

# Appointments: Fixed-term Procedure

## 1 Purpose

**PLEASE NOTE: All human resource management policy instruments are currently under review to ensure alignment with the new Enterprise Agreement. Contact the People Portfolio for more information.**

To define the categories of engagement of Employees on a fixed-term appointment, including Procedures for, and conditions of, appointment.

## 2 Scope

This Procedure applies to all fixed-term positions.

## 3 Procedure Overview

This Procedure details the categories of fixed-term employment and outlines the appointment processes and conditions associated with a fixed-term appointment.

## 4 Procedures

### 4.1 Categories of appointment

A fixed-term Employee may be appointed for a specified term or ascertainable period subject to the termination, change and redundancy provisions of the Enterprise Agreement. These appointments will not normally be renewed and the Employee should not have any expectation of continuity of employment.

A fixed-term Employee may be engaged on either a full-time or a fractional basis.

A fixed-term Employee will receive the entitlements of a continuing Employee on a proportional basis determined by the employment period, except where stated otherwise in the Enterprise Agreement or by the superannuation trust deeds.

Delegates and Employees have an obligation to advise of any perceived, potential or actual Conflict of Interest that may undermine the application of natural justice and procedural fairness.

A fixed-term appointment may only be made under the following categories:

#### 4.1.1 Specific task or project

A specific task or project is a definable work activity with a start date and which is expected to be completed within an anticipated timeframe. Without limiting the generality of that circumstance, a specific task or project may 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.

#### **4.1.2 Research**

Research means work activity by an Employee engaged on primarily research functions for a contract period not exceeding five years. Research may also include work activities undertaken by an Employee between research contracts whilst external research funding grants are being considered, which would not normally exceed 12 months.

#### **4.1.3 Replacement Employee**

A Replacement Employee is one who is:

- undertaking work activity replacing a full-time or fractional Employee for a definable period for which the latter is either on authorised leave of absence or is temporarily seconded away from their usual work area; or
- 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, until a full-time or fractional Employee is engaged for the vacant position or vacant higher duties position as applicable.

Upon the notification of the return of the incumbent Employee due to unforeseen circumstances, including the early return of an Employee absent on parental leave, replacement Employees may be terminated with the provision of four weeks' notice.

In the event that the incumbent of a continuing position does not resume their substantive duties, the position will be deemed to be vacant and the University's competitive selection process will be utilised to fill the position.

#### **4.1.4 Recent professional practice required**

Where a curriculum in professional or vocational education requires that work be undertaken by a person who has recent practical or commercial experience, such a person may be engaged on a fixed-term appointment. Practical or commercial practice will be considered as "recent" only when it has occurred in the previous two years.

#### **4.1.5 Pre-retirement contract**

Where a full-time or a fractional Employee declares an intention to retire, the Employee may seek to enter into a fixed-term appointment for a period of up to five years.

#### **4.1.6 Studentship**

A fixed-term appointment may be adopted as the appropriate type of employment where a person is enrolled as a Student provided that:

- the work is normally within the Student's academic unit or an associated research unit of that academic unit; and
- the work activity is generally related to the degree program that the Student is undertaking within the academic unit.

Such employment:

- is 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
- will not be offered or made on the condition that the person offered the employment undertake the studentship.

#### **4.1.7 Employment aligned to strategic initiatives**

A fixed-term appointment may be offered where the University has a strategic need, and/or introduces a new area of activity which requires additional position(s) and there is a demonstrable special case that resources for the position cannot be guaranteed beyond the specified term of employment. Any use of fixed-term employment under this clause will be for a maximum period of three years and will be regularly reported to the Staff Consultative Committee.

#### **4.1.8 Disestablishment of an area**

Where an organisational work area consisting of at least three Employees (or in consultation with the relevant union(s) through the Staff Consultative Committee, fewer Employees) has been the subject of a Decision by the University to discontinue that work, fixed-term employment may be offered in that area for a maximum period of three years.

