

47. REDUNDANCY - ACADEMIC STAFF

47.1 This clause applies to eligible academic staff who were employed by the University in fixed-term or continuing employment immediately prior to the date this Agreement commenced to operate and who have continued to be employed by the University. Redundancy provisions applying to academic staff who commenced employment with the University on or after the date this Agreement commenced to operate are set out at Schedule 5A.

47.1A The University may decide to terminate the employment of one or more academic staff members in continuing employment for reasons of an economic, technological, structural or similar nature including:

- a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campus;
- a decision to cease offering or to vary the academic context of any course or subject or combination or mix of courses or subjects conducted on one or more campus;
- financial exigency within an organisational unit or cost centre;
- changes in technology or work methods; and/or
- relocation from the staff member's primary campus imposing major inconvenience to a staff member, eg. through additional travel.

47.2 The University will notify the staff member(s) concerned and, where the staff member chooses the staff member's Representative, and the NTEU (in circumstances where there is more than one affected staff member), in writing that their employment will terminate and will outline the reasons for the termination.

47.3 The period of notice of termination (inclusive of any contractual notice period) shall be 22 weeks:

Table H

Age	Notice Period
45 years and over	22 weeks
40-44 years	20 weeks
39 years or under	18 weeks

47.4 As soon as practicable after making the decision to terminate the University will give staff and, if the staff request, their Representative(s), an opportunity to consult with the University on measures to avert the termination or avert or minimise the effects of the termination.

47.5 Notwithstanding any other provisions of this Agreement, the University's obligation to consult in relation to termination of employment as a result of redundancy is covered exclusively by operation of this clause. The consultation obligations do not restrict the University's right to make decisions in accordance with this clause.

Early Separation and Option Period

47.6 Upon written notice of termination being given to the staff member a four-week "Option Period" will commence during which the staff member must indicate to the University that he/she wishes to:

- (a) Elect voluntary early separation, in which case ~~but subject to clause 47.8~~ the ~~termination redundancy~~ benefits will be paid in accordance with Table H as well as payment in lieu of any unexpired portion of four weeks from the staff member's date of receipt of the notice of termination until the date that he/she elects voluntary early separation; or,
- (b) Apply to the Vice-Chancellor for a review of the termination decision and/or to seek redeployment, under clauses ~~47.98~~ and ~~47.187~~ below.

Table IH – Voluntary Early Separation

Application	Maximum Entitlement
Payment in lieu of salary for the unexpired portion of the Option Period	4 weeks
Termination payment Payment equal to salary in lieu of the notice period under Table H clause 47.3	22 weeks
Severance-Termination payment at 3 weeks' pay for each year of completed service up to and including 15 years and 2 weeks' pay for each year of completed service thereafter	52 weeks
Payment on a pro-rata basis for long service leave, provided continuous service is 1 year or more	No Maximum

47.7 Payments referred to in Table I, other than the long service leave payment, will be calculated on the staff member's average fraction over his/her last five years of service or his/her fraction at the date of cessation of employment, whichever is the greater.

~~47.8 A staff member who is offered suitable alternative employment shall not be eligible for termination benefits under this clause, whether such offer is accepted or not.~~

Review

47.89 Concurrent with the notice period, a staff member who has received notification of termination may apply in writing to the Vice-Chancellor during the "Option Period" for a review of the decision to terminate his/her employment, on the grounds that fair process was not observed by the University in selecting the staff member for redundancy.

Review Committee

47.910 An application for a review will be referred to a Review Committee convened in accordance with clause 11, within 10 days.

47.119 The staff member and the Vice-Chancellor may choose to be assisted or represented by an agent of his/her choosing who is a staff member of the University (but not if such a person is a currently practising solicitor or barrister).

47.124 The Review Committee will consider:

- (a) whether a genuine decision was taken by the University that an academic position or positions should not be filled by anyone or that there was a staff member or members in a category surplus to the requirements of the University; and
- (b) whether fair and objective criteria were used to select staff to be identified as excess staff members; and
- (c) whether genuine and adequate consultation was entered into under clause 47.4 above.

