



Enterprise Bargaining Meeting 3

Wednesday 29 March 2017

10am – 4.00pm

Building EB, Boardroom (EB.2.23), Parramatta South campus

Attendees:

Professor Denise Kirkpatrick (Chair)

Professor Gregory Kolt

Professor Kevin Dunn

Susan Hudson

Natasha Maiolo

Clare Bockmann

Sonya O'Shanna (notes)

Dr David Burchell (NTEU)

Tamara Talmacs (NTEU)

Dr Terri Mylett (NTEU)

Rohan Giles (NTEU)

Leslie Cowles (NTEU)

Scott Pendlebury (CPSU)

Jen Mitchell (CPSU)

Lorraine Fordham (CPSU)

Carmel Votano (CPSU)

Michael Reolon (CPSU)

Agenda

1. Welcome – Professor Kirkpatrick

2. Clauses for discussion:
 - a. Probation
 - b. Superannuation
 - c. Terms of Engagement
 - d. Organisational Change
 - e. Redeployment and Redundancy

3. Clauses awaiting union feedback:
 - a. Policy
 - b. Fixed term severance pay
 - c. Annual leave
 - d. Sick leave
 - e. Parental leave

- f. Personal leave
- g. Long service leave
- h. Leave without pay
- i. Termination of employment

4. Next meeting

- a. Wednesday 12th April 2017

Professional Staff Agreement – current clause 13

1. PROBATION

(a) ~~This clause does not apply to casual Employees.~~

1.2 Probationary period

(a) ~~An ongoing Employee or a fixed term Employee on a contract for more than a year may be engaged subject to probation. The University may engage an Employee subject to a probationary period as follows:~~

(i) ~~fixed-term Employee engaged for 6 months or more – 6 months;~~

(ii) ~~fixed-term Employee engaged for less than 6 months – duration of the term;~~

(iii) ~~ongoing Employee – 6 months.~~

1.11.3 Extension of probationary period

(a) ~~Probation will be for an initial period of not more than 6 months. The University may extend an Employee's initial period of probationary period may be extended by the University for a further period of up to 3 months, provided that the total period is not more than 9 months, where if:~~

(i) ~~concerns about the Employee's performance are identified; or~~

(ii) ~~the Employee has been absent from the workplace for any reason to such an extent that it is has not been possible to assess their performance during the initial probationary period.~~

1.21.4 Review of performance during probationary period

(a) ~~At the mid point of the initial period of probation, a performance review will be conducted by the Employee's Supervisor to assess the Employee's performance by reference to the Employee's position description, the University's standards of conduct and progress toward the meeting of any special conditions in the letter of appointment. As part of the review, the Supervisor will meet with the Employee to discuss the Employee's performance. The Employee will be given a copy of the review report and have the opportunity to discuss with their Supervisor any problems that have been identified. During the probationary period, the Supervisor will meet with the Employee at least once a month to provide feedback to either:~~

(i) ~~confirm the Employee's progress; or~~

(ii) ~~identify any concerns about the Employee's performance and develop an appropriate plan for their resolution.~~

(b) ~~Where concerns are identified, the Employee will be given a reasonable opportunity to address them. The Supervisor must keep a written record of each meeting and provide a copy of this record to the Employee.~~

1.5 Termination of employment

- ~~(a) Subject to **subclause 1.4(b)**, the Employee's employment may be terminated at any time during the probationary period.~~
- ~~(b) If the Employee's employment is terminated, the Employee will be provided with one week's notice or payment in lieu.~~
- ~~(c) All actions of the relevant delegates under this clause and any applicable University policy will be final and not subject to further appeal, grievance, dispute, or challenge under this Agreement or University procedures. **Nothing in this clause, however, excludes the jurisdiction of any external court or tribunal which would otherwise be competent to deal with the matter.**~~
- ~~(a)~~
- ~~(b) Before the end of the initial probation period, the Supervisor will conduct a further review. As part of the review, the Supervisor will meet with the Employee to discuss the Employee's performance and any significant concerns and provide the Employee with an opportunity to comment. The review report will include a recommendation about whether the Employee's employment should be confirmed, terminated or probation extended for a further period to enable concerns identified in the report to be addressed. The Employee must sign on the report that they have read and noted it. A copy of the report will be given to the Employee.~~
- ~~(c) If probation is extended, there will be another review and report by the Employee's Supervisor before the end of the extended period. The Employee must sign on the report that they have read and noted it. A copy of the report will be given to the Employee.~~
- ~~(d) Notwithstanding any other provision of this Agreement, the employment of an Employee on probation may be terminated by the University at any time for Serious Misconduct (as defined by subclause 49.2(c)), with the Employee being given an opportunity to respond to any allegations before a decision to terminate is made.~~
- ~~(e) A recommendation in a review report to terminate employment must give reasons and be made to a person who has the delegated authority to terminate employment, but who is not the Employee's Supervisor.~~
- ~~(f) If a review report recommends termination, the Employee will be given 5 working days to respond to the recommendation and the Employee will be given all documentation on which the Supervisor has relied in making the recommendation.~~
- ~~(g) If the employment of an Employee on probation is to be terminated because of a review report recommendation, the Employee will be given 2 weeks' notice of termination.~~

