

SECTION 4 PEOPLE AND PERFORMANCE MANAGEMENT

This section of the Agreement details the department's people and performance management principles and practices.

14. Recruitment

- 14.1 In accordance with legislative and departmental policy requirements, managers will utilise the most suitable employment option available to meet their staffing requirements, having regard for effective resource management, organisational requirements and priorities, and the career management and development needs of existing employees.
- 14.2 Excess departmental employees who are applicants for an advertised vacancy will have their suitability for the position assessed in isolation from, and not in competition with, other applicants for the vacancy. This applies only to vacancies at the excess employee's substantive level or below.

15. Induction, orientation and probation

- 15.1 It is crucial that new employees are made aware of the department's mission, structure and operations, their rights and responsibilities and their role in the organisation. Timely induction and orientation of new employees will be given a high priority.
- 15.2 Employees who are engaged from outside the Australian Parliamentary or Public Services will be required to undergo probation in accordance with the relevant departmental guidelines. Managers and supervisors are required to apply the guidelines in relation to probationary employees.

16. Performance Communication Scheme

- 16.1 The Performance Communication Scheme (the Scheme) provides the framework for managing two-way communication and feedback between supervisors and employees on work performance. The Scheme will provide the following benefits:
- (a) regular, structured, two-way communication and feedback between supervisors and employees;
 - (b) a clear understanding of performance expectations and goals, and how each employee contributes to the achievement of the department's corporate plan;
 - (c) a means for encouraging ongoing improvement and development, which in turn will lead to an improvement in the quality of departmental services; and
 - (d) a fair and objective basis for recognising and rewarding effective performance.

- 16.2 All managers must ensure that the Scheme is operating in their section or committee secretariat, in accordance with the relevant departmental guidelines, and in particular, that:
- (a) a realistic, fair and specific performance agreement is set for each employee;
 - (b) work performance is monitored and regular feedback is provided;
 - (c) the achievement of work objectives and the implementation of the performance improvement and development goals are encouraged and facilitated; and
 - (d) performance agreements are being met, and are being assessed fairly and frankly by supervisors.
- 16.3 In accordance with the Scheme's guidelines, the following elements apply:
- (a) on an annual basis, a performance agreement will be established for each employee in May, and will be reviewed in November;
 - (b) a performance agreement will be established within one month for employees commencing or returning to the department. Where non-ongoing employment or temporary assignment extends beyond three months, the same requirements apply;
 - (c) supervisors will provide regular feedback to employees on their individual work performance and to work teams on their performance in meeting the section's or committee secretariat's work objectives;
 - (d) written assessment of individual performance will be provided in October and April each year, along with the provision of written feedback to the supervisor by each team member and/or jointly with other team members; and
 - (e) the overall performance standards for the Scheme will be "effective or better", "requires development" and "unsatisfactory".

17. Managing under-performance

- 17.1 While the Scheme operates on a cycle of performance review, a review of work performance may be initiated at any time by the relevant supervisor, in accordance with the relevant departmental guidelines.
- 17.2 The following provisions apply to all employees whose overall performance is assessed as "requires development" or "unsatisfactory", with the exception of those employees who are undergoing a period of probation.

Performance that requires development

- 17.3 An assessment that an employee's overall work performance "requires development" will necessitate the supervisor to monitor closely the employee's performance over the ensuing two month period (one month in the case of non-ongoing employees) and to implement development strategies to enable the employee to reach "effective or better" work performance by the end of the monitoring period.
- 17.4 Where an ongoing employee's overall performance has not reached "effective or better" at the end of the two month period, the unsatisfactory performance provisions outlined below will apply.

- 17.5 Where a non-ongoing employee's overall performance does not reach "effective or better" at the end of the one month monitoring period, it may result in the termination of employment.