47.4213 ~~Notwithstanding clause 11.2(g), if~~ the Review Committee does not complete its deliberations within three weeks after the referral, it must make application to the Vice-Chancellor for an extension of time, provided that any extension of time can not extend beyond the relevant notice period under 47.3 and no extension of the notice period under 47.3 will occur.

47.4314 The Review Committee will, after making a determination, submit a report and recommendations to the Vice-Chancellor within one week.

47.4415 Should the Review Committee determine that the University did not observe fair process, the Vice-Chancellor will take into account the findings of the Review Committee and determine an appropriate course of action including measures to avert or minimise the termination(s) and measures to mitigate the adverse effects of the terminations. Such measures may include redeployment, voluntary early retirement, secondments or offers of voluntary separation packages.

47.4516 The Vice-Chancellor's decision will be final and accepted by all parties, provided nothing in this clause 47.165 will be construed as excluding the jurisdiction of any court or tribunal which, but for this clause 47.165, would be competent to deal with the matter.

47.176 Where the Vice-Chancellor upholds the decision to terminate the staff member's employment, the provisions of clauses 47.224-47.254 below will apply.

Redeployment

47.4718 A staff member may elect, within the four-week "Option Period" to be considered for redeployment. The redeployment search period will be for a period of six weeks (in addition to the balance of the "Option Period") and will operate concurrently within the relevant notice period, referred to in clause 47.3 above.

47.4819 The redeployment procedures in clause 49 will then apply.

47.4920 Where an academic staff member is redeployed under this clause and as a consequence it is not reasonably practicable for the staff member to remain at his/her existing residence, payment may be authorised at the Vice-Chancellor's discretion as follows:

- (a) Reasonable costs incurred in the conveyance of the staff member and dependants including removal of furniture and personal effects.
- (b) Reimbursement of two-thirds of temporary accommodation expenses necessarily incurred in the course of relocation.
- (c) Reimbursement for the cost of storage of furniture and effects pending relocation and an incidentals allowance covering any additional depreciation and wear and tear on furniture and effects resulting from the relocation, the cost of the replacement or alteration of fittings, and the cost of utilities connections.

- (d) A property allowance for reimbursement of expenses incurred in the selling and/or buying of a dwelling-house as a consequence of the relocation.

Termination

- 47.2021 Should the staff member fail to elect any options as outlined above, the provisions of clause 47.243 below will apply.
- 47.2422 Should the staff member elect redeployment but is not able to be redeployed to a Suitable Vacant Position, or fail in his/her Review application, then at the completion of the redeployment or Review processes, the staff member and/or Head of Department may make written application to his/her Dean for the staff member to work out all or part of the remaining period of notice.
- 47.2223 If, in the opinion of the Dean, there are suitable duties for the staff member to be fully employed, the staff member may be permitted to work out the remaining period of notice. At the conclusion of the notice period, the staff member will become entitled to the following ~~severance~~ termination payment:

Table J

Application	Maximum Entitlement
Severance <u>Termination</u> payment at 3 weeks' pay for each year of completed service up to and including 15 years and 2 weeks' pay for each year of completed service thereafter	52 weeks
Payment on a pro-rata basis for long service leave, provided continuous service is 1 year or more	No Maximum

- 47.2324 If, in the opinion of the Dean, there is insufficient work available to occupy the time fraction on which the staff member is employed, the University may at any time during the notice period following failure of redeployment and/or review (where applicable), terminate the staff member's employment, in which case, the staff member will receive a lump sum termination payment equivalent to the entitlement under Table H and the payments will be calculated in the same way as Table H, except that any component of the termination payment equal to payment of salary in lieu of notice shall only be made for the unexpired portion of the notice.
- 47.25 Notwithstanding clause 47.23 or 47.24, a staff member who is offered sSuitable aAlternative eEmployment shall not be eligible for termination pay under Table H or Table J, whether such offer is accepted or not.
- 47.26 In the event that the University determines that a fixed-term staff member's position is redundant during the fixed-term, and the staff member's employment is terminated, the staff member will be entitled to 6 months' redundancy pay. The other provisions of this clause 47 will not apply to such staff member.

