

# REDUNDANCY PROCEDURE

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## 1 PURPOSE

- 1.1 This procedure outlines the processes required to administer redundancies at CQUniversity.

## 2 SCOPE

- 2.1 This procedure applies to all CQUniversity employees except:
- principal research employees
  - research contingent continuing employees
  - support research-only employees
  - fixed term employees
  - casual employees
  - English language centre employees, or
  - senior employees (employed on a senior management contract).

## 3 PROCEDURE

- 3.1 The University is committed to maximising the job security of its employees and recognises that the first priority in dealing with redundancy is to consider voluntary measures. The University will make all reasonable efforts to manage job reductions through natural attrition and transfer of an employee/s within the University, prior to moving to the redundancy provisions as detailed in the [Central Queensland University Enterprise Agreement 2017](#).

## Single position

- 3.2 Before a position is formally declared redundant, the Chief Operating Officer, relevant Vice-President, or Director within the Vice-Chancellor and Presidents Division, must write to the Director People and Culture (or nominee) providing reasons why the position occupied is likely to become surplus to the requirements of the Division or [business area](#).

### Assessment

- 3.3 The People and Culture Directorate will conduct an assessment. If after the assessment, it is considered that a situation of redundancy may exist, the Vice-Chancellor and President (or nominee) will be notified.

### Consultation

- 3.4 If the Vice-Chancellor and President (or nominee) agrees with the assessment, a supervisor will notify the employee (and a representative where the employee chooses) of the proposed redundancy. The supervisor, and a People and Culture Directorate representative, will meet with the employee concerned and where the employee chooses, their representative.
- 3.5 The University will consult about the need and the incidence for the change and provide sufficient information to allow the employee (and their representative) the opportunity to contribute their views about the proposed redundancy.
- 3.6 The consultations will include discussions of measures to avert the proposed redundancy. They will also include measures to mitigate the adverse effect of the proposed redundancy through voluntary separation or voluntary redeployment, and the timelines associated with those options. Consultations will seek to reach a shared decision about the change but this does not mean that consensus must be reached. After the initial meeting the University will consider any information or feedback provided by the employee and/or their representative. Once information or feedback has been considered, the supervisor and People and Culture Directorate representative will meet as soon as practicable with the employee (and their representative/s if applicable) to notify of the University's decision. Advice will also be provided in writing to the employee regarding inter alia, any reasons for the proposed redundancy, measures to avoid or minimise the redundancy, and measures to mitigate any adverse effects of any redundancy on the employee/s concerned.

### Voluntary separation, voluntary redeployment or review

- 3.7 An employee will be advised that the position they occupy is redundant, and will be given two weeks (10 working days) in which to indicate that they wish to either:
- take voluntary separation
  - seek redeployment over the remaining six week period, or
  - seek a review of the process leading to the decision to declare the position redundant.
- 3.8 If an employee fails to indicate within 10 working days of being advised that the position they occupy is redundant, which of the above options they wish to take, or they choose not to take either of the options available, they will be advised of their final day of employment and will receive a redundancy package as outlined below.

### Involuntary redundancy

- 3.9 If an employee elects a review of the redundancy decision, and subsequently fails in the review application, or fails to be redeployed, the employee will, at the completion of the 'consideration period' (i.e. consideration period in this instance consists of 10 days for the decision plus six weeks' further consideration) cease employment and receive a redundancy payment in accordance with clause 13.5.1 (for Academic Staff) or clause 13.5.2 (for Professional Staff and VET Educators) of the Enterprise Agreement.

### Assistance

- 3.10 Employees may access the [Employee Assistance Program](#) (EAP) at any time during the above processes for further support and counsel if necessary.

## Multiple positions

### General call for expressions of interest in voluntary measures

- 3.11 Where multiple job reductions are necessary, and following consultation in respect to the relevant change proposal developed (refer to clause 7 'Consulting on Workplace Issues' of the Enterprise Agreement, and the [Managing Change Principles and Processes](#)), the University may call for expressions of interest from employees wishing to be considered for:
- voluntary redeployment, or
  - voluntary separation.
- 3.12 After the call for expressions of interest, employees will have 10 working days to advise the relevant [Senior Executive](#) in writing if they wish to be considered for voluntary redeployment or separation.
- 3.13 Following receipt of the expression of interest, the Senior Executive, in consultation with the head of business area will provide a recommendation with reasons, on each expression of interest. Such recommendations will be forwarded to the Director People and Culture.
- 3.14 The University will consider the expressions of interest against the targets of the change proposal and reserves the right to accept or reject any application.
- 3.15 An employee who made an expression of interest which was not accepted may seek a review of the decision by accessing the Grievance Resolution Procedure in the Enterprise Agreement.
- 3.16 Where employees are provided with an opportunity to apply for a voluntary separation package and the general expressions of interest do not meet the rationalisation and reorganisation objectives required, the University may call a further round of expressions of interest targeted to particular areas.

