



University of
South Australia

Redundancy and Redeployment Procedure for Academic and Professional Staff

- Application
 - Procedure
 - References
 - Further assistance
-

APPLICATION

This Procedure only applies to continuing academic and professional staff employed in accordance with an Australian Workplace Agreement (AWA) where a reference to this procedure is specifically referred to in the AWA.

OVERVIEW

This Procedure outlines the steps that will be followed, and the options available, when redundancies are implemented by the University.

PROCEDURE

1 REDUNDANCY

1.1 Definitions

- Redundancy and Redundant* mean a situation where the position occupied by a continuing staff member is identified as surplus to the University's requirements, normally as a result of a managing change process.
- Voluntary Redundancy* occurs when a staff member holding a position that has been declared redundant separates from the University on a voluntary basis.
- Compulsory Redundancy* occurs when a staff member holding a position that has been declared redundant is unable to be placed in a suitable continuing position in the University by the conclusion of their redeployment period and has not accepted a voluntary redundancy benefit.
- Years of Service* is expressed as completed years of service and calculated from entry into the University or its recognised predecessor institutions until separation, less unpaid leave of absence.
- Salary* for the purpose of calculating a redundancy benefit, all payments will be based on the staff member's salary at the date of cessation of employment, whether this be the salary paid for their substantive position or a higher salary

paid for a current internal secondment. Where a staff member has varied their fraction of employment during their service with the University their final salary shall be calculated at the average fraction of their employment over the period of their service.

1.2 Redundancy

a) Voluntary Redundancy Outside of Managing Change Process

A staff member may submit an application for voluntary redundancy and have it considered at any stage. Approval of a voluntary redundancy will be at the discretion of the University.

b) Voluntary Redundancy Prior to Final Managing Change Plan

At any stage prior to the implementation of a final managing change plan, the University may call for expressions of interest in a voluntary redundancy benefit (refer clause 5.1 – academic staff or clause 5.3 – professional staff) from those continuing staff whose positions are to be made redundant and will give consideration to all such expressions of interest. Approval of any voluntary redundancies will be at the discretion of the University.

c) Voluntary Redundancy or Option of Redeployment on Final Managing Change Plan

Where as a consequence of a managing change process, one or more positions are declared redundant and a continuing staff member is not placed into a position as set out in clause 2 of this Procedure, the staff member will be declared to be occupying a position which is redundant and will be offered a voluntary redundancy benefit in accordance with clause 5.1 (academic staff) or clause 5.3 (professional staff) or the option of redeployment (clause 3).

d) Voluntary Redundancy During Redeployment

A staff member may submit an application for voluntary redundancy and have it considered at any stage during redeployment. Approval of a voluntary redundancy will be at the discretion of the University during redeployment.

e) Voluntary and Compulsory Redundancy at Conclusion of Redeployment or Where University Determines No Redeployment Period

- i) If a staff member has not been appointed to a suitable continuing position by the conclusion of their redeployment period, or the University has determined that there is no position into which the staff member can be redeployed, the staff member shall be offered a voluntary redundancy benefit in accordance with clause 4.1 (academic staff) or clause 4.3 (professional staff) of this Procedure. If the staff member rejects an offer of a voluntary redundancy benefit, they will be given notice by the Director: Human Resources that they will be made compulsorily redundant according to the compulsory redundancy benefits as set out in clause 4.2 (academic staff) or 4.4 (professional staff).
- ii) Staff who have been informed that they will be made compulsorily redundant will be advised to seek advice from the Director: Human

Resources on further measures which might be taken to avert their termination.

1.3 Retention of Staff members During Notice Period

The University may retain a staff member for the period of notice referred to in the voluntary and compulsory redundancy benefit clauses in this Agreement. If the staff member chooses to cease duty before the expiration of the notice period they will be entitled to receive payment for the remainder of the period of notice not worked.

1.4 Payment of Redundancy Benefits

Where as a result of managing change a position occupied by a staff member is made redundant, there is no entitlement to a voluntary or compulsory redundancy benefit related to that particular redundant position when:

- a) the staff member is placed in a continuing position in accordance with clause 2 of this Procedure; or
- b) through the intervention of the University a reasonable offer of alternative employment is made by another employer and is accepted by the staff member.