48. REDUNDANCY – PROFESSIONAL STAFF

- 48.1 This clause applies to eligible professional staff who were employed by the University in fixed-term or continuing employment immediately prior to the date this Agreement commenced to operate and who have continued to be employed by the University. Redundancy provisions applying to professional staff who commenced employment with the University on or after the date this Agreement commenced to operate are set out at Schedule 5B.
- 48.1A Where it appears to the Vice-Chancellor or nominee that a continuing professional staff member has become, or is likely to become excess to requirements due to changed circumstances, including changes in work methods, re-organisation, financial exigency, and/or introduction of new technology, the Vice-Chancellor or nominee shall advise the staff member or, where the affected staff member chooses, a Representative, at the earliest practicable time and provide the staff member with an opportunity to respond and make recommendations to avoid the redundancy and/or mitigate the effects of the redundancy. Where ~~a Suitable Vacant Position~~ Alternative Employment exists, the staff member shall be offered redeployment to this position in which case (subject to application of clause 48.4 by the University) this clause no longer applies.
- 48.2 Where a staff member is advised that he/she is excess to requirements, during the first four weeks following that advice, the staff member may elect to take a Voluntary Early Separation. A staff member who elects to take Voluntary Early Separation shall be entitled to a termination payment equal to salary for the balance of the four-week period and pay in lieu of salary for the relevant ~~notice period~~ severance provided in clause 48.4(a).
- 48.3 Where an excess staff member has not been redeployed or not accepted a Voluntary Early Separation, the Vice-Chancellor or nominee shall invite the staff member to be retrenched voluntarily, in which case the staff member shall have four weeks in which to accept the offer with immediate effect. Where a staff member accepts an offer of voluntary retrenchment that staff member shall receive termination pay:
- (a) payment in lieu of equal to salary for the unexpired portion of the four-week period; and
- (b) a sum equal to two weeks' salary for each completed year of continuous service, provided that the maximum ~~sum~~ payable shall be 48 weeks' salary and the minimum sum payable shall be four weeks' salary.

48.4 If at the expiry of two months from the date of advice issued to the professional staff member pursuant to clause 48.2 redeployment to a Suitable ~~Vacant Position~~ Alternative Employment has not occurred and the staff member has not taken a Voluntary Early Separation or has not accepted a voluntary retrenchment, then the Vice-Chancellor or nominee may exercise one of the following options:

- (a) Terminate the ~~employment of the~~ professional staff member, in which case ~~a professional the~~ staff member, shall receive the following termination payments ~~in lieu of salary~~, less any period which has elapsed since the notice provided under clause 48.2:
- | | | |
|-------|--|-----------------------|
| (i) | Where the staff member is 45 years of age or more or has at least 20 years' continuous service | 12 months' <u>pay</u> |
| (ii) | Where the staff member is 44 years of age | 11 months' <u>pay</u> |
| (iii) | Where the staff member is 43 years of age | 10 months' <u>pay</u> |
| (iv) | Where the staff member is 42 years of age | 9 months' <u>pay</u> |
| (v) | Where the staff member is 41 years of age | 8 months' <u>pay</u> |
| (vi) | Where the staff member is 40 years of age | 7 months' <u>pay</u> |
| (vii) | All other staff members | 6 months' <u>pay</u> |
- (b) Transfer the staff member to a Suitable ~~Vacant Position~~ Alternative Employment of equivalent grade and salary for which the staff member is suitable having regard to his/her qualifications and experience, in which case this clause no longer applies. Where such a transfer is rejected, the Vice-Chancellor or nominee may terminate the staff member on two weeks' notice and without payment of any ~~retrenchment~~ termination benefit.;
- (c) Transfer the staff member to a Suitable ~~Vacant Position~~ Alternative Employment of lower grading and maintain that professional staff member's former salary level and incremental progression, in which case this clause no longer applies.
- (d) Transfer the staff member to a position of lower grading without ongoing salary maintenance, in which case the professional staff member may:
- elect to remain in the new position and receive salary maintenance for a period calculated in like manner to the period in clause 48.3(b) based on length of service as at the date of transfer; or
 - within four weeks of the date of transfer elect to terminate his/her employment with immediate effect in which case the staff member shall receive a payment calculated in accordance with clause 48.3(b).

