

Policy Redesign Project

All policies and procedures are being reviewed as part of this project. This document is pending review, but remains in effect until the review is carried out.

Redundancy

Establishment: Council, CWA 2006 - 2008, 21 August 2006

Last Amended: 7 August 2014 - Enterprise Agreement 2014 to 2017

Nature of Amendment: Update to terminology

Date Last Reviewed:

Responsible Officer: Director, Human Resources

ENTERPRISE AGREEMENT 2014–2017, CLAUSE A35 REDUNDANCY

A35.1 [Definition] Redundancy is a situation where the position occupied by a staff member is identified as surplus to the University's requirements for reasons which may include:

A35.1.1 [For professional staff] financial and staffing constraints, leading to the rearrangement of functions and classifications; reduced demand or other workload factors; technological change and development; or changes in the workplace or legislation requiring particular skills or qualifications that the staff member is unable or unwilling to obtain.

A35.1.2 [For academic staff] a decrease in student load or a decision to cease offering or to vary the academic content in any academic program or course or combination or mix of courses, financial exigency within an organisational unit or Faculty/Portfolio, and/or changes in technology or work methods.

A35.2 [Eligibility] Redundancy will only apply to staff members holding continuing appointments.

A35.3 [Types of redundancy] Redundancy may be either voluntary or involuntary.

A35.4 [Case for redundancy] Any proposal for redundancy will be made in writing by the Head of the relevant Faculty/Portfolio.

A35.5 [Principles applying to the redundancy process] The University will seek to maximise the number of voluntary redundancies and redeployments (where appropriate) and to minimise the number of involuntary redundancies. The process of selection of any staff member for redundancy will be objective, fair and transparent, having regard to all the circumstances.

A35.6 [Separation Committee] The Separation Committee, which will include a staff member appointed in accordance with A33.1.3 will be responsible for approving all stages of the redundancy process. As part of its deliberations, the Committee will consider measures to minimise or mitigate the adverse effects of redundancy. Notwithstanding, the Chair of the Separation Committee may approve individual cases for redundancy where separation has been agreed with the staff member.

A35.7 [Notification of redundancy] Subject to A35.6, when the University determines that redundancy will occur, the staff affected (including those staff on approved leave) will be informed and advised of the period over which the University intends to effect the termination(s).

A35.8 [Redeployment, relocation and retraining] The University may redeploy a staff member to another suitable position where practicable as a means of mitigating the effects of redundancy. A staff member will not unreasonably decline to accept redeployment, relocation, training or retraining.

A35.9 [Transfer to lower level position] Where, as an agreed measure to mitigate the effects of the staff member's position being redundant, the staff member is redeployed to a lower level position, normal salary will be maintained for a period of 12 months whilst employment continues.

A35.10 [Voluntary redundancy] Affected staff will be invited to apply for voluntary redundancy.

A35.11 [Notification to applicants] The Separation Committee will either accept or reject the application, and notify the staff member accordingly.

A35.12 [Benefits payable] A staff member whose application for voluntary redundancy is approved will receive the benefits outlined in A35.17, payable on the day of her/his separation.

A35.13 [Involuntary redundancy] Where action taken by the University under A35.6 to A35.11 does not achieve the appropriate staff reductions, the Separation Committee may determine that involuntary redundancy apply to the remaining affected staff member(s). The Separation Committee will decide the process to be followed. Criteria of relative performance, which will be objective and fair as required by A35.5, will be applied in any process of identifying staff member(s) to be declared involuntarily redundant.

A35.14 [Determination] The Separation Committee will, as the end stage of any process followed, formally determine those staff member(s) to be declared involuntarily redundant, confirmation of which will be provided by the University in writing.

A35.15 [Appeal] A staff member who has been declared involuntarily redundant under A35.14 may appeal the decision to an Appeal Committee constituted in accordance with A33 of this Agreement.

[Grounds for appeal] The grounds of appeal will be limited to alleging that one or more decisions taken under this clause substantially miscarried as a result of serious defect in the decision-making process.

[Terms of reference] The Appeal Committee will consider the grounds of appeal alleged and material and submissions relevant thereto, and make one of the following recommendations to the Vice-Chancellor:

- that the appeal be dismissed and the original decision be confirmed; or
- that the appeal be upheld.

[Action by Vice-Chancellor] The Vice-Chancellor will consider the recommendation of the Appeal Committee and make such final determination on the matter as s/he sees fit. Where the Appeal Committee has recommended the appeal be upheld, the Vice-Chancellor will consider any decision found to have substantially miscarried and take remedial action, if appropriate.