1.5 Re-Employment

A staff member who has separated from the University with a voluntary or compulsory redundancy benefit is not eligible to be re-employed by the University without approval of the Director: Human Resources for three (3) years from the date of their separation.

2 PLACEMENT OF CONTINUING STAFF

2.1 Skills Match

- a) Existing continuing staff shall be placed in either:
 - i) new and/or vacant continuing positions in the new organisational structure at the same level as the staff member's previously held substantive position, where the manager, with advice of the Director: Human Resources, determines that there is a minimum 75% match between the skill base required for a new position and the skill base of a staff member, or that the staff member would meet this requirement with no more than six (6) months retraining as determined by the Director: Human Resources; or
 - ii) where placement is not possible in accordance with sub clause i), any other vacant continuing position in the University at the same level as the staff member's previously held substantive position, where the Director: Human Resources, determines that there is a minimum 75% match between the skill base required for a new position and the skill base of a staff member, or that the staff member would meet this requirement with no more than six (6) months retraining as determined by the Director: Human Resources.

- b) Where a staff member is placed into a continuing position in accordance with clause a), that is at the same level as the staff member's previously held substantive position and there is a minimum of a 75% skills match, there is no entitlement to redeployment or redundancy payments in relation to the previously held substantive position.

2.2 Classification and Remuneration

- a) A staff member may only be placed in a lower level position by agreement and the position shall be no greater than one (1) classification level lower than the staff member's previously held substantive position.
- b) The staff member's salary shall be maintained at the previous level for two (2) years, after which it shall be paid at the lower classification level but at the highest increment, with the possibility of identifying this position as linked according to the University's *Classification Linking Guidelines*.

2.3 Selection

- a) Where a greater number of staff meet the requirements for placement in the structure than there are positions available, a simplified merit selection process shall be conducted between the staff concerned.
- b) Staff who are not placed in the structure as a result of the simplified merit selection process will be declared as occupying positions that are redundant and will be offered voluntary redundancy or the option of redeployment.

3 REDEPLOYMENT

3.1 Eligibility

A staff member is eligible for a reasonable period of redeployment where, as a consequence of a managing change process, one or more positions are declared redundant and a continuing staff member is not placed into a position in accordance with clause 2 of this Procedure.

3.2 Redeployment Period

- a) A reasonable period of redeployment for a staff member will be determined by the Director: Human Resources up to a maximum period of six (6) months and the length of the period will have regard to:
 - i) the reasonable circumstances of the staff member having regard for their existing skills, experience and qualifications; and
 - ii) the genuine prospect that reasonably appropriate and suitable alternative employment could be found for the staff member given their existing skills and experience, or skills and experience they can develop with no more than six (6) months training.
- b) Where determined by the Director: Human Resources at the commencement of the redeployment period, the length of the period may be subject to a review after a minimum period nominated at that time.

- c) The redeployment period shall commence from the date that the staff member receives written confirmation that the position that the staff member occupies is declared redundant.