48.5 When employment is terminated pursuant to clause 48.3 or 48.4, the staff member shall receive payment in lieu of accrued long service leave provided that continuous service is one year or more.

48.6 A staff member who has been informed that he/she is excess to requirements shall be entitled to reasonable leave with pay to attend employment interviews. Where expenses to attend such interviews are not met by the prospective employer the staff member shall be entitled to reimbursement of reasonable travel and incidental expenses incurred in attending such interviews provided that not more than one day's paid leave or expenses shall be granted in respect of each interview.

48.7 This clause will not apply to casual professional and Teaching Associate staff members.

48.8 In the event that the University determines that a fixed-term staff member's position is redundant during the fixed term, and the staff member's employment is terminated, the staff member will be entitled to 6 months' redundancy pay.

SCHEDULE 5A – REDUNDANCY – ACADEMIC STAFF

1. The provisions of this Schedule apply to eligible academic staff who commenced employment with the University on or after the date this Agreement commenced to operate.

1A. The University may decide to terminate the employment of one or more academic staff members in continuing employment for reasons of an economic, technological, structural or similar nature including:

- a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campus;
- a decision to cease offering or to vary the academic context of any course or subject or combination or mix of courses or subjects conducted on one or more campus;

- financial exigency within an organisational unit or cost centre;
- changes in technology or work methods; and/or
- relocation from the staff member's primary campus imposing major inconvenience to a staff member, eg. through additional travel.

2. The University will notify the staff member(s) concerned and, where the staff member chooses the staff member's Representative, and the NTEU (in circumstances where there is more than one affected staff member), in writing that their employment will terminate and will outline the reasons for the termination.

3. The period of notice of termination (inclusive of any contractual notice period) shall be 22 weeks.

4. As soon as practicable after making the decision to terminate the University will give staff and, if the staff request, their Representative(s), an opportunity to consult with the University on measures to avert the termination or avert or minimise the effects of the termination.

5. Notwithstanding any other provisions of this Agreement, the University's obligation to consult in relation to termination of employment as a result of redundancy is covered exclusively by operation of this clause. The consultation obligations do not restrict the University's right to make decisions in accordance with this clause.

Early Separation and Option Period

6. Upon written notice of termination being given to the staff member a four-week "Option Period" will commence during which the staff member must indicate to the University that he/she wishes to:

- Elect voluntary early separation, in which case but subject to clause 8 of this Schedule the termination benefits will be paid in accordance with Table L as well as payment in lieu of any unexpired portion of four weeks from the staff member's date of receipt of the notice of termination until the date that he/she elects voluntary early separation; or,
- Apply to seek redeployment, under clause 9 of this Schedule below.

Table L – Voluntary Early Separation

<u>Application</u>	<u>Maximum Entitlement</u>
<u>Payment in lieu of salary for the unexpired portion of the Option Period</u>	<u>4 weeks</u>
<u>Termination payment equal to salary in lieu of notice period under clause 3 of this Schedule</u>	<u>22 weeks</u>
<u>Termination payment of 3 weeks' pay per year of completed service</u>	<u>52 weeks</u>
<u>Payment on a pro-rata basis for long service leave, provided continuous service is 1 year or more</u>	<u>No Maximum</u>

7. Payments referred to in Table L, other than the long service leave payment, will be calculated on the staff member's average fraction over his/her last five years of service or his/her fraction at the date of cessation of employment, whichever is the greater.