Academic Staff Agreement – current clause 13

1. PROBATION

- (a) ~~Employees other than casual staff may be engaged subject to a period of probation. This clause does not apply to casual Employees.~~

1.2 Probationary period

- (a) ~~The University may engage an Employee subject to a probationary period of up to 2 years.~~

1.3 Extension of probationary period

- (a) ~~The University may extend an Employee's probationary period for a further period of up to 12 months if:~~

- (i) ~~Probation will normally be for an initial period of not less than 2 years, however a shorter period may be fixed having regard to the nature of the position and the Employee's performance in the role. In the event that concerns about an Employee's performance are identified; or~~

- (i) ~~during this initial period, it may be extended provided that the total probationary period does not exceed 3 years.~~

- (ii) ~~An Employee's probationary period may also be extended if the Employee has been absent from the work for any reason place to such an extent that it has not been possible to assess the Employee's their performance during the initial probationary period.~~

1.2

1.4 Review of performance during probationary period

- (a) ~~During the probationary period, the Supervisor will meet with the Employee at least once a month to provide feedback to either:~~

- (i) ~~confirm the Employee's progress; or~~

- (ii) ~~identify any concerns about the Employee's performance and develop an appropriate plan for their resolution.~~

- (b) ~~Where concerns are identified, the Employee will be given a reasonable opportunity to address them. The Supervisor must keep a written record of each meeting and provide a copy of this record to the Employee.~~

1.5 Termination of employment

- (a) ~~Subject to **subclause 1.4(b)**, the Employee's employment may be terminated at any time during the probationary period.~~

- (b) ~~If the Employee's employment is terminated, the Employee will be provided with one week's notice or payment in lieu.~~

- (a) ~~All actions of the relevant delegates under this clause and any applicable University policy will be final and not subject to further appeal, grievance.~~

dispute, or challenge under this Agreement or University procedures. Nothing in this clause, however, excludes the jurisdiction of any external court or tribunal which would otherwise be competent to deal with the matter.A Supervisor will:

- (i) ~~within 2 months of the Employee's commencement date (or as otherwise agreed with the Employee), meet with the Employee to participate in the career development planning and review process prescribed in clause 24: Academic Career Development, Planning and Review;~~
 - (ii) ~~during the probationary period, inform the Employee in writing of any performance concerns that have been identified, and the manner in which they are to be rectified; and~~
 - (iii) ~~advise the Employee of the requirements in relation to evaluation of teaching during probation.~~
- (b) ~~Any discussions held pursuant to this clause will be recorded in writing and copies retained by the Employee and the Supervisor.~~

Mid-point Review

- (c) ~~At the mid-point of the initial period of probation, a probation review will be conducted by an Employee's Supervisor to assess performance in terms of:~~
- (i) ~~performance and overall merit relative to the position classification standard of that level;~~
 - (ii) ~~the University's standards of conduct; and~~
 - (iii) ~~progress toward the meeting of any special conditions in the letter of appointment.~~
- (d) ~~The review will include discussion on progress against agreed expectations and development activities and will take into account any extenuating circumstances. If problems are identified, an agreed course of action will be developed and documented to assist the Employee to meet the requirements for confirmation of employment.~~
- (e) ~~The Supervisor will prepare a report on the mid-point review. The Employee will be provided with a copy of the report and will be given reasonable opportunity to provide a response in writing. The Supervisor's report and any response from the Employee will be forwarded to the Dean for assessment and endorsement.~~

Final Review

- (f) ~~No less than 1 month prior to the end of the initial probation period, a Supervisor will conduct a further review. As part of the review, a Supervisor will meet with an Employee to discuss the Employee's performance and any significant concerns and provide the Employee with an opportunity to comment.~~
- (g) ~~Following the final review meeting the Supervisor will provide a probation review report to the Dean recommending that an Employee's employment should be confirmed, terminated or probation extended for a further period to enable concerns identified in the report to be addressed.~~
- (h) ~~A Dean may decide to:~~
- (i) ~~confirm employment;~~

- ~~(ii) — extend probation for a further period; or~~
- ~~(iii) — recommend termination of employment to the Employment Executive Member.~~

Extension of probationary period

- ~~(i) — If probation is extended, there will be another review and report by the Employee's Supervisor no less than 1 month prior to the end of the extended period. The Employee must sign on the report that they have read and noted it. A copy of the report will be given to the Employee.~~

Termination of employment

- ~~(j) — The Dean will advise an Employee in writing of a decision to recommend termination of employment to the Employment Executive Member. The Employee will have 5 working days from the receipt of the advice to make a written request to the Dean for a review of the decision. If the Dean receives a written request from the Employee for a review of the decision, the Dean will refer the matter to a Probation Review Committee.~~