### **4.1.9 Apprenticeship or traineeship**

An apprentice or trainee employed pursuant to an apprenticeship or traineeship approved by the relevant State or Territory training authority. Applicable salary rates for apprenticeship or traineeships are outlined on the People Portfolio website.

## **4.2 Additional fixed-term contracts**

Under exceptional circumstances where the need arises for a fixed-term Employee to be offered another fixed-term contract of employment, following consultation with the Chief People Officer, and after considering whether or not the position should be converted to a continuing position in accordance with Section 4.4 Conversion to a continuing position, the Category 3 Delegate or above can approve a further fixed-term contract of employment. This additional fixed-term contract of employment will be offered if the incumbent's performance has been adjudged satisfactory through a comprehensive performance review process.

For Employees engaged on a 'specific task/project' or 'research' contract with more than 12 months service and who have had more than one fixed-term contract, the University will provide severance payment where eligible. The Termination of Employment Procedure contains more details on eligibility and payment of severance

## **4.3 Appointment process**

### **4.3.1 Positions of six months or less duration**

An appointment for up to six months may be made without advertising the vacancy or applying the University's selection Procedures.

Faculties and sections are encouraged to use the Casual and Short-Term Employment Pool administered by the People Portfolio as the source for fixed-term professional Employees. After consultation with the Chief People Officer and in the event that a suitable candidate is not able to be located from this pool, faculties and sections may contact the University's preferred external employment agency as an alternate supplier of fixed-term Employees.

Alternatively, faculties and sections can request that the People Portfolio arrange advertising of a fixed-term vacancy.

To make an appointment, the employing cost centre completes the Fixed-Term Appointment Request form and obtains approval from the Category 2 Delegate or above. The People Portfolio will process all request forms and issue contracts to the Employee.

The Employee is required to accept the conditions of employment as outlined in the contract by signing and returning to the People Portfolio, prior to the commencement of duties.

An Employee engaged on a fixed-term appointment will be provided with:

- documentation specifying the starting and finishing dates of that employment;
- the classification level and salary;
- the hours of work;
- the probationary period and terms (where applicable); and
- other main conditions of employment.

Irrespective of the source of funding (research grants etc.) all appointments will be made at step one of the classification level unless authorised by the Delegate.

#### **4.3.2 Positions of more than six months duration**

Appointments of more than six months will normally be preceded by advertising the vacancy and formal selection Procedures, unless approved otherwise by the Chief People Officer. An appointment of up to eight months for academic Employees may be made without advertising the vacancy or applying the University's selection Procedures.

The employing cost centre must first seek approval to advertise the position by completing the Request to Advertise and Business Case form which must be forwarded with the specified attachments to the People Portfolio.

The period of employment should reflect the project term in preference to multiple one year contracts, up to a maximum of three years. Appointment to senior positions may be for a period exceeding three years. The Procedures covering these appointments are outlined in the Appointments: Senior Positions Procedure.

In the case of research only appointments where a research project nominates specific persons, the Category 2 Delegate may approve, without prior advertisement, appointments up to five years. Appropriate documentation (including the research proposal), approval and details of the nomination must accompany the appointment recommendation.

Following approval the recruitment and selection process commences. Refer to the Recruitment and Selection Procedure for more information.

Appointments to fixed-term positions will be made by means of a written letter of engagement from the Chief People Officer detailing the terms of the appointment. The appointment will be subject to a written acceptance from the appointee.

The appropriate documentation including all required signatures must be completed prior to the Employee commencing duty. An Employee engaged on a fixed-term appointment will be provided with documentation specifying the starting and finishing dates of that employment; the classification level and salary; the hours of work; the probationary period and terms (where applicable); and other main conditions of employment.

Irrespective of the source of funding (e.g. research grants) all appointments will be made at step one of the classification level unless authorised by the Delegate.

## 4.4 Conversion to a continuing position

Prior to the expiration of a fixed-term appointment and following consultation with the Chief People Officer, the Delegate may approve the conversion of a fixed-term position to a continuing position where it is determined that there is an ongoing organisational need and budget allocation for the position on a continuing basis.