8. A staff member who is offered suitable alternative employment shall not be eligible for termination benefits under this clause, whether such offer is accepted or not.

Redeployment

9. A staff member may elect, within the four-week "Option Period" to be considered for redeployment. The redeployment search period will be for a period of six weeks (in addition to the balance of the "Option Period") and will operate concurrently within the relevant notice period, referred to in clause 3 of this Schedule above.

10. The redeployment procedures in clause 49 will then apply.

11. Where an academic staff member is redeployed under this clause and as a consequence it is not reasonably practicable for the staff member to remain at his/her existing residence, payment may be authorised at the Vice-Chancellor's discretion as follows:

- Reasonable costs incurred in the conveyance of the staff member and dependants including removal of furniture and personal effects.
- Reimbursement of two-thirds of temporary accommodation expenses necessarily incurred in the course of relocation.
- Reimbursement for the cost of storage of furniture and effects pending relocation and an incidentals allowance covering any additional depreciation and wear and tear on furniture and effects resulting from the relocation, the cost of the replacement or alteration of fittings, and the cost of utilities connections.

(d) A property allowance for reimbursement of expenses incurred in the selling and/or buying of a dwelling-house as a consequence of the relocation.

Termination

12. Should the staff member fail to elect any options as outlined above, the provisions of clause 15 of this Schedule below will apply.
13. Should the staff member elect redeployment but is not able to be redeployed to a Suitable Vacant Position, then at the completion of the redeployment processes, the staff member and/or Head of Department may make written application to his/her Dean for the staff member to work out all or part of the remaining period of notice.
14. If, in the opinion of the Dean, there are suitable duties for the staff member to be fully employed, the staff member may be permitted to work out the remaining period of notice. At the conclusion of the notice period, the staff member will become entitled to the following termination payment:

Table M

Application	Maximum Entitlement
<u>Termination payment of 3 weeks' pay per year of completed service</u>	<u>52 weeks</u>
<u>Payment on a pro-rata basis for long service leave, provided continuous service is 1 year or more</u>	<u>No Maximum</u>

15. If, in the opinion of the Dean, there is insufficient work available to occupy the time fraction on which the staff member is employed, the University may at any time during the notice period following failure of redeployment, terminate the staff member's employment, in which case, the staff member will receive a lump sum termination payment equivalent to the entitlement under Table L and the payments will be calculated in the same way as Table L, except that any component of the termination payment equal to payment of salary in lieu of notice shall only be made for the unexpired portion of the notice.
16. Notwithstanding clause 14 or 15 of this Schedule, a staff member who is offered suitable alternative employment shall not be eligible for termination pay under Table L or Table M, whether such offer is accepted or not.
17. In the event that the University determines that a fixed-term staff member's position is redundant during the fixed term, and the staff member's employment is terminated, the staff member will be entitled to 6 months' redundancy pay. The other provisions of this Schedule will not apply to such staff member.

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SCHEDULE 5B – REDUNDANCY- PROFESSIONAL STAFF

1. The provisions of this Schedule apply to eligible professional staff who commenced employment with the University on or after the date this Agreement commenced to operate.

- 1A. Where it appears to the Vice-Chancellor or nominee that a continuing professional staff member has become, or is likely to become excess to requirements due to changed circumstances, including changes in work methods, re-organisation, financial exigency, and/or introduction of new technology, the Vice-Chancellor or nominee shall advise the staff member or, where the affected staff member chooses, a Representative, at the earliest practicable time and provide the staff member with an opportunity to respond and make recommendations to avoid the redundancy and/or mitigate the effects of the redundancy. Where Suitable Alternative Employment exists, the staff member shall be offered redeployment to this position in which case (subject to application of clause 4 of this Schedule by the University) this clause no longer applies.

