Continuing Contingent-funded Appointments

Establishment: 6 July 2011 (Enterprise Agreement 2010 - 2013)

Last Amended: 7 August 2014 - Enterprise Agreement 2014 to 2017

Nature of Amendment: Update to terminology

Date Last Reviewed:

Responsible Officer: Director, Human Resources

ENTERPRISE AGREEMENT 2014–2017, SCHEDULE 8 CONTINUING CONTINGENT-FUNDED APPOINTMENTS

1 [Definition] A continuing contingent-funded appointment is an appointment that has limited term funding provided from external sources, but not funding that is part of the operating grant from government or funding comprised of payments of fees made by or on behalf of students.

2 [Eligibility] A fixed-term staff member may apply for conversion to a continuing contingent-funded appointment where:

2.1 s/he has been employed continuously by the University for a period of at least three (3) years; and
2.2 s/he has performed at a satisfactory level; and
2.3 s/he is, or is about to be, employed on a second or subsequent consecutive fixed-term contract of employment; and
2.4 her/his employment has been and will continue to be for the circumstance(s) of “research” and/or “non-recurrent funding” as described in Schedule 9 (parts 2.2 and 2.3).

Notwithstanding the above, the University may, in its absolute discretion, offer a continuing contingent-funded appointment to a fixed-term staff member whether or not eligibility criteria 2.1 and 2.3 are met.

3. The following clauses in the Enterprise Agreement 2014-2017 will not apply to continuing contingent-funded appointments:
• A30 [Managing Change] when the funding that supports the position either ceases or becomes insufficient, causing termination of the contract as in Clause 5 of this Schedule;

• A35 [Redundancy];

• Schedule 9 [Fixed-Term Employment].

4 [Superannuation]

4.1 Staff members who are offered continuing contingent-funded appointments will be eligible for employer superannuation contributions on the same basis as staff on continuing appointments subject to the University being satisfied that full and adequate provision is included in the funding arrangements for the position such that the full employer contribution can be met from other than recurrent funds of the University.

4.2 It is intended that any increase in employer superannuation contributions is planned and therefore it is not the intention of this clause to require a change in superannuation arrangements part way through an externally funded contract.

4.2.1 The University will encourage applicants for funding to use their best endeavours to accommodate in future applications for funding the higher level of employer superannuation contribution referred to in Clause 4.1 and where successful, to pass this benefit on to the staff member on the continuing contingent-funded appointment.

5 [Termination of a continuing contingent-funded appointment] A continuing contingent-funded appointment may be terminated when:

5.1 the funding that supports the position ceases or is insufficient; or
5.2 the inherent nature of the work required has changed significantly and the skills and experience of the staff member will not enable her/him to complete the requirements of the position; or
5.3 termination is under the relevant probation or disciplinary provisions of this Agreement.

6 [Notice period] Where a staff member's employment is terminated under 5.1 or 5.2, the staff member will be provided with at least four (4) weeks’ notice of termination, or such notice as is provided for in the Fair Work Act, or in accordance with the staff member’s contract of employment, whichever is the greater.

The University may provide payment in lieu of all or part of the notice period.

7 [Severance pay entitlement] Where a staff member's employment is terminated under 5.1 or 5.2, severance will be payable unless the staff member has:

• resigned or declined further employment, or
• obtained further employment within the University.

7.1 [Severance pay rate] Where severance is payable, it will be calculated in accordance with the following table:

<table>
<thead>
<tr>
<th>Period of Continuous Service#</th>
<th>Severance Pay Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>at least 4 years but less than 5 years</td>
<td>8 weeks’ pay</td>
</tr>
<tr>
<td>at least 5 years but less than 6 years</td>
<td>10 weeks’ pay</td>
</tr>
<tr>
<td>Continuous Service</td>
<td>Payment</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>at least 6 years but less than 7 years</td>
<td>11 weeks’ pay</td>
</tr>
<tr>
<td>at least 7 years but less than 10 years*</td>
<td>12 weeks’ pay</td>
</tr>
<tr>
<td>10 years or more*</td>
<td>13 weeks’ pay</td>
</tr>
</tbody>
</table>

*note that the staff member becomes entitled to a pro-rata payment for long service leave at 7 or more years’ continuous service in accordance with the long service leave provisions of this agreement.

Inclusive of the staff member’s service in her/his preceding fixed-term appointment(s), subject to Clause 8

**Breaks in Service**

**7.2 [Timing of severance payment]** Where a staff member may be offered further employment in the University within six (6) weeks of the termination of the appointment, the severance payment may be delayed until after that six (6) week period has expired.

**8 [Breaks in service]** For the purposes of this Schedule only (i.e. for severance and notice periods), breaks between fixed-term appointments of up to two (2) times per year and of up to six (6) weeks will not constitute breaks in continuous service.

**9 [Effect of unpaid leave]** Periods of approved unpaid leave will not count for service, but will not constitute breaks in continuous service for the purposes of this Schedule.

**10 [Right of Refusal]** The University will not unreasonably refuse a staff member’s application to convert to a continuing contingent-funded appointment.

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**Procedures**

**1. Applications**

1.1 Where an eligible fixed-term staff member seeks conversion to a continuing contingent-funded appointment, s/he should forward an application, through the relevant supervisor and Executive Dean/Portfolio Head to the Director Human Resources.

1.2 Where applications are approved, the Director Human Resources will advise the staff member in writing of the terms and conditions of the continuing contingent-funded appointment.

**2. Superannuation**

The level of superannuation contributions to be offered will be in accordance with clause 4 of the Enterprise Agreement 2014-2017.

**3. Termination of Appointment**

3.1 It is the responsibility of the staff member’s supervisor to ensure that Human Resources is advised of any funding shortfall or change in duties/skills necessitating termination of the staff member’s appointment.
3.2 Where clause 5 of the policy is invoked, the Director, Human Resources will advise the staff member in writing of the reason(s) for the termination of the appointment and make arrangements for payment of any outstanding entitlements, where appropriate.

Related Links

[Employment - Academic Staff](Enterprise Agreement clause C2)