[Impact of appeal on redundancy payment] The amount of redundancy benefit will be reduced commensurate with the length of further employment under this clause by virtue of the appeal process.

A35.16 [Benefits payable] A staff member who has been declared involuntarily redundant will have her/his benefits paid as per A35.18.

A35.17 [Voluntary Redundancy Benefits]

A35.17.1 [Professional Staff]

- 2 weeks' salary per completed year of service within the University; and
- An additional 22 weeks' salary

A35.17.2 [Academic staff] A staff member may choose either of the following benefit options:

Benefit Option 1

- 2 weeks' salary per completed year of service within the University to a maximum entitlement of 52 weeks' salary; and
- An additional 22 weeks' salary

Benefit Option 2

[Age-based component]:

45 years or over	11 months' salary
44 years	10 months' salary
43 years	9 months' salary
42 years	8 months' salary
41 years	7 months' salary
40 years or under	6 months' salary

[Service-based component]

Up to completion of 2 years	4 weeks' salary
2 years and up to completion of 3 years	6 weeks' salary
3 years and up to completion of 4 years	7 weeks' salary
4 years and over	8 weeks' salary

A35.17.3 [Transition period] In addition to the benefits outlined in A35.17.1 or A35.17.2, the staff member will be entitled to a five week transition period from the date that the University accepts the application for voluntary redundancy. This period may, at the request of the staff member, either be taken as further employment or as a lump sum.

A35.17.4 [Leave entitlements] A staff member will receive payment in respect of any leave entitlements outstanding as at the date of separation.

A35.17.5 The benefits specified in A35.17.1 and A35.17.2 are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

A35.18 [Involuntary Redundancy Benefits]

A35.18.1 [Professional staff]

[Notice period] The following periods of notice of redundancy will apply:

Less than 1 year's service	2 weeks
1–2 years' service	4 weeks
2–3 years' service	6 weeks
3–4 years' service	7 weeks
More than 4 years' service	8 weeks

[Service entitlement payment] In addition to the prescribed period of notice above, the staff member will be entitled to a payment of 2 weeks' salary for each completed year of service (and pro-rata for part-year service).

A35.18.2 [Academic staff] The following entitlements will apply:

[Age-based entitlement]

45 years or over	11 months' salary
44 years	10 months' salary
43 years	9 months' salary
42 years	8 months' salary
41 years	7 months' salary
40 years or under	6 months' salary

[Notice period]

Up to completion of 2 years	4 weeks' salary
2 years and up to completion of 3 years	6 weeks' salary
3 years and up to completion of 4 years	7 weeks' salary
4 years and over	8 weeks' salary

A35.18.3 [Notice Periods] A staff member may request to work all or part of the relevant period of notice

specified but the University reserves the right to pay the staff member in lieu of all or part of the period of notice.

A35.18.4 [Leave entitlements] A staff member will receive payment in respect of any leave entitlements outstanding as at the date of separation.

A35.18.5 The benefits specified in A35.18.1 and A35.18.2 are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

A35.19 [Salary] All benefits will be calculated at the salary applicable to the staff member's substantive continuing position, including superannuable allowances, at the date of cessation of employment.

A35.20 [Reasonable leave and expenses] During a period of involuntary redundancy, a staff member will be entitled to reasonable leave as determined by the University with full pay and in addition academic staff will be entitled to reasonable expenses incurred in attending necessary employment interviews.

A35.21 [Re-employment] A staff member who is made redundant under the terms of this policy will not be eligible for continuing or fixed-term employment for a period of three years from the date of separation; and may only be appointed, after three years from the date of separation, to a position which is distinctly different to that of previous University employment.

A35.22 [Decision regarding redundancy] Subject to A35.15, the decision of the University with regard to either voluntary or involuntary redundancy will be final and will not be subject to dispute, review, appeal or grievance under any provision contained in this Agreement.

A35.23 [Procedures] The procedures that apply to redundancy will be those as set out in the University's Redundancy Policy and Procedures.

Policy and Procedures

1. Circumstances where redundancy may occur

may, further to A35.1, include the following:

1.1 Professional staff

- the duties which the staff member performs are no longer required to be performed or to be performed at the staff member's classification; and/or the programs/activities for which the staff member provides a service have been cut/reduced; and/or
- a restructuring has occurred, or will occur, which will lead to a situation where staff are surplus; and/or
- a staff member's workplace is to move either elsewhere on campus, or to a site off campus.