2. Where a staff member is advised that he/she is excess to requirements, during the first four weeks following that advice, the staff member may elect to take a Voluntary Early Separation. A staff member who elects to take Voluntary Early Separation shall be entitled to a termination payment equal to salary for the balance of the four-week period and salary for the relevant severance provided in clause 4(a) of this Schedule.

3. Where an excess staff member has not been redeployed or not accepted a Voluntary Early Separation, the Vice-Chancellor or nominee shall invite the staff member to be retrenched voluntarily, in which case the staff member shall have four weeks in which to accept the offer with immediate effect. Where a staff member accepts an offer of voluntary retrenchment that staff member shall receive a termination payment:
 - (a) equal to salary for the unexpired portion of the four-week period; and
 - (b) equal to two weeks' salary for each completed year of continuous service, provided that the maximum payable shall be 48 weeks' salary and the minimum sum payable shall be four weeks' salary.

4. If at the expiry of two months from the date of advice issued to the professional staff member pursuant to clause 2 of this Schedule redeployment to Suitable Alternative Employment has not occurred and the staff member has not taken a Voluntary Early Separation or has not accepted a voluntary retrenchment, then the Vice-Chancellor or nominee may exercise one of the following options:
 - (a) Terminate the employment of the professional staff member, in which case the staff member, shall receive termination payments equivalent to the following periods, less any period which has elapsed since the notice provided under clause 2 of this Schedule:

<u>Staff member's period of continuous service with the University</u>	<u>Severance payment</u>
<u>5 years or less</u>	<u>26 weeks' pay</u>
<u>6 years or less but more than 5 years</u>	<u>29 weeks' pay</u>
<u>7 years or less but more than 6 years</u>	<u>32 weeks' pay</u>
<u>8 years or less but more than 7 years</u>	<u>35 weeks' pay</u>
<u>9 years or less but more than 8 years</u>	<u>38 weeks' pay</u>
<u>10 years or less but more than 9 years</u>	<u>41 weeks' pay</u>
<u>11 years or less but more than 10 years</u>	<u>44 weeks' pay</u>
<u>12 years or less but more than 11 years</u>	<u>47 weeks' pay</u>
<u>13 years or less but more than 12 years</u>	<u>50 weeks' pay</u>
<u>More than 13 years</u>	<u>52 weeks' pay</u>

- (b) Transfer the staff member to Suitable Alternative Employment of equivalent grade and salary for which the staff member is suitable having regard to his/her qualifications and experience, in which case this Schedule no longer applies. Where such a transfer is rejected, the Vice-Chancellor or nominee may terminate the staff member on two weeks' notice and without payment of any termination benefit.

- (c) Transfer the staff member to Suitable Alternative Employment of lower grading and maintain that professional staff member's former salary level and incremental progression, in which case this Schedule no longer applies.

- (d) Transfer the staff member to a position of lower grading without ongoing salary maintenance, in which case the professional staff member may:

- (i) elect to remain in the new position and receive salary maintenance for a period calculated in like manner to the period in clause 3(b) of this Schedule based on length of service as at the date of transfer; or
- (ii) within four weeks of the date of transfer elect to terminate his/her employment with immediate effect in which case the staff member shall receive a payment calculated in accordance with clause 3(b) of this Schedule.

- 5. When employment is terminated pursuant to clause 3 or 4 of this Schedule, the staff member shall receive payment in lieu of accrued long service leave provided that continuous service is one year or more.
- 6. A staff member who has been informed that he/she is excess to requirements shall be entitled to reasonable leave with pay to attend employment interviews. Where expenses to attend such interviews are not met by the prospective employer the staff member shall be entitled to reimbursement of reasonable travel and incidental expenses incurred in attending such interviews provided that not more than one day's paid leave or expenses shall be granted in respect of each interview.
- 7. This Schedule will not apply to casual professional and Teaching Associate staff members.
- 8. In the event that the University determines that a fixed-term staff member's position is redundant during the fixed term, and the staff member's employment is terminated, the staff member will be entitled to 6 months' redundancy pay.

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