3.3 Redeployment Principles

- a) All vacant positions will be assessed by the Director: Human Resources or nominee, against the list of redeployees prior to advertisement.
- b) Where possible, the staff member will be placed in a suitable position that is compatible with their substantive salary level and their existing skills, or skills they can develop with no more than the time remaining in the redeployment period.
- c) A decision about the suitability of a position for a redeployee is to be made having regard to, and attempting to match as far as practicable, matters including but not restricted to, level of position, hours of work, and skills required.
- d) Staff are expected to participate fully in the redeployment process by maintaining a proactive search for positions including short-term appointments, by making themselves available to be considered for redeployment to a vacancy, by attending interviews and by participating in appropriate training.
- e) A redeployee may be redeployed to a suitable position at a lower classification than the redeployee's substantive classification with their agreement, but not to a position that is more than one (1) classification level below that of the redeployee's substantive classification, unless the staff member requests consideration for appointment below this level.
- f) Where a staff member has been redeployed to a position at a lower classification (only by agreement with the staff member), their salary will be maintained at the previous level for two (2) years, after which the salary will be paid at the lower classification level but at the highest increment, with the possibility of identifying this position as linked according to the University's *Classification Linking Guidelines*.
- g) A staff member will normally be redeployed to a vacant continuing position; however, an appointment may be made to a suitable fixed-term position(s) of not less than six (6) months and no greater than twenty four (24) months inclusive of the redeployment period. If a staff member accepts an appointment to a fixed-term position or a series of fixed-term positions that in total exceeds a period of twenty four (24) months, the staff member will not be entitled to the voluntary or compulsory redundancy benefits that apply to continuing staff in this Agreement. In this case the staff member will be entitled to the conditions and benefits that apply to fixed-term employment.
- h) Where more than one (1) staff member seeking redeployment may be suitable for a vacant position, selection to the position will be made on merit according to the position criteria.
- i) Staff members appointed to a fixed-term position during the redeployment period will remain on the redeployment program for the remainder of the period. Notwithstanding sub clause 2.2a), the redeployment period may be

greater than six (6) months but no greater than twenty four (24) months and during this period the University will continue to seek a suitable continuing position for redeployment.

- j) A staff member shall not unreasonably refuse to accept redeployment to a suitable continuing position.
- k) The University shall offer redeployees appropriate counselling through the Employment Assistance Program. A redeployee may choose to have a representative attend any such counselling.
- l) Other than by agreement of the staff member, the identification of a suitable position will be restricted to the South Australian metropolitan or country area in which the staff member currently resides.
- m) If at the conclusion of the redeployment period, or in the case of a fixed-term contract or a series of fixed-term contracts that conclude prior to a period of twenty four (24) months in accordance with sub clause 2.3g) and)i), a staff member has not been appointed to a suitable continuing position, the staff member's employment will be terminated in accordance with sub clause 1.2e) with appropriate voluntary or compulsory redundancy benefits contained in this Agreement.

3.4 Cost Centre Responsibility for Redeployees

Staff whose positions have been declared redundant and elect to become redeployees shall remain the responsibility of their substantive cost centre (including funding) until such time as an ongoing redeployment placement occurs or a redundancy benefit is paid.

3.5 Career Transition/Job Search support

- a) Redeployees may apply for all continuing vacancies available for merit selection within the University and if successful, will receive the appropriate salary for that position from the date of appointment and will cease to be a redeployee. If the appointment is to a lower classification, salary shall be maintained at the previous classification for the remainder of the two (2) year period in accordance with the conditions in sub clause 2.3f).
- b) The University may contract an external organisation to provide redeployees with a career transition program.
- c) Career transition programs may be made available to all redeployees within the University on either an individual or group basis (depending on the number/s of redeployees and their individual needs, and the costs incurred).

3.6 Support for Redeployed Staff

- a) Where a staff member has received notice that their position has been identified as redundant, reasonable leave (as determined by the Vice Chancellor or nominee) shall be provided on full pay to the staff member to attend employment interviews.
- b) Where expenses to attend such interviews are not met by the prospective employer, the staff member shall be entitled to reasonable travel and other

incidental expenses incurred in attending such interviews as determined by the Vice Chancellor (or nominee).

- c) If a staff member is redeployed to a continuing position elsewhere in the University (i.e. involving a geographic relocation) and it is not reasonably practicable for the staff member to remain in his or her existing residence, the staff member shall be entitled to all reasonable expenses associated with moving household to a new locality.
- d) Any reasonable costs and charges as determined by the Vice Chancellor (or nominee) associated with a program of retraining shall be reimbursed to the staff member.