Unsatisfactory performance

- 17.6 Where an ongoing employee receives an overall assessment of "unsatisfactory" performance, the program manager will:
- (a) advise the employee in writing immediately that his or her performance has been found unsatisfactory and state why; and
 - (b) initiate a review of the employee's performance over a two month period in accordance with the relevant departmental guidelines.
- 17.7 If, at the end of the two month period, the employee's overall performance is again assessed as "unsatisfactory", the Clerk will issue a notice of intention to:
- (a) extend the review period by a further period of up to two months; or
 - (b) reduce the employee's classification level; or
 - (c) move the employee; or
 - (d) terminate the employee's employment.
- 17.8 The employee will have seven days from the date of the notice given by the Clerk to show cause, in writing, why this action should not be taken.
- 17.9 At the end of the seven days, the Clerk, having considered any representation submitted by the employee, may implement the action. In the event that the review period is extended, at the completion of the review clause 17.7 again comes into effect.
- 17.10 Non-ongoing employees whose overall performance is assessed as "unsatisfactory" at any stage during their employment period may have their contract of employment terminated.

18. Learning and development

- 18.1 All employees are encouraged and expected to take personal responsibility for developing and enhancing their skills and knowledge, and improving their individual performance to meet the current and future skill requirements of the department and the Parliamentary Service. This approach will assist to improve the quality of departmental services, to maintain a highly skilled, flexible and mobile workforce, and to enhance career prospects of employees.
- 18.2 To encourage a culture of ongoing learning and professional development, employees will participate in the learning and development goals set out in the Scheme.
- 18.3 Employees will have a target of three days per financial year for work-related learning activities. These activities will be managed having regard for the effectiveness of individual and team learning within available training budgets, while maintaining operational effectiveness. Where practicable,

employees who have completed such activities should endeavour to communicate the learning to relevant colleagues and/or their supervisor.

- 18.4 The department encourages its employees to undertake formal study in fields which link to the achievement of its corporate goals. The department may provide employees with access to relevant external study through its Studybank Scheme, which may include financial assistance to employees who successfully complete units (or equivalent) of study.
- 18.5 In accordance with the department's Studybank Scheme, the Clerk may approve the grant of assistance to an employee to a maximum of:
- (a) 40 hours paid leave per university unit (or equivalent) per semester (up to a maximum of 80 hours per semester or six month period), to attend classes, undertake examinations or for other agreed study purposes, which, with the agreement of the supervisor, can be accumulated over the semester and taken as a block of time; and
 - (b) \$1,000 per unit, or equivalent, for reimbursement of course fees and/or related costs.
- 18.6 Applications for leave without pay to study will be considered under the relevant departmental guidelines.

19. Rotation and mobility

- 19.1 An important element of being able to provide high quality services and outcomes is to establish and maintain a cooperative and flexible workforce with highly motivated, versatile managers, employees and work teams. To facilitate this, the Clerk may from time to time assign duties to an employee within his or her current classification.
- 19.2 Parliamentary Executive level employees must be highly skilled, knowledgeable and flexible, and, as far as possible, have broad exposure to the various work areas across the department. To achieve this, these employees will rotate to other appropriate positions from time to time, as considered by the Program Manager Group. Prior to any decision being made, the employee will be consulted by the relevant program manager regarding the proposed rotation.
- 19.3 Employees at the Australian Parliamentary Service Level 6 and below will be encouraged to broaden their skills and knowledge by rotating to different positions in the department from time to time. Parliamentary Executive Level 2 managers will ensure that discussions about mobility options are held with employees in their work areas, when appropriate and prior to any decision to rotate employees.
- 19.4 A program manager may temporarily move any employee to another position at a commensurate level for periods up to three months, or for longer periods as agreed by the employee and program manager. These moves may be for reasons such as facilitating completion of urgent tasks or assisting with heavy workloads in other areas of the department, relieving other employees under particular pressure, or reducing the need for non-ongoing employees. The program manager will consult with

the employee prior to the move and consider the impact of the move on the employee.

- 19.5 In recognition of the value to be gained by the department as a whole by employees expanding their knowledge of other work areas, an associated field of work, or parliamentary knowledge, the department will sponsor an in-house scholarship and understudy program. Nominations will be called for both programs and all employees are eligible to apply.
- 19.6 Under the in-house scholarship program, employees can nominate to undertake a particular project or research that is relevant to the department or parliament. The scholarship must be undertaken at appropriate times, such as non-sitting or quieter periods and the employee can work on the project during working hours. The project or research would lead to the preparation of a paper which could be published and/or presented at an in-house seminar.
- 19.7 The understudy program will enable employees to gain practical experience in a particular job within the department, while keeping both the “trainee” and “trainer” on-line. The understudy program may entail a short-term, single-task secondment to the relevant area to understudy the incumbent of the position.
- 19.8 The department may provide up to \$35,000 to fund the costs associated with the programs. Decisions on access and associated funding will be taken by the Program Manager Group.

