

6. Leaving Employment at Macquarie

6.1 Pre-retirement Contracts

- 6.1.1 The University and a Staff Member may agree to enter into a pre-retirement contract that will expire on a mutually agreed date. Such contracts will be made in accordance with University requirements in place from time to time.
- 6.1.2 If a Staff Member enters into a pre-retirement contract, it will be on the basis of a fixed-term contract with no expectation of further employment at the cessation of the contract.
- 6.1.3 Clause 3.7.9(b) will not apply to the termination of contracts made under this clause.
- 6.1.4 A Staff Member, who accepts the offer of a pre-retirement contract, will not be eligible for a severance or redundancy payment prior to entering a contract made under this clause or on cessation of the pre-retirement contract unless such payments are specified in the pre-retirement contract.
- 6.1.5 It is the Staff Member's responsibility to seek independent financial advice.

6.2 Redundancy, Redeployment and Retrenchment

Voluntary Redundancy

- 6.2.1 Where it has been decided to make one or more positions redundant in an area as a consequence of the Managing Change process (clause 4.14) the University may invite Staff Members to apply for voluntary redundancy.
- 6.2.2 Individual Staff Members will have 6 weeks from the date of the invitation to submit an application for voluntary redundancy to the University.
- 6.2.3 The University may reject any applications for voluntary redundancy where it considers that the position is necessary to its ongoing operations.
- 6.2.4 Where the University accepts an application for voluntary redundancy, the University will consult with the Staff Member and agree on the final date of employment.

Voluntary Redundancy Benefit

- 6.2.5 The amount paid for voluntary redundancy will consist of:
 - (a) a lump sum payment of 20 weeks salary;
 - (b) an additional lump sum calculated on length of Continuous Service with the University (see table in clause 6.2.17) (with the total amount payable under (a) and (b) not exceeding 72 weeks pay); and
 - (c) all entitlements for accrued annual and long service leave.
- 6.2.6 All payments for voluntary redundancy will be calculated at the Staff Member's ordinary rate of pay (excluding loadings) at the date of cessation.

Redundancy, Redeployment and Retrenchment

- 6.2.7 Where it has been determined to make specific positions redundant as a consequence of the Managing Change process (clause 4.14) the University will inform affected Staff that if redeployment is not possible they will be retrenched.
- 6.2.8 The University will provide 6 months notice of its intention to retrench the Staff Member. The Staff Member may seek a review of the University's decision in accordance with clauses 6.2.20 to 6.2.25 (Redundancy Review).

- 6.2.9 The University will pay for up to two counselling sessions from an independent financial advisor nominated by the University for a Staff Member whose position has been made redundant.
- 6.2.10 The University will take all reasonable steps during the notice period to identify positions to which the Staff Member may be redeployed.
- 6.2.11 Where the University identifies a position that may be suitable, it will:
- (a) review the skills needed to perform the essential requirements of the position;
 - (b) assess if the Staff Member has the necessary skills or is able to be retrained to perform in the position; and
 - (c) where it is assessed that the Staff Member is able to be retrained, provide such training as is necessary.
- 6.2.12 The Staff Member will not refuse a reasonable offer of redeployment or training.
- 6.2.13 Where a Staff Member is redeployed to a lower classified position, the Staff Member will receive maintenance of salary payments from the date of transfer for a period of 12 months. The salary maintenance will not include payment of Allowances that were particular to the previous position and not relevant to the new position.
- 6.2.14 If at the end of the 6 months notice period the University has been unable to redeploy the Staff Member then, as a last resort, the Staff Member's employment will be terminated and the retrenchment benefit paid.
- 6.2.15 If requested by a retrenched Staff Member, the University will provide a letter certifying that he/she is the occupant of a position deemed to be surplus to the requirements of the University.
- 6.2.16 A Staff Member will be allowed up to one day's time off without loss of pay for each week of notice to attend necessary employment interviews. The Staff Member, at the request of the University, will be required to provide proof of attendance at an interview or payment will not be made for the time absent.

