



Context and Purpose

The University will prioritise security of employment to function effectively and achieve its strategic goals. Should circumstances warrant a reduction in positions in accordance with the University of South Australia Enterprise Agreement 2023 (the Agreement), the University will implement all reasonable and relevant measures to minimise and mitigate the need for compulsory redundancy including natural attrition, reduction in casual and/or fixed term contract positions, inviting applications for voluntary redundancy in relevant areas, job swap opportunities, and redeployment opportunities in accordance with the provisions 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 and when a staff member requests a voluntary redundancy in accordance with clause 63.8 of the Agreement.

This procedure applies to continuing staff employed in accordance with the Agreement and should be read in conjunction with the relevant clauses contained in the Agreement.

Responsibility

The Executive Director: People, Talent & Culture will ensure organisation-wide adherence to this procedure.

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 major workplace change.

Voluntary Redundancy occurs when a staff member occupying a position on a substantive basis that has been declared redundant separates from the University on a voluntary basis.

Compulsory Redundancy occurs when a staff member occupying a position on a substantive basis 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

A. Circumstances Where Redundancy Benefits May Be Applied

1. Voluntary Redundancy outside of Major Workplace Change
 - 1.1. 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.
2. Redundancy during Major Workplace Change
 - 2.1. Voluntary redundancy prior to final plan.
 - 2.1.1. In accordance with clause 63.9 of the Agreement, at any stage prior to the commencement of a final plan (in accordance with clause 56 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.
 - 2.2. Voluntary redundancy or option of redeployment on final plan

2.2.1. Where the University decides to proceed with a major workplace change, and as a consequence, one or more positions are declared redundant and a continuing staff member is not placed into a position in accordance with the major workplace 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 redeployment in accordance with the Agreement.

3. Voluntary redundancy during redeployment

3.1. 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.

4. Redundancy at the conclusion of redeployment, or where the University determines no redeployment period

4.1. Voluntary Redundancy

4.1.1. 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.

4.2. Compulsory Redundancy

4.2.1. 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.

4.2.2. In the notice, they will be advised they can seek advice from the Executive Director: People, Talent and Culture on further measures which might be taken to avert termination of their employment (see part D of this Procedure).

B. Redundancy Benefits

5. Redundancy benefits will be paid in accordance with the provisions outlined in clauses 64 and 66 of the Agreement.

C. Further Conditions

6. Information on matters such as retention of staff during a notice period, payment of redundancy benefits and re-employment, are outlined in clause 63 of the Agreement.

D. Alternatives to Compulsory Redundancy

7. Redeployment

7.1. If, as a result of major 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 65.3 of the Agreement.

8. Job Swap Opportunities

8.1. 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.

8.2. 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.

- 8.3. 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.
- 8.4. 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.

Officer Responsible for Update and Review: Executive Director: People, Talent, and Culture

Approved by: Vice Chancellor

Commencement Date: TBD

Review Date: TBD

History:

- > Reviewed: October 2014
- > Amended: August 2017
- > Amended: January 2019
- > Amended: July 2019
- > Amended: March 2020
- > Amended: March 2024