20. Consultation with employees

Change management

- 20.1 The department is committed to communicating and consulting with employees on workplace issues. The requirements outlined in clauses 20.2 to 20.4 will operate in addition to the consultation procedures set out in clauses 20.5 to 20.14.
- 20.2 The corporate and work planning processes will provide an opportunity for employees to develop an understanding about corporate directions and how they translate to work groups and individuals. As well, it is expected that managers will facilitate and participate in office and section meetings which are vehicles for ongoing co-ordination and discussion, and enable comments and suggestions from employees about workplace matters.
- 20.3 Employees will be consulted on planning and change issues. Compulsory retrenchment will be avoided wherever possible. Managers will minimise the impact of changes on their employees, not by avoiding the changes but by supporting the affected employees before, during and after the changes.
- 20.4 The department and employees agree to discuss workplace issues in a spirit of co-operation and trust and the department will ensure that employees not only receive information on workplace issues that affect them, but also have an opportunity to contribute their views on those issues.

Consultation

- 20.5 Clauses 20.5 to 20.14 will apply if:
- (a) the Clerk has made a definite decision to introduce a major change to programs, organisation, structure, or technology in the department; and
 - (b) the change is likely to have a significant effect on employees of the enterprise.
- 20.6 The Clerk must notify the relevant employees of the decision to introduce the major change.
- 20.7 The relevant employees may appoint a representative for the purposes of the procedures in these clauses.
- 20.8 If:
- (a) relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the Clerk of the identity of the representative;
- the Clerk must recognise the representative.
- 20.9 As soon as practicable after making the decision, the Clerk must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the Clerk is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 20.10 However, the Clerk is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 20.11 The Clerk must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 20.12 If a clause in this agreement provides for a major change to programs, organisation, structure or technology in the department, the requirements set out in clauses 20.6, 20.7 and 20.9 are taken not to apply.
- 20.13 In this clause a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

20.14 In clauses 20.5 to 20.13 relevant employees means the employees who may be affected by the major change.

Workplace Consultative Committee

20.15 The department will maintain a Workplace Consultative Committee, chaired by a program manager, and comprising one other senior manager if nominated by the Program Manager Group, employee representatives nominated or elected by employees and a representative from each union covered by this Agreement.

20.16 Members of the Workplace Consultative Committee will review the terms of reference for the Committee from time to time.

20.17 The Workplace Consultative Committee will monitor the implementation and effectiveness of this Agreement. The Committee may at any time make recommendations to the Program Manager Group regarding workplace issues not explicitly dealt with in this Agreement.

20.18 The Workplace Consultative Committee may establish sub-committees to deal with major issues. A sub-committee will report back to the Workplace Consultative Committee on its activities.

20.19 Access to appropriate facilities (including communication systems, office equipment and notice boards) will be available to members of the Workplace Consultative Committee and members of sub-committees established by the Committee.

21. Occupational health and safety

21.1 The department and its employees agree to work in co-operation to meet their legislative and policy responsibilities in relation to occupational health and safety.

21.2 All employees will take an active role in preventing workplace injury. It is the responsibility of all managers and supervisors and, in particular, Parliamentary Executive level employees, to plan for and manage peak workloads and provide suitable training and assistance to employees to undertake their work.

21.3 To assist in preventing serious workplace injury and illness the following provisions will apply:

- (a) payment of the cost of annual attendance at an approved first aid course; and

- (b) reimbursement of medical treatments up to the value of \$400 within a 12 month period for reported incidents of work-related injuries. On each occasion, the practitioner must attest that the treatment was given in response to a work-related injury. This option does not remove or restrict the employee's future entitlement to claim workers' compensation.
- 21.4 Attendance at any of the above activities and appointments will be in the employee's own time and travel costs will be the employee's responsibility.
- 21.5 Under the Safety, Rehabilitation and Compensation Act 1988, the department has ongoing responsibility to manage workers' compensation claims and provide rehabilitation and return to work programs for injured employees. Supervisors and colleagues of injured employees will co-operate with case managers to provide the necessary work environment and duties to enable employees to achieve the objectives set down in their rehabilitation plan.