Probation Review Committee

- ~~(k) — Within 2 months of the commencement of this Agreement, a panel of Chairs will be established by the University by agreement with the Union ("**Panel**"). Chairs appointed to the Panel will have relevant experience and be independent.~~
- ~~(l) — Where a matter is referred to a Probation Review Committee, the Committee will be convened within 15 working days where possible. The Probation Review Committee will consist of three members as follows:
 - ~~(i) — a trained Employee of the University nominated by the University;~~
 - ~~(ii) — a trained Employee of the University who is nominated by the staff representatives on the Implementation Committee; and~~
 - ~~(iii) — an independent Chair selected from the Panel by the Vice Chancellor.~~~~
- ~~(m) — In the event that a Chair is selected by the Vice Chancellor pursuant to subclause 13.15(c) and the Employee reasonably believes that an alternate Chair should be selected due to, for example, the existence of a conflict of interest:
 - ~~(i) — the Employee will write to the Vice Chancellor within 3 working days of being notified of the Chair having being selected setting out the reasons why the Employee believes an alternate Chair should be selected; and~~
 - ~~(ii) — the Vice Chancellor may select an alternative Chair within a further 3 working days and notify the Employee accordingly.~~~~
- ~~(n) — A Probation Review Committee will consider a recommendation by the Dean to terminate employment together with any written response from the Employee and make a recommendation to the Employment Executive Member to:
 - ~~(i) — extend probation within the time limits provided by this clause (provided that extension of probation is not applicable with respect to a decision as to whether an Employee engaged on a fixed term research intensive contract is to be converted to ongoing employment);~~~~

- ~~(ii) confirm employment or, in the case of an Employee engaged on a fixed term research intensive contract, convert the Employee to ongoing employment; or~~
 - ~~(iii) terminate employment.~~
- ~~(o) Having considered the recommendation of a Probation Review Committee, the Employment Executive Member will decide to:~~
 - ~~(i) extend probation within the time limits provided by this clause (provided that extension of probation is not applicable with respect to a decision as to whether an Employee engaged on a fixed term research intensive contract is to be converted to ongoing employment);~~
 - ~~(ii) confirm employment or, in the case of an Employee engaged on a fixed term research intensive contract, convert the Employee to ongoing employment; or~~
 - ~~(iii) terminate employment.~~
- ~~(p) If the employment of an Employee on probation is to be terminated the Employee will be given the following notice of termination:~~
 - ~~(i) 6 months' notice for an ongoing Employee or for a fixed term Employee engaged for a period of 4 years or more; or~~
 - ~~(ii) 3 months' notice for a fixed term Employee engaged for a period of less than 4 years.~~
- ~~(q)(c) Notwithstanding any other provision of this Agreement, the employment of an Employee on probation may be terminated by the University at any time for Serious Misconduct (as defined by subclause 43.2(c)), with the Employee being given an opportunity to respond to any allegations before a decision to terminate is made.~~

Professional Staff Agreement – current clause 16

Academic Staff Agreement – current clause 17

1. SUPERANNUATION

1.1 Contributions to UniSuper for ongoing Employees

- (a) The University will make 17% employer superannuation contributions to UniSuper ~~for ongoing Employees in accordance with the relevant employer contribution levels as per the relevant Trust Deed and arrangements in place immediately prior to the commencement of this Agreement.~~
- (a)(b) If the scheme to which an Employee belongs requires them to make employee contributions, such contributions must be made from the Employee's salary.

1.2 Contributions to UniSuper for fixed-term Employees

- (b)(a) ~~For fixed-term Employees, the University will make 17% employer superannuation contributions to the relevant scheme for a fixed-term Employee subject to as follows the following:~~
- (i) ~~if the fixed-term Employee is on a second or subsequent first fixed-term contract with a term of 12 months or more, 17% employer superannuation contributions will be made from the date of commencement ("Second or Subsequent Contract"); or~~
 - (b)(ii) ~~if the fixed-term Employee is on a second or subsequent fixed-term contract that commenced immediately after expiry of the Employee's previous contract, 17% employer superannuation contributions will be made from the 12 month anniversary of the date of commencement.~~
 - (ii) ~~the Second or Subsequent Contract is for a term of 1 year or more;~~
 - (iii) ~~the Second or Subsequent Contract commenced immediately after the expiry of the Employee's previous contract; and~~
 - (iv) ~~if the Second or Subsequent Contract was in place as at the date of commencement of this Agreement, the contributions will be made from the date of commencement of this Agreement; or~~
 - (v) ~~if the Second or Subsequent Contract is entered into after the date of commencement of this Agreement, the contributions will be made from the date of commencement of the Second or Subsequent Contract.~~

1.3 Contributions for Employees who are members of State Schemes

- (c)(a) For Employees who are members of the State Superannuation Scheme or the State Authorities Superannuation Scheme (the "**State Schemes**"), the University will make employer superannuation contributions to the State Scheme to which the Employee belongs in accordance with the relevant employer contribution levels and arrangements in place immediately prior to the commencement of this Agreement, provided that the Employee is eligible to have employer superannuation contributions made on their behalf to their State Scheme and elects to do so.