1.2 Academic staff

- The student:staff ratio in courses/subjects/topics is below the Faculty and/or School/Department/Unit average, using the normal student load measures in that Faculty/Unit (EFTSU or WEFTSU);
- The course/subject/topic is duplicated elsewhere in the University sector; and/or
- The approved Faculty and/or School/Department plans do not require the staff member's expertise or qualifications; and/or
- A decline in an organisational unit of Faculty/Portfolio income, such that one or more academic posts are no longer affordable.

1.3 Number of redundant posts

In determining the number of posts to be made redundant, account will be taken of the relative costs of different posts and the overall savings to be made.

2. Formal Communication during the Redundancy Process

The University will ensure that the Executive Dean, Portfolio Head, the Dean of School or Divisional Head and affected staff are advised in writing at all stages of the redundancy process and at any time as determined by the Separation Committee.

3. Role of the Executive Dean/Portfolio Head

The Executive Dean/Portfolio Head will be responsible for the management of redundancies in that Faculty/Portfolio.

4. Separation Committee

4.1 Further to A35.6:

4.1.1 the role of the Separation Committee is to:

- consider and determine any Faculty/Portfolio proposal for voluntary and involuntary redundancy; and
- consider and determine recommendations for making particular posts/staff members redundant, including the redundancy package that would apply; and
- ensure that all stages of the redundancy process comply with University policy and procedures; and
- approve strategies, on the recommendation of the Executive Dean/Portfolio Head which address the changing operational requirements of the area and which minimise the resultant number of redundancies in the area.

4.1.2 Notwithstanding 4.1.1, the Chair may approve an individual case for redundancy where separation has been agreed with the staff member.

4.2 Composition

The Separation Committee will comprise:

4.2.1 Professional Staff Separation Committee

- the Vice-Chancellor or nominee;
- a Deputy Vice-Chancellor;
- an Executive Dean, selected from a Faculty/Portfolio other than the Faculty/Portfolio proposing the redundancies;
- the Senior Vice-President or nominee;
- a professional staff member nominated in accordance with A33.1.3 who will be non-voting.

4.2.2 Quorum

The quorum of a Professional Staff Separation Committee will be three management members and one University Consultative Committee representative.

4.2.3 Academic Separation Committee

-
- the Vice-Chancellor or nominee
 - a Deputy Vice-Chancellor
 - an Executive Dean or nominee, selected from a Faculty/Portfolio other than the Faculty/Portfolio proposing the redundancies
 - one member of the academic staff at Level B, C or D, drawn from a pool of such staff nominated from time to time by the Vice-Chancellor
 - the Senior Vice-President or nominee; and
 - an academic staff member nominated in accordance with A33.1.3

4.2.4 Quorum

The quorum of an Academic Staff Separation Committee will be three management members and one University Consultative Committee representative.

4.2.5 Joint Separation Committee

Where both academic and professional staff redundancies within an area are being considered concurrently, the Academic Staff Separation Committee membership will be expanded to include a professional staff member (non-voting) nominated in accordance with A33.1.3.

4.2.6 Quorum

The quorum of a joint Separation Committee will be three management members and the two staff members nominated in accordance with A33.1.3.

5. Redundancy Proposal

In framing the redundancy proposal, the Executive Dean/Portfolio, in consultation with the relevant School or Division, will include the following:

5.1 Professional staff redundancies

- the criteria for redundancy as per 1.1 above and clause A35.1.1;
- the number of categories of staff members likely to be affected;
- the period over which the redundancies are likely to occur;
- the current staffing profile of the affected area including the number of continuing and fixed-term posts;
- any continuing, fixed-term and casual appointments which have been made in the last 12 months; and
- any continuing, fixed-term and casual appointments which are planned for the next 12 months, including any appointments that may result from the restructuring and/or redundancies.

5.2 Academic staff redundancies

- the criteria for redundancy as per 1.2 and clause A35.1.2;
- a statement as to the current and planned research and teaching activities of the School/Department/ Unit;
- the number of categories of staff members likely to be affected;
- the period over which the redundancies are likely to occur;
- the current staffing profile of the affected area including the number of continuing, convertible and fixed-term posts;
- any continuing, convertible and fixed-term appointments which have been made in the last 12 months; and

5.3 Invitation to discuss redundancy proposal

The Executive Dean/Portfolio Head and relevant Dean of School or Division Head may be invited to discuss the redundancy proposal with the Separation Committee.