Retrenchment Benefit

- 6.2.17 A Staff Member who is retrenched will be entitled to the following payments:
- (a) Payment in respect of Continuous Service with the University as follows provided that the total payment does not exceed the equivalent of 52 weeks pay.

| Period of Continuous Service | Severance Pay |
|-------------------------------------|---|
| Less than 1 year | 4 weeks pay |
| 1 year and less than 2 years | 8 weeks |
| 2 years and less than 3 years | 12 weeks |
| 3 years and less than 4 years | 15 weeks |
| 4 years and less than 5 years | 18 weeks |
| After 5 years | 18 weeks plus 2 weeks' pay for each additional year of Continuous Service or pro-rata for part thereof. |

- (b) Entitlement in the form of accrued annual and long service leave. For a Staff Member with more than 5 years Continuous Service but less than 10 years, a proportionate entitlement will be paid in respect of long service leave.

Payment will be at the Staff Member's ordinary rate of pay (excluding loadings).

- 6.2.18 If, during the period of notice, a Staff Member, whose position has been made redundant under clause 6.2, resigns their employment or agrees that redeployment is not an option, they will still be entitled to payments under clause 6.2 plus a payment for the balance of the notice period or 4 weeks pay whichever is the lesser.

Re-employment after Redundancy or Retrenchment

- 6.2.19 A Staff Member who has received a Voluntary Redundancy or a Retrenchment package will not be re-employed in any capacity, by the University, within two years of the last day of duty of the Staff Member. Re-employment in the work unit from which the Staff Member was made redundant or retrenched is precluded for a period of three years.

Redundancy Review

- 6.2.20 A Staff Member who elects to seek a review of the decision to declare his/her position redundant must apply to the Director, Human Resources within 7 working days of receipt of the redundancy notice.
- 6.2.21 On receipt of a request for a Review the Director, Human Resources will establish a Redundancy Review Committee (**RRC**). The RRC will comprise:
 - (a) a Chair appointed by the Vice-Chancellor from a pool agreed between the Vice-Chancellor and the Chair of the SCG. The Chair will be external to the Staff Member's Division/Office or may be external to the University;
 - (b) one Staff Member appointed by the Vice-Chancellor; and
 - (c) one Staff Member selected by the affected Staff Member from the pool of Staff elected for this purpose.
- 6.2.22 The RRC will be convened within 10 working days of the request for review being received by the Director, Human Resources. The RRC's role will be to review documentation relevant to the decision to declare a position redundant and report whether:
 - (a) fair and objective criteria were used to identify the redundant position; and
 - (b) in the case of more than one redundancy, the University acted fairly and properly in the selection of Staff against the criteria.
- 6.2.23 The RRC:
 - (a) will allow the Staff Member and/or, if they so choose, their Staff representative to address the reasons for requesting a review, to respond to any documentation before the RRC and to answer any questions from the RRC;
 - (b) may seek further material and meet with other Staff or representatives of the University it considers necessary.
- 6.2.24 The RRC will provide a report of its findings to the Director, Human Resources who will forward the report and associated materials to the appropriate Deputy Vice-Chancellor or equivalent for consideration and decision.
- 6.2.25 The Deputy Vice-Chancellor or equivalent may:

- (a) request the Head reconsider the criteria used to identify redundant positions;
- (b) review the Staff chosen for retrenchment; and/or
- (c) confirm that the redundancy and retrenchment will proceed as advised.

6.3 Termination of Employment

6.3.1 All decisions to terminate the employment of a Staff Member will be made in accordance with the relevant clauses in this Agreement.

Provision of Notice

6.3.2 The University will not terminate the employment of a Staff Member without providing appropriate notice or pay in lieu as per the relevant clauses of this Agreement or letter of appointment, except in the case of serious misconduct (see clause 4.21).

6.3.3 The period of notice (or pay in lieu of such notice) will be as set out below:

| Length of Continuous Service | Period of Notice |
|-------------------------------------|-------------------------|
| Less than 1 year | 2 weeks |
| Over 1 year and up to 3 years | 3 weeks |
| Over 3 years and up to 5 years | 4 weeks |
| Over 5 years | 5 weeks |

6.3.4 Where the Staff Member has completed at least 2 years Continuous Service with the University and is over 45 years of age, they will receive an additional week of notice.