- (b) The University will pay to UniSuper the Superannuation Guarantee employer contribution necessary to avoid the imposition of a surcharge for Employees that do not qualify for a higher employer contribution under subclauses ~~16.1 and 16.2~~ 1.1 and 1.3.

1.21.4 Contributions during unpaid maternity leave

- (a) If an Employee (other than a casual Employee) takes a period of unpaid maternity leave ~~without pay~~ in accordance with this Agreement, the University will make:
- (i) 17% employer superannuation contributions; or
 - (ii) employer superannuation contributions at the percentage rate at which employer contributions were being made when the Employee commenced maternity leave,

whichever is the lesser, for the first 3 months of the period of unpaid maternity leave ~~without pay based on~~ calculated at the Employee's Base Rate of Pay at the time at which the Employee commenced maternity leave. The pro-rata provisions in subclause 37.6 will apply.

Commented [NM1]: This is the subclause that provides pro rata paid maternity leave to employees with less than 12 months of service.

1.5 Flexibility in UniSuper contributions

- (a) Consistent with the UniSuper Trust Deed, an Employee may elect that the employer superannuation contribution be reduced for the Employee to the extent permitted by law, in which case the foregone part of the employer contribution will be payable to the Employee as additional Salary.
- (b) The University may also exercise its options under the terms of its participation in UniSuper for the 5% flexibility in coverage and/or contribution level. This 5% does not include any Employee who has elected to receive less than the 17% employer superannuation contributions to the extent permitted by the UniSuper Trust Deed.

Terms of Engagement (PSA Clause 12)

(Propose to delete this clause from the new agreement)

1. TERMS OF ENGAGEMENT

Information for Employees on Terms of Engagement

- 1.1 Employees will be provided with written confirmation of their employment category, classification, duties, hours of work, location, salary (or hourly rate in the case of casual employees), whether the position is full-time, part-time or casual and the name and position of their Supervisor. Employees will also be advised where further information on conditions of employment can be located.
- 1.2 Part-time Employees will also be notified of the percentage of the full-time load to be worked. Casual Employees additionally will be informed of the number of hours required or anticipated (where known), the provisions relating to conversion to continuing or fixed-term employment and details regarding the accrual of long service leave in respect of casual service with the University.
- 1.3 This information will be provided on appointment and when changes occur. Employees will also receive fortnightly statements of details of salary payments including gross salary, tax and other deductions, superannuation, allowances, loadings and overtime payments. Such statements may be issued in electronic form provided that alternative arrangements will be made for employees for whom access to electronic statements is not readily available.

Payment of Salaries

- 1.4 An Employee will be paid their salary plus any overtime and shift loadings fortnightly by direct deposit into a recognised financial institution nominated by the Employee.

Annualised Rates of Pay

- 1.5 The University and the Unions may agree to introduce annualised rates of pay for ongoing or fixed-term Employees as compensation for any shift loadings, overtime rates, payments for interrupted meal breaks, failure to receive the recognised breaks between the work of successive days and any other payment related to hours of work except for accommodation and meal allowances.
- 1.6 An annualised rate of pay will be:
 - (a) adjusted in line with any adjustment to salary; and
 - (b) be the basis for calculating all paid leave, superannuation and termination payments.

Terms of Engagement (ASA Clause 12)

(Propose to delete this clause from the new agreement)

1. TERMS OF ENGAGEMENT

Information for Employees on Terms of Engagement

- 1.1 Employees will be provided with written confirmation of their employment category, classification, duties, hours of work, location, salary (or hourly rate in the case of casual employees), whether the position is full-time, part-time or casual and the name and position of their Supervisor. Employees will also be advised where further information on conditions of employment can be located.
- 1.2 Part-time Employees will also be notified of the percentage of the full-time load to be worked. Casual Employees additionally will be informed of the number of hours required or anticipated (where known), and the provisions relating to conversion to continuing or fixed-term employment and details regarding any accrual of long service leave in respect of casual service with the University.
- 1.3 This information will be provided on appointment and when changes occur. Employees will also receive fortnightly statements of details of salary payments including gross salary, tax and other deductions, superannuation, allowances, loadings and overtime payments. Such statements may be issued in electronic form provided that alternative arrangements will be made for employees for whom access to electronic statements is not readily available.

Payment of Salaries

- 1.4 An Employee will be paid their salary fortnightly by direct deposit into a recognised financial institution nominated by the Employee.

Professional Staff Agreement – current clause 44

Academic Staff Agreement – current clause 38

1. ORGANISATIONAL CHANGE

(a) _____

1.1 Terms used in this clause

(b)(a) Employees are **directly affected** if ~~the proposed organisational~~ change is likely to have a significant impact on their work practices, working conditions and/or employment prospects.

