

Context and Purpose

This Procedure provides direction on the development and use of Workforce Planning contracts. Through the workforce planning process, where a continuing staff member declares their intention to retire, a Workforce Planning contract may be considered to provide managers and staff with employment flexibility.

This procedure applies to staff (excluding casuals) employed in accordance with the University of South Australia Enterprise Agreement 2023 (the Agreement).

The objectives of this Procedure are to:

- > identify circumstances where a Workforce Planning contract is appropriate;
- > ensure the application and approval process is fair and transparent;
- > outline the procedure for contract development and implementation;
- > assist managers to negotiate a Workforce Planning contract in a manner that meets the needs of both the University and staff member; and
- > communicate to staff the terms and benefits of Workforce Planning contracts.

The broad principles and approach embodied within this Procedure are as follows:

- > Workforce Planning contracts are negotiated on a case by case basis to support the workforce planning needs of the University.
- > Workforce Planning contracts are voluntary and are offered where the University can see a workforce planning benefit.

Responsibility

Line Manager / Supervisor

Responsibility for the application of this Procedure rests with the line manager / supervisor and the relevant Executive Dean, Executive Director, Director, or member of ELT.

Executive Director: People, Talent & Culture

The Executive Director: People, Talent and Culture is responsible to ensure these procedures are maintained and current.

Confidentiality

The terms of the contract are confidential between the parties and should not be communicated in any form to any person other than the staff member's agents, accountants or to the Australian Taxation Office.

Definitions

Industrial Instrument refers to the University of South Australia Enterprise Agreement 2023 (or any successor or replacement agreement) where applicable, and/or an applicable award under the Fair Work Act 2009 (Cth).

A. Application

1. A Workforce Planning contract is one in which a staff member elects to alter their employment relationship from continuing to a single, non-renewable fixed-term contract for a period of up to five years. Acceptance of this contract by the staff member constitutes an agreement to amend their employment status and separate from the University immediately upon completion of the contract.

2. In return for opting for a fixed term appointment, the staff member will receive a salary loading between 5% and 15% of their annual base salary (refer part C of this Procedure).
3. Workforce Planning contracts will only be entered into where the contract is in line with workforce planning needs of the local area. Examples may be:
 - 3.1. when it has been identified that an area or program has a limited life, and it would be beneficial to the University to retain the staff member for a defined timeframe;
 - 3.2. where a Research Institute, Academic or Professional Unit is undergoing or planning major workplace change;
 - 3.3. to enable career management, succession planning and the smooth transition of responsibilities and knowledge.
4. Benefits to staff include:
 - 4.1. enabling staff to plan for the future;
 - 4.2. receiving a salary loading in return for opting for a fixed term appointment.

B. Negotiation and Approval

5. Where a staff member signals their intention to retire, and there are valid reasons to support a Workforce Planning contract, a preliminary discussion with the staff member should occur, although this will not constitute a binding agreement. Such a discussion with the staff member should be approached sensitively and without prejudice.
6. If the staff member is interested in pursuing the option of a Workforce Planning contract, they should seek independent financial and superannuation advice, at the staff member's expense.
7. Where, following preliminary discussions, a staff member applies for a Workforce Planning contract, a business case must be developed in consultation with the relevant Strategic People Partner (People, Talent and Culture). The business case should be forwarded to the relevant head of Academic or Professional Unit or member of the Enterprise Leadership Team (ELT) for consideration and should address the following:
 - 7.1. workforce planning (including succession planning) considerations;
 - 7.2. how the proposed Workforce Planning contract is beneficial to the University;
 - 7.3. the length of contract and proposed loading;
 - 7.4. budgetary considerations;
 - 7.5. recreation and long service leave to be taken prior to the end of the Workforce Planning contract.
 - 7.6. in the case of imminent retirement, judgement should be exercised as to whether the contract and loading provides the University with value for money.
8. If the relevant head of Academic or Professional Unit or member of ELT supports the business case, it must be forwarded to the Executive Director: People, Talent and Culture for final approval (and to ensure the University is complying with the Procedure and audit requirements).
9. Once the business case is approved, a Workforce Planning contract can be created, approved and offered to the staff member. Any contract must include the details of the superannuable salary loading.

C. Workforce Planning Contract Loading

10. A Workforce Planning contract loading is expressed as a percentage of the staff member's base annual salary. The size of the loading varies depending on the contract length. As a guide the following may be used:

Length of contract	Guide to loading percentage
Less than 6 months	Workforce Planning contract may not be appropriate
6 – 12 months	12 – 15%
1 – less than 2 years	10 – 15%
2 – 3 years	Approx 10%
3 – 5 years	5 – 10%

D. Termination of a Workforce Planning Contract

11. A Workforce Planning contract can end by:
 - 11.1. the expiry date of the contract being reached;
 - 11.2. the resignation of the staff member before the completion of the contract; or
 - 11.3. the termination of the contract by the University prior to the expiry date in accordance with the University of South Australia Enterprise Agreement 2023.

E. Performance Development and Management

12. The University's Performance Development and Management process applies during the term of the Workforce Planning contract.

F. Other Conditions

Superannuation

13. Consideration of superannuation issues associated with Workforce Planning contracts is the responsibility of the staff member. The staff member should contact either the University's Consultant: Superannuation or the relevant superannuation fund directly for advice on how superannuation will be affected by the loading.
14. The agreed salary loading will be superannuable (where approved by the relevant superannuation fund) and thus subject to contributions from both the staff member and the University.
15. A Workforce Planning contract does not constitute a separation package for the purposes of superannuation or the applicable industrial instrument and/or contract of employment where applicable.
16. Please note: For members of the Super SA scheme, the loading may not be recognised unless the contract is for a period of five years, or the member has an aggregate of five years of contracts. Further information can be obtained by contacting the University's Consultant: Superannuation or Super SA.

Salary Sacrificing

17. A staff member's salary sacrificing arrangements will not be affected by entering into a Workforce Planning contract.

Leave

18. The staff member's acceptance of a Workforce Planning contract will not affect entitlement to accrue leave in accordance with the Agreement.
19. Periods of long service leave and/or recreation leave cannot be added to the end of the required work commitment, thus extending the term of the Workforce Planning contract solely for the purpose of exhausting all leave. This would incur unnecessary additional costs and risks to the University.

20. The manager, with agreement from the staff member, may elect to include one of the following options in the Workforce Planning contract:
 - 20.1. The staff member agrees to completely exhaust all recreation leave and long service leave accruals prior to the completion of the Workforce Planning contract; or
 - 20.2. The staff member elects specific dates to take leave during the contract period.
21. Outstanding accrued long service leave and recreation leave are paid to the staff member upon separation and therefore subject to the salary loading.

G. Reappointment

22. Subject to the approval of the Executive Director: People, Talent and Culture and upon agreement by both parties, a casual contract may be considered in exceptional circumstances and based on the needs of the University, and where a casual contract complies with the University's industrial obligations.

Related Documentation:

- > [The University of South Australia Enterprise Agreement 2023](#)
- > [Vice Chancellor's Authorisation Framework.](#)
- > [Remuneration and Reward Policy](#)
- > [Performance Management Policy](#)
- > [Performance Development and Management Framework](#)

Responsible Officer: Executive Director: People, Talent & Culture

Approving Authority: Vice Chancellor

Commencement Date: TBD

Review Date: TBD

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