Fit-for-Work Scheme

- 21.6 The department recognises that employees who are fit and healthy are likely to be more productive in the workplace. Employees are therefore encouraged to participate, in their own time, in activities that promote good health.
- 21.7 To assist employees in undertaking health and fitness activities, and offset the costs associated with an influenza vaccination and the need for corrective lenses for use with screen-based equipment, employees will be paid an annual Fit-for-Work subsidy of \$550.
- 21.8 The taxable subsidy will be paid in August each year.
- 21.9 Ongoing employees who commence part way through the year will receive a pro rata payment on commencement.
- 21.10 Non-ongoing employees who are employed as at 1 August 2010 will receive a pro rata payment based on the remaining period of their employment contract.
- 21.11 Non-ongoing employees who commence employment after 1 August 2010 will receive a pro rata payment of the subsidy (based on the length of their employment contract) at the commencement of each employment contract, including extensions, up to a maximum of the subsidy.
- 21.12 Pro rata payments will be calculated on whole months of service.

22. Employee assistance

22.1 The department will provide access to a confidential, professional counselling service, at no cost to employees, to help them resolve both personal (generally, up to three sessions) and work-related matters. Managers and supervisors may access the program for advice on effective handling of work-related issues also.

23. Informal review of employment actions

23.1 For matters not covered by clause 9 of this Agreement, the department and employees agree that, as far as possible, attempts will be made to resolve informally an employee's concerns about employment-related actions. This may involve discussing the matter with the employee's supervisor, next level of supervisor or manager, or consulting with HRM.

23.2 Where matters cannot be resolved informally, or it is more appropriate to do so, an employee may be entitled to request a review of actions under the *Parliamentary Service Act 1999*.

24. Managing suspected breaches of the Parliamentary Service Code of Conduct

24.1 Suspected breaches of the Parliamentary Service Code of Conduct will be dealt with under the department's procedures established in accordance with section 15 of the *Parliamentary Service Act 1999*.

25. Excess employees

25.1 The provisions of this clause apply to ongoing employees who are excess to the requirements of the department. They do not apply to:

- (a) an employee whose period of probation has not expired; or
- (b) a non-ongoing employee.

25.2 For the purposes of this Agreement, an employee is excess to the requirements of the department if:

- (a) the employee has a classification level at which there is a greater number of employees than is necessary for the efficient and cost-effective operations of the department; or
- (b) the services of the employee cannot be effectively used because of technological or other changes in the work methods of the department or changes in the nature, extent or organisation of the functions of the department.

Consultation process

25.3 When the Clerk is aware that an employee is potentially excess to requirements, the Clerk will advise the employee accordingly, and will hold discussions with the employee and, if requested, his or her nominated representative, to consider what measures could be taken, including:

- (a) redeployment opportunities for the employee at or below level; and
- (b) whether voluntary retrenchment might be appropriate.

- 25.4 The Clerk may, prior to the conclusion of these discussions, invite employees who are not potentially excess to express interest in voluntary retrenchment, where the retrenchment of those employees would permit the redeployment of the employees who are potentially excess.
- 25.5 The Clerk will immediately advise, in writing, those employees who are excess to the department's requirements:
- (a) after the discussions in clause 25.3 have been held; or
 - (b) where the employee has been given reasonable opportunity and has declined to discuss the matter, one month after the Clerk had advised the employee under clause 25.3.

Invitation to accept an offer of voluntary retrenchment

- 25.6 The Clerk may make one offer of voluntary retrenchment to an excess employee. Where the Clerk invites an excess employee to accept voluntary retrenchment, the employee will have one month in which to accept or decline the offer.
- 25.7 To enable an employee to make an informed decision on whether to accept or decline an offer of voluntary retrenchment, the employee must be given timely information on the:
- (a) amount of severance pay, pay in lieu of notice, and payment for unused leave credits;
 - (b) amount of accumulated superannuation contributions;
 - (c) options open to the employee concerning superannuation;
 - (d) taxation rules applying to the various payments; and
 - (e) availability of financial assistance up to a maximum of \$400 for financial advice.
- 25.8 If the employee does not respond to the offer within one month it will be taken to mean that the offer has been declined, and the redeployment process and retention period will continue.
- 25.9 Where the offer is accepted, the Clerk will not give notice of termination before the end of that period without the agreement of the employee.