6.3.5 Upon termination of employment for any reason whatsoever, the University will be entitled to deduct from any monies due to the Staff Member other than monies due in lieu of accrued annual leave, any monies owing by the Staff Member to the University.

6.4 Abandonment of Employment

6.4.1 Where a Staff Member is absent from duty for a continuous period of 5 working days without advising their Supervisor or having approval from the University, or without apparent good cause, the Director, Human Resources or nominee will make reasonable attempts to contact the Staff Member requesting reasons for the unauthorised absence from duty. Correspondence sent to the Staff Member will detail the effect that not responding to the University's request may have on their employment.

6.4.2 If the Staff Member or, if they so choose, their representative fails to respond to the University's correspondence within 10 working days or the response fails to establish a reasonable cause for the absence then the University may terminate the Staff Member's employment. Date of termination will be the last day the Staff Member was present at work. The Staff Member will be paid leave owed at the date of termination.

6.4.3 A Staff Member will not be deemed to have abandoned employment where the University has withheld approval for leave. An unauthorised absence in this situation will be regarded as possible misconduct and handled in accordance with clause 4.21 (Misconduct and Serious Misconduct).

6.5 Termination on the Grounds of Illness

6.5.1 If the University believes there is doubt regarding a Staff Member's capacity to perform the duties of their position due to serious illness, the University may require the Staff Member to undergo a medical

examination. The University will nominate a medical practitioner to conduct the medical examination at its expense and will provide written notice of not less than one month that a medical examination is required. A statement setting out the inherent duties performed by the Staff Member will be provided to the practitioner to assist in the assessment.

- 6.5.2 Copies of the medical report will be provided to the Staff Member and University.
- 6.5.3 If the medical report finds that the Staff Member will be able to resume and perform the inherent requirements of their substantive position within a 12 month period, the University will proceed with a return to work plan (or amended plan depending on the circumstance). Notwithstanding the above, a Staff Member who has not returned to work within 24 months of commencing leave, may be terminated by the University in accordance with subclause 6.5.6(a) or 6.5.6(b).
- 6.5.4 If the medical report finds that the Staff Member will be unable to perform the inherent requirements of his or her substantive position within a 12 month period, the University will proceed to terminate the Staff Member's employment.
- 6.5.5 The University will support an application to the Staff Member's superannuation fund for ill health retirement or temporary disability benefit under the rules of the superannuation fund. If the Staff Member proceeds with this action, the requirement for a medical examination will lapse. If the medical report has been obtained prior to the Staff Member making this decision, it may be used as evidence in this process.
- 6.5.6 If the Staff Member is a member of a superannuation fund which does not provide for ill health retirement or temporary disability benefit, or the fund declines to provide such benefits, the University will offer in writing:
- (a) to allow the Staff Member the opportunity to submit a resignation and, if the resignation is offered, will accept it immediately; or
 - (b) where no resignation is forthcoming within 28 days of the written advice, to terminate the employment of the Staff Member with payment in lieu of notice of 6 months salary (for a continuing appointment, an existing convertible appointment or a fixed-term of more than one year) or 2 months salary or to the end of the fixed-term, whichever is smaller (for a fixed-term of less than 1 year).
- 6.5.7 If, within 14 days of the medical report being made available, the Staff Member (or, if they so choose, their representative) so requests, the University will take no further action until the findings of the report are confirmed by a review panel. The review panel will consist of 3 medical practitioners, one appointed by the University, one by the President of the state branch of the Australian Medical Association and one by the Staff Member. The practitioners will not have been involved in preparing the original report or the Staff Member's course of treatment.
- 6.5.8 The University may consider a Staff Member's refusal to undergo a medical examination in accordance with these procedures as prima facie evidence that such a medical examination would have found that the Staff Member was unable to resume duty and may act accordingly. No penalties in terms of misconduct will be enacted under this clause, and all outstanding entitlements will be paid to the exiting Staff Member.
- 6.5.9 These provisions do not displace or override any existing or future applicable workers' compensation schemes, legislation or relevant industrial instruments.

6.6 Resignation

- 6.6.1 A continuing or fixed-term staff member may resign from their employment with the University by the giving (in writing) of reasonable notice.