



University of  
South Australia

## Redundancy and Redeployment Procedure

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### APPLICATION

This procedure applies to continuing staff employed in accordance with:

1. The University of South Australia Enterprise Agreement 2019 (the Agreement).
2. an Australian Workplace Agreement (AWA) where a reference to this procedure is specifically referred to in the AWA.

This procedure should be read in conjunction with the relevant clauses contained in the Enterprise Agreement.

### OVERVIEW

The University acknowledges that security of employment is important if the University is to function effectively and to achieve its strategic goals. Should circumstances warrant a reduction in staffing, the University will explore reasonable measures to minimise and mitigate the need for compulsory redundancy including natural attrition, reduction in casual and/or fixed term contract staff, inviting applications for voluntary redundancy in areas affected by the staffing reduction and redeployment opportunities in accordance with the provisions of the Agreement.

Redundancy at the University can occur as a result of a range of mechanisms, normally as a result of a major workplace change as outlined in clause 55 of the Agreement

This procedure outlines the steps that will be followed and the options available when redeployment and/or redundancies are implemented by the University.

### DEFINITIONS

1. *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 workplace change.

2. *Voluntary Redundancy* occurs when a staff member holding a position that has been declared redundant separates from the University on a voluntary basis.
3. *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.

## **PROCEDURE**

### **1. Circumstances where redundancy benefits will be applied**

Redundancy benefits will be applied in the following circumstances:

a) Voluntary Redundancy outside of Major Workplace Change

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) Redundancy during Workplace Change

i) Voluntary redundancy prior to implementation plan

At any stage prior to the commencement of an implementation plan in accordance with clause 55 of the Agreement, the University may call for expressions of interest in a voluntary redundancy benefit 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.

ii) Voluntary redundancy or option of redeployment on implementation 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 in accordance with the managing change clause, the staff member will be declared to be occupying a position which is redundant and will be offered a voluntary redundancy benefit, or the staff member may elect the option redeployment.

c) 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.

d) Redundancy at the conclusion of redeployment, or where the University determines no redeployment period

i) Voluntary redundancy

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 will be offered a voluntary redundancy benefit.

ii) **Compulsory redundancy**

If a staff member rejects an offer of a voluntary redundancy benefit, they will be given notice by the Executive Director: People, Talent and Culture that they will be made compulsorily redundant according to the compulsory redundancy benefits.

Staff who have been informed that they will be made compulsorily redundant will be advised to seek advice from the Executive Director: People, Talent and Culture on further measures which might be taken to avert their termination.

**2. Redundancy benefits**

Redundancy benefits will be paid in accordance with the provisions outlined in clauses 63 and 65 of the Agreement

**3. Further conditions**

Information on matters such as retention of staff during a notice period, payment of redundancy benefits and re-employment, are outlined in clause 62 of the Agreement.

**4. Alternatives to compulsory redundancy**

a) **Redeployment**

If, as a result of a workplace change, a continuing staff member is not placed in a position, the staff member is eligible for a reasonable redeployment period of up to maximum period of 6 months as determined by the Executive Director: People, Talent and Culture subject to the provisions outlined in clause 64.3 of the Agreement.

b) **Job swap opportunities**

- i) Where a staff member has been informed that they will be made compulsorily redundant, the Executive Director: People, Talent and Culture will 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.
- ii) The Executive Director: People, Talent and Culture 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 B accepts a voluntary redundancy package, and there is an appropriate skills match
- iii) Should the voluntary redundancy for staff member B exceed the cost of that of staff member A, a central fund will meet the difference in cost.
- iv) Where there is no alternative position secured for staff member A, the Executive Director: People, Talent and Culture will continue to attempt to find alternatives to compulsory redundancy throughout the staff member's notice period, or until such time as the staff member A elects to have the remainder of their notice period paid out, their employment with the University terminated and the compulsory redundancy benefit paid to them.

## **FURTHER ASSISTANCE**

Management and staff may seek further advice from:

- Their immediate supervisor
- The People, Talent and Culture Business Partner for their area
- People, Talent and Culture
- The People, Talent and Culture website

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