(b) **Significant organisational change** may involve outcomes of the same level of consequence as, but not limited to:

(i) _____ termination of employment (including redundancy);

(ii) _____ changes to the composition or size of the workforce;

(iii) _____ closure of a University work unit/s;

(iv) _____ introduction of significant technological change;

(v) _____ changes to course or unit offerings which change the staffing profile required to teach and/or support the delivery of the course or unit or will significantly impact upon the workload of staff;

(vi) _____ significant changes to work practices, core duties and times and/or hours of operation of directly affected Employees' work units;

(vii) _____ relocating directly affected Employees to another campus; and

(viii) _____ a significant reduction in employment or significant adverse impact on employment opportunities (including redeployment).

(c) ~~For successful implementation of organisational change there needs to be consultation.~~ **Consultation** means:

(i) the sharing of relevant information with directly affected Employees and their Representative(s); Unions;

(ii) directly affected Employees being given the opportunity to express their views and ~~to~~ contribute in a timely fashion; and

(iii) the views of directly affected Employees and the their Representative(s) Unions being valued and taken into account by the University.

1.2 Representation

(d)(a) ~~A directly affected Employees directly affected who are members of the Unions party to this Agreement, may choose to seek the advice, representation and support of their Union during consultation~~ appoint a Representative for the purposes of this clause.

Commented [WSU1]: These provisions have been moved from other areas of the clause.

Commented [WSU2]: Defined to mean "a person, including an official of the relevant Union, nominated by an Employee to provide support and/or to make representations to the University on their behalf, and who is not a currently practicing solicitor or barrister in private practice."

~~1.2 Consultation on proposed organisational change~~ Security of employment is important for the University to function effectively, achieve its strategic goals and enhance quality, however the Parties recognise change as a normal activity within the operational context of the University.

~~1.3~~

- (a) The University will consult with Employees ~~who may be~~ directly affected by proposed significant organisational change, including those Employees on leave or secondment.
- (b) The process of academic planning, including decisions on the academic offerings of the University, do not require consultation under ~~the operation of this clause,~~ unless a decision ~~taken made~~ as part of academic planning leads to a proposal for significant ~~organisational~~ change.

~~1.4 Minor change~~

- ~~(a) The Parties acknowledge that many changes that take place in the workplace can be relatively minor and consequently~~ Minor change will be addressed at the ~~workplace local~~ level through ~~direct local~~ discussion with ~~individual~~ directly affected Employees ~~and/or the work unit.~~
- ~~(b) In cases of a proposed minor change, the~~ formal change process will not apply where if:
 - ~~(i) all Employees in a the relevant work area directly affected by minor change have been involved in discussion and consideration of the change;~~ and
 - ~~(ii) all of those the~~ Employees agree with the proposed ~~minor~~ change.
- ~~(c) If directly affected Employees advise the University, either directly or through their Union Representative, that they do not agree with the proposed minor change, the formal change process will then commence apply.~~

~~1.3.1.5 Discussions before a change proposal is developed~~

- ~~(a) If issues that may lead to organisational change arise, the University will discuss these with any directly affected Employees before developing a change proposal the University will discuss with directly affected Employees issues that might lead to change before developing a change proposal.~~
- ~~(a)(b) Such discussions may include the preparation of The University may make an issues paper which would be made available to directly affected Employees of the work unit prior to the development and release of a formal change proposal.~~

~~1.6 Developing a change proposal~~

- ~~(b) The following processes will be adopted when significant change is being proposed by the University.~~
- ~~(c)(a) The University will develop a written change proposal using the following template covering the following issues if significant organisational change is proposed.~~
- ~~(c) A change proposal will cover:~~

- ~~(ii)~~(i) type and nature of **the proposed** change;
- ~~(iii)~~(ii) reason(s) for the **proposed** change, including any financial reason(s);
- ~~(iv)~~(iii) current staffing profile and/or current location;
- ~~(v)~~(iv) proposed staffing profile **and proposed and** location changes;
- ~~(vi)~~(v) impact on Employees and their work in the affected work unit;
- ~~(vii)~~(vi) evidence to support **any** case for outsourcing;
- ~~(viii)~~(vii) any impact on Employees in another work unit;
- ~~(ix)~~(viii) any health and safety implications;
- ~~(x)~~(ix) any equity implications;
- ~~(xi)~~(x) financial impact; and
- ~~(xii)~~(xi) proposed implementation plan, including indicative timeframes and any transitional arrangements.

- ~~(d)~~(b) A change proposal will be sent to all directly affected Employees and **Unions of affected Employees their Representatives**, including **those any Employees on leave or secondment**, allowing at least 2 weeks for feedback.
- ~~(e)~~(c) As soon as practicable after the release of a change proposal, the University will consult with all directly affected Employees and **the relevant Union/s their Representative(s)**. Where practicable, consultation will take the form of face to face meetings.
- ~~(f)~~(d) Following consultation and taking into account feedback from directly affected Employees **and/or their Representative(s)**, the University will finalise the change proposal.
- ~~(g)~~(e) **During the consultation period, An Employee occupying a whose position is proposed to be discontinued may provide make a submission directly to the Vice-President (People and Advancement) requesting that a decision regarding the proposed discontinuation of their position be made Employment Executive within the consultation period about the proposed changes relating to the position they occupy. The Employment Executive will consider the Employee's submission and make a decision about the proposed discontinuation of the position within 7 days and advise the employee of the outcome of this review within 7 days.**

1.41.7 Distribution of final change plan

- (a) The University will distribute the approved final change plan, together with a Management Response document, to all directly affected Employees before implementing the plan.

