr>
<td>Five years or over</td>
<td>at least four weeks</td>
</tr>
</tbody>
</table>

44.4.1.2 In addition to this notice, a staff member over the age of 45 years at the time of the giving of notice and with not less than two years continuous service shall be entitled to an additional week’s notice.

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

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

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

44.4.1.4 Except by reason of sub-clause 44.4.1.3 above, where employment is not renewed upon expiry of a fixed-term appointment and notice in accordance with the above cannot be provided, the University will provide pay in lieu of notice.
44.4.1.5 If the University decides to continue a position on a fixed-term basis, the incumbent staff member will be offered further employment in the fixed-term position if the staff member was employed through a merit selection process and there has been satisfactory performance in the position.

44.4.2 Severance pay

44.4.2.1 Subject to sub-clause 44.4.2.2, a staff member who:

(a) has been employed on a fixed term contract:
   (i) requiring them to work on a specific task or project; or
   (ii) that is externally funded; or
   (iii) to undertake research only functions

and

(b) seeks to continue the employment after the end of the specified term, task or project and is not offered further employment;

and

(c) whose contract is not renewed because:
   (i) in the case of a staff member employed on a second or subsequent fixed term contract, the same (or substantially similar) duties are no longer required by the University; or
   (ii) the duties of the kind performed in relation to the work continue to be required but another person has been appointed, or is to be appointed to the same (or substantially similar) duties;

will be entitled to severance pay in accordance with the following scale:

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Severance pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to the completion of two years</td>
<td>four weeks</td>
</tr>
<tr>
<td>Two years and up to the completion of three years</td>
<td>six weeks</td>
</tr>
<tr>
<td>Three years and up to the completion of four years</td>
<td>seven weeks</td>
</tr>
<tr>
<td>Four years and over</td>
<td>eight weeks</td>
</tr>
</tbody>
</table>

'Week’s pay' means the ordinary time rate of pay for the staff member concerned.

44.4.2.2 This severance benefit does not apply to fixed-term staff engaged on work activity that comes within the description of one or more of the following circumstances:

(a) as a replacement staff member or to fill an existing vacancy

(b) where recent professional practice is required

(c) a pre-retirement contract

(d) where employment is subsidiary to studentship

(e) a new or disestablished organisational area

(f) a convertible fixed-term employment.

44.4.2.3 Breaks between fixed-term appointments of up to two times per year and of up to six weeks on each occasion, will not constitute breaks in continuous service. Periods of approved unpaid leave will not count for service, but will not constitute breaks in service for purposes of this sub-clause.

44.5 Casual employment

44.5.1 Casual employment shall mean engagement of a staff member on an hourly basis at an hourly rate of pay. The casual employment rates specified in Schedule 2 include a loading.
in lieu of those agreement benefits for which casual staff are ineligible. Casual staff are not eligible for the following forms of leave:

- annual leave
- sick leave
- Christmas-New Year Leave
- paid parental leave
- personal leave
- community leave

44.5.2 The minimum period of engagement for a casual staff member will be three hours, regardless of whether there is a requirement to be in attendance for three hours of work, except for the following:

(a) a casual staff member who is a student (including post graduate students) and who is expected to attend the University on that day in his/her capacity of as a student shall have a minimum engagement of one hour. Without limiting the generality of this Clause, for the purpose of this Clause, 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.

(b) a casual staff member who has a primary occupation with another employer, or who has their primary occupation within the University in other than the casual employment in question, will have a minimum engagement of one hour.

(c) a casual staff member who, in order to meet his/her personal circumstances, requests and his/her supervisor agrees to an engagement for less than three hours.

44.5.3 Salary levels for casual staff will be determined on the basis of the appropriate classification descriptor for the duties expected of the casual staff member.