4 JOB SWAP OPPORTUNITIES

- a) Where a staff member has been informed that they will be made compulsorily redundant, the Director: Human Resources shall discuss with the staff member (staff member A) the full range of positions in the University at or below their current level in which they would be willing to be placed should there be a vacancy.
- b) The Director: Human Resources will then ascertain whether any member of staff currently filling such a position would accept a voluntary redundancy package, and if there is such a person (staff member B), whether the relevant cost centre manager would agree to staff member A exchanging positions with staff member B on condition that staff member accepts a voluntary redundancy package.
- c) Should the voluntary redundancy package for staff member B exceed the cost of that of staff member A, a central fund will meet the difference in cost.
- d) The Director: Human Resources will continue to attempt to find alternatives to compulsory redundancy throughout the notice period of the staff member or until such time as the staff member elects to have the remainder of their notice period paid out and their employment with the University terminated and the compulsory redundancy benefit paid to them.

5 REDUNDANCY BENEFITS

5.1 Voluntary Redundancy Benefits – Academic Staff

- a) Notice period of five (5) weeks (or payment in lieu).
- b) Payment composed of:
 - i) twenty six (26) weeks salary; plus
 - ii) two (2) weeks salary per completed year of service, with the aggregate to be a maximum of seventy eight (78) weeks pay; plus
 - iii) a redundancy benefit based on service:

Up to 2 years	4 weeks pay
2 to 3 years	6 weeks pay
3 to 4 years	7 weeks pay
4 years and over	8 weeks pay

- c) In addition to the above payments, staff members will receive payment in lieu of any accrued recreation leave and long service leave entitlements.

5.2 Compulsory Redundancy Benefits – Academic Staff

- a) Notice period of five (5) weeks (or payment in lieu).
- b) Payment of a sum calculated on the age of the staff member at the date of advice by the Vice Chancellor:

Under 40 years:	6 months salary
Age 40:	7 months salary
Age 41:	8 months salary
Age 42:	9 months salary
Age 43:	10 months salary
Age 44:	11 months salary
Over 45 years:	12 months salary

Plus, severance pay based on years of service:

Up to 2 years:	4 weeks salary
2 to 3 years:	6 weeks salary
3 to 4 years:	7 weeks salary
4 years and over:	8 weeks salary

5.3 Voluntary Redundancy Benefits – Professional Staff

- a) The following benefits will apply to voluntary redundancy:

Completed Years of Service	Redundancy Payment
Less than 1 year	27 weeks pay
1 completed year of service	29 weeks pay
2 completed years of service	31 weeks pay
3 completed years of service	33 weeks pay
4 completed years up to and including 12 completed years of service	35 weeks pay
13 completed years of service	36 weeks pay
14 completed years of service and over	36 weeks pay (based on 13 years service) plus 2 weeks pay for each additional completed year up to a maximum of 88 weeks pay

- b) The abovementioned redundancy payments include a payment in lieu of five (5) weeks notice. If, by agreement, a staff member works during the notice period, the redundancy payment will be reduced by the number of weeks worked.
- c) In addition to the above payments staff members will receive payment in lieu of any accrued recreation leave and long service leave entitlements.

5.4 Compulsory Redundancy Benefits – Professional Staff

- a) Notice period four (4) weeks (or payment in lieu) or if over 45 years old, five (5) weeks, plus:

Period of Service	Redundancy Payment
1 year or less	2 weeks pay
Over 1 year and up to and including 2 years	4 weeks pay
Over 2 years and up to and including 3 years	8 weeks pay
Over 3 years and up to and including 4 years	12 weeks pay
Over 4 years and up to and including 5 years	16 weeks pay
Over 5 years and up to and including 10 years	20 weeks pay
Over 10 years	2 weeks pay for each year of service, to a maximum of 78 weeks pay.

- b) In addition to the above payments staff members will receive payment in lieu of any accrued recreation leave and long service leave entitlements.
- c) Where a staff member will work out their notice period, any periods of personal leave, supported by a medical certificate, taken during this notice period, shall extend the date of redundancy by a maximum of five (5) working days.

REFERENCES

Classification Linking Guidelines
 Managing Change Toolkit

FURTHER ASSISTANCE

Management and staff may seek further advice from:

- Their immediate supervisor
- The designated HR officer/coordinator for their area.
- The Human Resources Unit
- The Human Resources Web Site.

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