1.51.8 Implementation of final change plan

- (a) The University will consult with directly affected Employees and **the Union their Representative(s)** about the process of **implementation of implementing, and transition to**, the change plan, including any measures **identified in subclause 44.19 that could be taken to mitigate any negative consequences for directly affected Employees.**

(b) ~~The University will use r~~ If a change plan involves a reduction in the number of ongoing Employees, the University will use the following measures to mitigate any negative consequences for directly affected Employees:

- (~~)~~ ~~natural attrition;~~
- (~~)~~ ~~voluntary conversion to a reduced employment fraction for an agreed fixed period or on a continuing basis;~~
- (~~)~~ ~~voluntary transfer to another work unit;~~
- (~~)~~ ~~voluntary secondment;~~
- (~~)~~ ~~pre-retirement contracts;~~
- (~~)~~ ~~voluntary position swaps;~~
- (~~)~~ ~~voluntary leave without pay;~~
- (~~)~~ ~~voluntary taking of long service leave.~~

~~(b)~~ Retrenchment will be used as a last resort after the University has explored the above options with directly affected Employees. When retrenchment is determined to occur, the University will make available, upon the request of an affected ongoing Employee, career transition services to an agreed service level upon request by an affected ongoing Employee.

1.61.9 Relocation

Commented [WSU3]: This has been moved – for discussion.

(a) If organisational change results in, following the approval to restructure their work unit, an ongoing or fixed-term Employee being placed in a position in the new structure at a different location from that of their previous position relocated to a different campus and this would result in an unreasonable increase in the Employee's travel time or costs, or create an unreasonable/unreasonably impact on the Employee's family responsibilities, the University will, if practicable, then consider any or all of the following relocation options if practicable:

- (i) voluntary swap with another employee/Employee in a similar position at a different location if the University agrees;
- (ii) flexible work practices, such as working at the new location for an agreed number of days per week;
- ~~(iii) working in the new location for a trial period; in the new location~~
- ~~(iii) with a review at the end of the trial period;~~
- (iv) telecommuting/working remotely for a trial period from another location with a review at the end of the trial period;
- (v) a combination of working in the new location and telecommuting remotely from another location with a review at the end of the for a trial period; or
- (vi) any other options suggested by the Employee, their Union Representative and the University.

- (b) Relocation options, other than a voluntary position swaps, will be reviewed after 3 months and either confirmed or, if the option proves unworkable or the relocation remains unreasonable for the Employee, the Employee will then become a displaced employee and [clause 46: Redeployment and Redundancy will apply](#).

1.71.10 Restructuring

~~(a) — Where the University undertakes restructuring, subclauses 44.19 to 44.28 of this clause will be followed in that order.~~

~~(b)(a) — Where~~ If a work unit is restructured, and:

~~(i) — a work unit is restructured; and~~

~~(ii)(i) — there are the same or fewer numbers of directly affected ongoing Employees as there are substantially the same positions in the new structure; and~~

~~(ii)(ii) — a position that is substantially the same as that previously held by a directly affected Employee exists in the new structure;~~

the Employee will be entitled to continue their employment with the University in that position.

~~(b)(b) — If a work unit is restructured and there are more directly affected ongoing Employees than there are substantially the same positions in the new structure, the University may call for expressions of interest in [voluntary](#) redundancy from directly affected ongoing Employees.~~

~~(d) — Within 20 working days of receiving an expression of interest in redundancy from an Employee, the University will advise the Employee in writing [as to whether or not a the Employee will be offered voluntary redundancy may be offered](#).~~

~~(c)(c) — If voluntary redundancy is offered to an Employee, [who expresses interest the conditions under then](#) [clause 46: Redeployment and Redundancy will then](#) apply.~~

~~(d)(d) — If after calling for expressions of interest in [voluntary](#) redundancy, there remain more directly affected ongoing Employees than there are substantially the same positions in the new structure, the University will [place the remaining Employees into fill](#) the positions using a merit-based selection process [es from among the group of directly affected ongoing Employees](#).~~

~~(e)(e) — A directly affected ongoing Employee who is not placed [in the new structure or successful in merit-based selection](#) will become an “**eligible Eemployee.**”~~

~~(f) — The University may place an eligible Eemployee in a new or vacant position in the new structure if:~~

~~(i) — the position is suitable; and~~

~~(ii) — the eligible Eemployee agrees to the placement, such agreement not to be unreasonably withheld.~~

A suitable position is one for which the eligible Eemployee possesses the necessary essential skills, qualifications and/or experience, or is likely to attain them following a reasonable period of retraining, and which is equivalent in salary to the eligible Eemployee's previous position. The process of placement will be supported by a centrally administered capability assessment process.