Where a fixed-term position is converted to a continuing position, the incumbent will be offered appointment on a continuing basis provided that:

- the Employee has performed satisfactorily in the position as determined through a comprehensive performance review; and
- the Employee was initially appointed to the University through a competitive selection process (in exceptional circumstances, the requirement to have been appointed to the University through a competitive selection process may be waived by the Chief People Officer).

The Delegate will also take into consideration that:

- the duties of the position remain substantially the same;
- the Employee has been in the position for a period of more than 12 months; and
- the Employee has completed a probationary period or has been employed for a period of at least equal to the probationary requirements. Where an Employee has served less than the probationary period, the incumbent may be offered a continuing appointment subject to probation with the length of probation reduced by the period of the fixed-term employment.

The Delegate will approve that the incumbent be offered a continuing appointment.

Appointments to continuing positions will be made by means of a written offer of engagement from the Chief People Officer detailing the terms of the appointment. The appointment will be subject to a written acceptance from the appointee.

Conversion does not apply to Employees appointed under the Appointment: Senior Positions Procedure.

## 4.5 Secondments

A continuing Employee may be appointed to a fixed-term position by secondment where there is agreement between the Employee, the Chief People Officer and the Delegate. A secondment will be on the understanding that the Employee may return to the position held prior to the secondment.

For more information, refer to the Appointments: Internal Transfer and Secondment Procedure.

## 4.6 Appointment conditions

### 4.6.1 Probation

Employees appointed on a fixed-term basis will normally serve an initial probationary period determined by the length of the fixed-term contract.

For more information, refer to Appointments: Probationary Procedure.

### 4.6.2 Leave arrangements

Fixed-term Employees must ensure that their annual leave is taken within the period of the contract. The Delegate must ensure that Employees on fixed-term contracts are given an opportunity to take all accrued annual leave prior to the expiry of the appointment. If this leave is not taken the department must pay the cash equivalent of the pro-rata annual leave due upon conclusion of the fixed-term contract.

### 4.6.3 Concurrent appointments

Where an Employee is required to do additional work (irrespective of whether the work is for another department) a variation to their terms of engagement will be made.

The Chief People Officer will advise the Employee, in writing, of the variation to their conditions prior to the additional work being carried out. Faculties or sections will be required to organise the payment of salaries where applicable.

## 5 Delegated Responsibilities

Approver	Level of Delegation
University Council	Approve recruitment action for, and fixed-term appointment to, the position of Vice-Chancellor.
Vice-Chancellor	Approve recruitment action for, and appointment to, fixed-term positions at Contracted Senior Executive level.

Category 2 Delegate or above	<p>Approve recruitment action for all fixed-term academic positions, and appointment to fixed-term positions of more than six months at academic levels A to E*.</p> <p>Approve conversion of a fixed-term Employee to a continuing appointment.</p> <p>Approve recruitment action for, and appointment to, fixed-term positions of more than six months at professional Employee levels 1 to 10*.</p> <p>Approve appointment to all fixed-term positions of six months or less at academic levels A to E, and professional Employee levels 9 to 10.</p> <p>Approve appointment to all fixed-term positions of six months or less at professional Employee levels 1 to 8*.</p>
<p>* Approval must be gained from the Delegate's Supervisor where the person being appointed is a close relative of the Delegate.</p>	

## 6 References

Nil.

## 7 Schedules

This procedure must be read in conjunction with its subordinate schedules as provided in the table below.