Notice of termination of employment

- 25.10 Where the excess employee agrees to be voluntarily retrenched, the Clerk may approve the termination of the employee's employment in accordance with section 29 of the *Parliamentary Service Act 1999*.
- 25.11 The period of notice of retrenchment will be:
- (a) five weeks for an employee over 45 years of age with at least five years of continuous service: or
 - (b) four weeks for all other employees.
- 25.12 The Clerk can direct, or the employee may request, an earlier retrenchment date within the period of notice.

- 25.13 Where an employee is retrenched before the expiration of the notice period, payment in lieu of salary for the unexpired period of notice will be made.

Severance benefit on voluntary retrenchment

- 25.14 An excess employee whose employment is terminated under the *Parliamentary Service Act 1999* is entitled to be paid a sum equal to two weeks salary for each completed year of service, plus a pro rata payment for completed months of service since the last completed year of service unless:
- (a) the employee has completed more than two years of service but less than three years of service – in which case the employee is entitled to be paid a sum equal to six weeks salary; or
 - (b) the employee has completed more than three years of service but less than four years of service – in which case the employee is entitled to be paid a sum equal to seven weeks salary.
- 25.15 The minimum sum payable will be four weeks salary and the maximum will be 48 weeks salary.
- 25.16 The severance benefit will be calculated on a pro rata basis for any period where an employee has worked part-time hours during their period of service and the employee has less than 24 years full-time service.
- 25.17 Where an excess employee's employment is terminated under the *Parliamentary Service Act 1999* but the severance benefit payable under the above clauses is not treated as payment in respect of bona fide redundancy for the purposes of the Income Tax Assessment Act 1936, the benefit payable will be increased to the extent necessary to ensure that the net benefit payable, after tax, is equal to the benefit that would be payable had the termination been treated as a bona fide redundancy for tax purposes.
- 25.18 Subject to clauses 25.19 to 25.21, service for severance pay purposes means:
- (a) service in the department;
 - (b) Government service as defined in section 10 of the Long Service Leave Act 1976;
 - (c) service with the Commonwealth (other than service with a Joint Commonwealth-State body corporate in which the Commonwealth has a controlling interest) which is recognised for long service leave purposes;
 - (d) service with the Australian Defence Forces;
 - (e) service in the Australian Public Service immediately preceding deemed resignation under the repealed section 49 of the Public Service Act 1922, if the service has not previously been recognised for severance pay purposes; and
 - (f) service in another organisation where:
 - an employee was transferred from the Australian Parliamentary Service or the Australian Public Service to that organisation with a transfer of function; or

- an employee engaged by that organisation on work within a function is engaged as a result of the transfer of that function to the Australian Parliamentary Service or the Australian Public Service and such service is recognised for long service leave purposes.
- 25.19 For earlier periods of service to count there must be no breaks between the periods of service, except where:
- (a) the break in service is less than one month and occurs where an offer of employment with the new employer was made and accepted by the employee before ceasing employment with the preceding employer; or
 - (b) the earlier period of service was with the Australian Public Service and ceased because the employee was deemed to have resigned from the Australian Public Service on marriage under the repealed section 49 of the *Public Service Act 1922*.
- 25.20 Any period of service which ceased:
- (a) through termination on the following grounds, or on a ground equivalent to any of the following grounds:
 - the employee lacks, or has lost, an essential qualification for performing his or her duties;
 - non-performance, or unsatisfactory performance, of duties;
 - inability to perform duties because of physical or mental incapacity;
 - failure to satisfactorily complete an entry level training course;
 - failure to meet a condition imposed under subsection 22(6) of the *Parliamentary Service Act 1999*; or
 - a breach of the Code of Conduct; or
 - (b) on a ground equivalent to a ground listed above under the repealed *Public Service Act 1922*; or
 - (c) through voluntary retirement at or above the minimum retiring age applicable to the employee; or
 - (d) with the payment of a redundancy benefit or similar payment or an employer-financed retirement benefit,
- will not count as service for severance pay purposes.
- 25.21 Absences from duty which do not count as service for long service leave purposes will not count as service for severance pay purposes.