- (h)(g) If an eligible Employee agrees, the University may place them in a new or vacant position at a lower level in the new structure with Salary ~~maintained for all purposes at the level of their previous position~~ maintenance for 12 months, after which ~~it~~ the Employee's Salary will be reduced to the maximum salary step of the new position.
- (h)(h) If there are 2 or more eligible Employees being considered for placement in a suitable new or vacant position in the new structure, placement will be determined using a merit-based selection ~~will be followed to determine placement process~~.
- (h)(i) An eligible Employee who is not placed will become a displaced employee and the conditions in clause 46: Redeployment and Redundancy will apply.

Professional Staff Agreement – current clause 46

Academic Staff Agreement – current clause 40

1. REDEPLOYMENT AND REDUNDANCY

(a) ~~This clause does not apply to casual or fixed-term Employees.~~

1.2 Displaced Employees

(a) ~~Organisational change may result in an ongoing Employee becoming a being displaced employee because the University no longer requires the Employee's job to be performed by anyone due to changes in the University's operational requirements, in which case the procedures set out in this clause will apply. They are no longer able to be gainfully employed in the type of work in which they were engaged, provided that~~

Commented [WSU1]: In line with Fair Work Act definition of "genuine redundancy."

(b) ~~The University will:~~

(i) ~~discuss with a displaced Employee their options regarding redeployment or redundancy; and~~

(ii) ~~pro-actively case manage and consult with the displaced Employee.~~

(a) ~~The University will provide displaced employees with an Employee is not displaced if there are minor changes to the job or where there are changes to duties in accordance with the multi-skilling provisions contained in clause 27: Career Planning and Development.~~

~~Where positions are identified as discontinued in Organisational Change, affected position holders will have access to calculations of their estimated redundancy entitlements including taxation, and annual and long service leave entitlements.~~

~~Where a directly affected Employee expresses an interest in voluntary redundancy and that interest is approved for consideration by the Dean or Director of the School or work unit, a detailed estimate of the Employee's redundancy entitlements including taxation, annual and long service leave entitlements will be provided by the University.~~

(b) ~~The University will advise a directly affected Employee in writing if they are displaced, giving them details of their redundancy payment including taxation, together with their annual leave and long service leave entitlements.~~

(c) ~~The University will fulfil its obligations to displaced Employees under the relevant provisions of the Act, including mitigating the likelihood of retrenchment (where practicable) within the provisions of this Agreement and where appropriate, in relation to the Employee's stated wishes, the University will:~~

(d)

(e) ~~discuss with a displaced Employee their options regarding redeployment or redundancy; and~~

(f)(c) ~~pro-actively case manage and consult with the displaced Employee.~~

1.3 Support for displaced Employees

- ~~(g)~~(a) The University will provide the following support to displaced Employees:
- (i) professional assistance in applying for positions, interview techniques and career planning;
 - (ii) professional counselling; and/or
 - (iii) job search and career transition management services ~~(which may include relevant and specifically targeted short-term training programs).~~
- ~~(h)~~(b) If the University proposes transferring to transfer an ongoing or fixed-term Employee ~~from the University~~ to another employer, the following conditions will apply:
- (i) no Employee will be forced to transfer to another employer; and
 - ~~(ii)~~ if an Employee wishes to remain with the University, the Employee will have access to the redundancy and redeployment provisions contained in this clause;
 - ~~(iii)~~(ii) ~~if an Employee wishes to move to an outside organisation, the University will facilitate the move on a short-term trial or secondment, during which time the University will maintain the Employee's conditions of employment as per this Agreement. The Employee will have access to the redundancy and redeployment provisions contained in this clause at the end of the short-term trial or secondment if the short-term trial or secondment does not result in the Employee being employed by the outside organisation.~~

1.4 Consideration period

- (a) The University will give a displaced Employee 10 working days to:
- (i) elect in writing to be considered for redeployment; or
 - (ii) express an interest in voluntary redundancy.
- (b) If a displaced Employee does not make an election within the required timeframe, and there are no obvious positions into which the Employee could be redeployed, the University may proceed directly to redundancy.
- (c) If an Employee is on secondment at the time their substantive position is discontinued, the Employee will be required to make an election under subclause 1.4(a) at that time. The Employee may elect:
- (i) voluntary redundancy, which will then take effect in accordance with subclause 1.7(c);
 - (ii) redeployment, in which case the redeployment period will commence from the date of election in accordance with subclause 1.5(b); or
 - ~~(iv)~~(iii) redeployment into their seconded position, however if they do so, the redeployment and redundancy provisions prescribed by this clause will not apply at the conclusion of the secondment.

1.31.5 Redeployment

- (a) ~~Within 10 working days of receiving advice that they are displaced, a~~ displaced Employee may elects in writing to be considered for redeployment. t-

Their election must include a curriculum vitae to assist in the redeployment process.