6. Voluntary Redundancy

6.1 Advice to affected staff

Following approval by the Separation Committee of a redundancy proposal, the University will provide the affected staff members with the following information:

- circumstances and background leading to the redundancy situation;
- the number and categories of staff likely to be affected;
- the time period over which the redundancies are likely to occur;
- options for affected staff which may include relocation, retraining opportunities, redeployment, secondment, flexible staffing options, and voluntary redundancy packages;
- details of any suitable vacancies during the redundancy period.

6.2 Call period and applications

A staff member invited to apply for voluntary redundancy under Clause A35.10 will be required to respond to such an offer to the Director, Human Resources within a period of no less than four weeks (the “call period”). The Separation Committee may determine a longer call period if circumstances warrant.

6.3 Executive Dean/Portfolio Head recommendation

All applications for voluntary redundancy will be referred to the relevant Executive Dean/Portfolio Head for recommendation to the Separation Committee. For professional staff, the Executive Dean/Portfolio Head will, as part of the recommendation, outline any specific circumstances which might require a period of further employment for the staff member in addition to that specified in clause A35.17.3

6.4 Decision of Separation Committee

Within 15 working days of the closing date for applications for voluntary redundancy, the Separation Committee will meet to either accept the application or to decide that no further action will be taken in relation to a specific redundancy or redundancies.

7. Involuntary Redundancy

7.1 Decision to proceed to involuntary redundancy

As part of its deliberations under A35.13, the Separation Committee will determine if circumstances have changed since the decision was taken to proceed with a redundancy process, thereby averting the need for involuntary redundancies. For academic staff, the relevant Executive Dean/Portfolio Head and Dean of School and affected staff members may request a meeting with the Separation Committee prior to the decision being made.

7.2 Affected staff members

Where the Separation Committee approves the involuntary redundancy step, it will, in accordance with A35.13, determine the process to be followed. The University will formally advise in writing any staff member who has failed to apply for voluntary redundancy that s/he is identified as occupying a redundant post.

7.3 Decision regarding involuntary redundancy

Following a determination by the Separation Committee as to the positions to be made involuntarily redundant, the University will, in accordance with A35.14, advise each staff member identified in 7.2 of its decision to either confirm her/his appointment or to declare the staff member redundant.

7.4 Retention of post

A staff member whose appointment has been confirmed will retain her/his post at the same level and status without detriment.

7.5 Retrenchment

A staff member who has been declared involuntarily redundant will have her/his employment terminated and will be paid benefits as per clause A35.18.

8. Outplacement service for professional staff

The University will provide appropriate career counselling and outplacement service for professional staff members who are retrenched. Such a provision will be made for the duration of the notice period under clause A35.18.1. In some circumstances the cost of this service will reduce the total benefits payable to a staff member.

9. Definition of salary

9.1 Salary maintenance

Salary maintenance will include normal incremental advancement through the salary range of the position if the increment falls within the period of notice.

9.2 Maintenance of higher duties

For professional staff, higher duties for staff declared redundant will be maintained for the previously authorised higher duties period.

9.3 Shift/Penalty Rates

In cases of professional staff members who are regularly paid shift or penalty rates the salary used for calculation purposes will be an average of the staff member's fortnightly pay calculated over the preceding 12 months including shift and penalty payments.

10. Effect of Redundancy on Leave

10.1 Long Service Leave

Any staff member declared redundant will receive a lump sum pro-rata long service leave payment, subject to a minimum period of five years' service.

10.2 Maternity leave

If the end of the notice period under A35.18.1 falls within a period of approved paid maternity leave, a staff member will be paid for the full period of maternity leave to which she was entitled.

10.3 Use of personal/carer's leave during notice period for academic staff

Where a period of certificated personal/carer's leave is taken during the notice period specified in clause A35.18.2, the notice period will be extended by an equivalent period. However, any personal/carer's leave taken must be in accordance with the staff member's entitlement to paid personal/carer's leave as prescribed in relevant leave provisions, and the notice period may not be extended by a period greater than the equivalent number of weeks to which the staff member is entitled under clause A35.18.2.

11. Refusal of suitable employment or training

Subject to clauses A35.8 and A35.9, a staff member whose job has become redundant will not be eligible to receive maintenance of salary payments if the staff member refuses offers of suitable employment or suitable training.