Rate of payment – severance benefit

- 25.22 For the purpose of calculating any payment under clause 25.14, salary will include:
- (a) the employee’s salary at their substantive classification level; or
 - (b) the salary of the higher classification level, where the employee has been assigned to the higher level for a continuous period of at least 12 months immediately preceding the date on which the employee is given notice that their employment is to be terminated;
 - (c) a weekly average of shift penalties where an employee has undertaken shift work and has received shift penalties for 50% or more of the pay periods in the 12 months preceding the notice of retirement; and

- (d) allowances in the nature of salary which are paid during periods of annual leave and on a regular basis, excluding allowances which are a reimbursement for expenses incurred, or a payment for disabilities associated with the performance of duty.

Retention periods and redeployment action

- 25.23 Unless the excess employee agrees, his or her employment will not be terminated until the following retention periods have elapsed:
- (a) 13 months (less the redundancy pay period determined in accordance with subsection 119(2) of the *Fair Work Act 2009*) where an employee has 20 or more years of service or is over 45 years of age; or
 - (b) seven months (less the redundancy pay period determined in accordance with subsection 119(2) of the *Fair Work Act 2009*) for other employees.
- Note: The retention period has been reduced to reflect that, under the NES, an employee is entitled to redundancy pay in respect of the redundancy pay period.*
- 25.24 The retention period will commence on the date the employee is advised in writing by the Clerk that he or she is an excess employee.
- 25.25 During the retention period the Clerk:
- (a) will continue to take reasonable steps to find alternative employment for the excess employee;
 - (b) will consider excess employees who are applicants in isolation from, and not in competition with, other applicants for employment opportunities at the employee's substantive classification level or below;
 - (c) may refer the employee to any redeployment services;
 - (d) provide reasonable paid leave, and pay reasonable travel and incidental expenses incurred, in seeking alternative employment and attending interviews where these costs are not met by the prospective employer; and
 - (e) after taking the above steps, may, if the employee has not been found alternative employment, reduce the excess employee's classification level as a means of securing alternative ongoing employment for the excess employee. Where this occurs before the end of an employee's retention period, four weeks notice must be given, and the employee will continue to be paid at his or her previous level for the balance of the retention period. His or her previous level will include the salary of the higher position where the employee has been performing work at a higher level for a continuous period of at least 12 months immediately preceding the date on which he or she was reduced in salary level, provided the employee would have continued to act but for the excess employee situation. The previous level will also include allowances or loadings in the nature of salary which are paid during periods of leave and on a regular basis.

- 25.26 During the retention period the employee:
- (a) will take reasonable steps to find alternative employment; and
 - (b) will actively participate in learning and development activities, trial placements or other reasonable arrangements to assist in obtaining an alternative placement.

Involuntary retrenchment

- 25.27 Where an excess employee has been receiving redeployment assistance for two months and:
- (a) there is no reasonable prospect of redeployment;
 - (b) the Clerk is satisfied that there is insufficient productive work available for the employee within the department during the remainder of their retention period
- the Clerk may, with the agreement of the employee, terminate the employment of the employee.
- 25.28 Where, with the agreement of the employee, the Clerk terminates the employment of the excess employee, the employee will be paid:
- (a) the balance of the retention period (as shortened for the NES under clause 25.23 above), as a lump sum and this payment will be taken to include the payment in lieu of notice of retirement; and
 - (b) an additional redundancy payment equal to the amount the retention period was shortened by under clause 25.23 above (i.e. the NES component).
- 25.29 The Clerk may terminate the employment of an excess employee at the end of the retention period.
- 25.30 An excess employee will not be retrenched involuntarily if the employee has not been invited to accept an offer of voluntary retrenchment.
- 25.31 An excess employee will be given the following notice, or payment in lieu of notice, where it is proposed that they be retrenched involuntarily:
- (a) five weeks for an employee over 45 years of age with at least two years of continuous service); or
 - (b) four weeks for all other employees.