## 8 Procedure Information

<b>Accountable Officer</b>	Chief People Officer
<b>Responsible Officer</b>	Chief People Officer
<b>Policy Type</b>	University Procedure
<b>Policy Suite</b>	<a href="#">Recruitment, Selection and Appointment Policy</a>
<b>Subordinate Schedules</b>	



<b>Approved Date</b>	10/7/2020
<b>Effective Date</b>	10/7/2020
<b>Review Date</b>	3/4/2024
<b>Relevant Legislation</b>	<a href="#">Enterprise Agreement</a>
<b>Policy Exceptions</b>	<a href="#">Policy Exceptions Register</a>
<b>Related Policies</b>	
<b>Related Procedures</b>	<a href="#">Appointments: Contingent Funded Procedure</a> <a href="#">Appointments: Continuing Procedure</a> <a href="#">Appointments: Internal Transfer and Secondment Procedure</a> <a href="#">Appointments: Modes of Employment Procedure</a> <a href="#">Appointments: Probationary Procedure</a> <a href="#">Appointments: Senior Positions Procedure</a> <a href="#">Leave of Absence Procedure</a> <a href="#">Recruitment and Selection Procedure</a>
<b>Related forms, publications and websites</b>	<a href="#">People Portfolio Website</a> <a href="#">Request to Advertise and Business Case Form</a>
<b>Definitions</b>	<b>Terms defined in the Definitions Dictionary</b> <a href="#">Conflict of Interest</a> <p>If a University Member has an interest that conflicts or may conflict with the discharge of the University Member's duties the University Member should Declare the nature of the interest and the conflict to the University Member's Supervisor as soon as practicable after the relevant facts come to the University Member's knowledge and must not take action or further action relating to a matter that is or may be affected by the conflict until authorised. An Executive Leader may direct a University Member to resolve a conflict or possible conflict between an interest of the University Member and the University Member's duties. A reference to an interest or to a Conflict of Interest is a reference to those matters within their ordinary meaning under the general law, and, in relation to an interest, the definition in the Acts Interpretation Act 1954, Schedule 1, does not apply. A Conflict of Interest will arise when a University Member's Private Interests conflict with their duty to the University or to serve the public interest as a</p>

University Member. The risk of having a conflict of interest increases where a University Member's responsibilities include the authority to make decisions. A conflict of interest may be potential, perceived or actual - when a University Member is in a role where future decision making may be influenced by their Private Interests if a certain condition is fulfilled, they have a potential conflict of interest; a perceived conflict of interest arises where it appears that decisions a University Member make in the course of their University employment may be influenced by their Private Interests, whether or not this is in fact the case; an actual conflict of interest exists where a University Member's actions could be unduly, improperly or excessively influenced by their Private Interests. Serious misconduct can occur when a conflict of interest is concealed, understated, mismanaged or abused.

### [Decision](#)

A determination made by an Employee, contractor or other authorised delegate in the course of their duties on behalf of the University.

### [Delegate \(noun\)](#)

Delegate (noun) means the officer, Employee or committee of the University to whom, or to which, a delegation of authority has been made under this Policy.

### [Employee](#)

A person employed by the University and whose conditions of employment are covered by the Enterprise Agreement and includes persons employed on a continuing, fixed term or casual basis. Employees also include senior Employees whose conditions of employment are covered by a written agreement or contract with the University.

### [Procedure](#)

An operational instruction that sets out the process to operationalise a Policy.

### [Student](#)

A person who is enrolled in a UniSQ Upskill Course or who is admitted to an Award Program or Non-Award Program offered by the University and is: currently enrolled in one or more Courses or study units; or not currently enrolled but is on an approved Leave of Absence or whose admission has not been cancelled.

	<a href="#">University</a>  The term 'University' or 'UniSQ' means the University of Southern Queensland.  <a href="#">Enterprise Agreement</a>  University of Southern Queensland Enterprise Agreement 2023-2026.
	<b>Definitions that relate to this procedure only</b>
	<b>Supervisor</b>  Any person responsible for leading the activities of others. In the context of this Procedure, a Supervisor includes Employees at any classification level or title who have responsibilities for leading, managing or supervising work teams and/or individual Employees.
	<b>Keywords</b>  Fixed-term, appointment, categories of appointment, conditions of appointment, specific task or project, research, replacement Employee, pre-retirement, retirement, recent professional practice, apprenticeship, traineeship, current appointments, secondment, conversion, studentship, disestablishment
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