Redeployment period

~~(a)~~(b) For 12 weeks from the date ~~that on which~~ a displaced Employee elects ~~to be redeployed~~ redeployment, the University will try to identify a suitable position for redeployment (the **redeployment period**). ~~A longer redeployment period may be agreed to by the University. The University may agree to a longer or shorter redeployment period.~~

~~(b)~~(c) A displaced Employee who elects redeployment and who:

(i) is displaced through a decision by the University to outsource the ~~Employee's~~ work; and

(ii) is aged 45 years or over, or has ~~in excess of more than~~ 15 years of ~~e~~Continuous ~~S~~service ~~with the University~~;

will be entitled ~~to an extra additional~~ 4 week ~~period of redeployment~~ redeployment period, ~~unless the Employee elects to waive this additional period.~~

~~(d)~~ During the redeployment period, a displaced Employee:

~~(i)~~ may continue to work in their own work unit, and/or work temporarily in another work unit, and/or undertake training. ~~They; and~~

~~(iii)~~(ii) will be given reasonable paid time off work to attend job interviews or ~~undertake~~ other job search activities.

~~(e)~~(e) The University will keep a register of displaced Employees and examine all vacant positions before advertising to determine whether there is a displaced Employee suitable for appointment.

~~(d)~~(f) A displaced Employee who has elected redeployment and ~~who~~ has the essential skills and qualifications to fill a suitable vacant position takes precedence over other persons in appointment to that position.

~~(e)~~(g) If there is more than one displaced Employee being considered for a position, the University will decide which ~~Employee one~~ best meets the position requirements based on their skills, qualifications and experience.

~~(f)~~(h) A displaced Employee seeking redeployment may also seek retraining to enable them to be redeployed to a specified position within the University.

~~(g)~~(i) The University is committed to providing reasonable time and resources for retraining.

Offers of redeployment

~~(h)~~(j) A displaced Employee who elects redeployment must not refuse a reasonable offer of redeployment or training. ~~however t-~~ This does not mean ~~that~~ the Employee will be required to accept redeployment to a position at a lower salary level or at reduced hours.

~~(i)~~(k) A displaced Employee who accepts redeployment to a position at a lower Salary level is entitled to ~~Salary~~ maintenance ~~of their previous Salary level for a period~~

of 12 months. ~~At the end of this period, after which~~ their Salary will be reduced to the maximum salary step of the new position.

1.41.6 Retrenchment

- (a) A displaced Employee who has elected redeployment will not be retrenched if there is a body of work being performed by a casual Employee(s) that could be reallocated to ~~them the displaced Employee~~ as an ongoing full-time or part-time workload, provided that the displaced Employee:
- (i) ~~the displaced Employee~~ must be suitably qualified and have the capacity to perform the work; and/or
 - ~~(ii)~~ (ii) could be retrained within a reasonable period of time to perform the work.
- (b) If ~~at the end of the redeployment period at the end of the redeployment period or period of retraining, a displaced Employee who has elected redeployment is not redeployed, they the Employee~~ will be retrenched and ~~will be~~ entitled to:
- (i) payment equal to 8 weeks at the Employee's Base Rate of Pay; and
 - (ii) payment equal to 3 weeks at the Employee's Base Rate of Pay for each completed year of eContinuous sService, up to a maximum of 60 weeks.
- (c) If a retrenched Employee ~~was, as described in subclause 46.24 above is displaced as a result of outsourcing, the following entitlements will apply in lieu of the entitlements described in subclause 46.24~~ they will be entitled to:
- (i) payment equal to 8 weeks at the Employee's Base Rate of Pay. This payment will be increased to ~~payment equal to 10 weeks at their Base Rate of Pay if the Employee is aged 45 years or older, or has in excess of more than 15 years of e Continuous S service with the University;~~ and
 - (ii) payment equal to 4 weeks at the Employee's Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks.

1.51.7 Redundancy

- (a) ~~Within 10 working days of receiving advice that they are displaced, an Employee will advise the University whether they elect redundancy.~~
- ~~(b)~~ (a) If a displaced Employee ~~who~~ elects redundancy, they should seek independent advice on taxation and superannuation.
- ~~(c)~~ (b) A displaced Employee who elects redundancy will be entitled to:
- (i) a notice payment equal to 20 weeks at the Employee's Base Rate of Pay; and
 - (ii) payment equal to 3 weeks at the Employee's Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks; or

(iii) where the Employee is displaced as a result of outsourcing, payment equal to 4 weeks at ~~their~~ ~~the Employee's~~ Base Rate of Pay for each completed year of Continuous Service, up to a maximum of 60 weeks.

~~(d)~~(c) A displaced Employee who elects redundancy will cease to be employed 10 working days after advising the University of their election, or at another date agreed between the Employee and the University.

1.61.8 Funding for Redeployment, redundancy, and retrenchment

(a) The funding for retraining, redeployment, redundancy and retrenchment will be from a central University fund or provisioning provided for by the relevant Division, School, Unit or Centre budget.