### Voluntary separation

- 3.17 If an application for voluntary separation is successful, the employee will be advised of their separation date and of the voluntary separation package they will receive. Such a package will consist of:
- a six week payment in-lieu of the balance of the "consideration period"
  - a two week salary payment as a separation incentive
  - a redundancy payment as described at either clause 13.5.1 (for Academic Staff) or clause 13.5.2 (for Professional Staff and VET Educators) of the Enterprise Agreement, with such a payment being equivalent to at least four weeks salary
  - pro-rata long service leave calculated on completed years of service or part thereof, less any periods of long service leave already taken, and
  - other leave entitlements and loadings payable on termination.

### Voluntary redeployment

- 3.18 Employees who have expressed an interest in voluntary redeployment will, for the remainder of the consideration period, be considered for new or vacant positions available at the same or other campuses (this is by mutual agreement for employees not employed on a continuing appointment on 6 May 2010). Employees employed on continuing appointments after 6 May 2010 can be transferred to another campus in accordance with the 'Transfer and Job Rotation' clauses of the Enterprise Agreement) suitable to their skills and qualifications.
- 3.19 Where the number of suitable redeployees exceeds the number of positions available, selection will be made through a merit based selection process.
- 3.20 An employee may be offered and accept redeployment to a position of equivalent or lower classification. Where redeployment is to a lower classification, salary maintenance for a period of six months will apply to the employee.

- 3.21 An employee will not be offered redeployment to a position of higher classification. This does not preclude an employee from applying for positions of a higher classification through the University's recruitment procedures.
- 3.22 The University will endeavour to find the employee a suitable redeployment opportunity for the balance of the remaining six week consideration period. During this period, the employee will remain in their substantive position.
- 3.23 The redeployee should actively participate in the search for redeployment opportunities and allow a summary of their work history, skills, abilities, qualifications and job preferences to be circulated with the aim of alerting other areas of the University as to the availability of the employee to fill upcoming vacancies. Other actions to assist the employee may also be agreed as appropriate e.g. assistance in preparing a curriculum vitae and covering letter.
- 3.24 If a suitable position is available and it is practical for the employee to be retrained to fulfil the duties and responsibilities required of the position, the University will provide such training.

### **Trial placement**

- 3.25 Where a redeployee is interviewed for a position and deemed suitable for the role immediately, or deemed suitable after receiving a reasonable amount of training, they will be offered a trial placement. The redeployee will be expected to respond to the written offer of trial placement within three working days. If following an interview, a redeployee is unsuccessful in obtaining redeployment, the redeployee will be provided with constructive feedback.
- 3.26 The trial placement will be for three months at the redeployee's current salary level. This trial placement may be shortened by the mutual agreement of the parties. The trial placement may be extended at the University's discretion by any periods of certified sick leave or pre-booked annual leave required to be taken during the period of the trial placement.
- 3.27 The redeployee will be given regular feedback on their performance in respect to the duties and responsibilities required of the position by their line supervisor during the trial placement. Following feedback, the redeployee will be given the right to respond to any performance issues raised. A final assessment of the redeployee's performance will be made by the immediate supervisor and the next line manager in consultation with the redeployee, not less than two weeks prior to the end of the trial period. A recommendation outlining the details of the redeployee's performance against the duties and responsibilities of the position and whether they should be offered permanent redeployment will be submitted to the Director People and Culture. If the performance has been satisfactory, a formal offer of redeployment will be made. If the redeployee accepts this offer, the redeployee will be formally redeployed to the position and will receive the salary and entitlements appropriate to that position.

### **Non-acceptance of offer**

- 3.28 Employees who have elected to seek redeployment after their position has been declared redundant, and who are offered another appropriate and objectively acceptable position with the University but decline that offer, may not be eligible to have the redundancy benefit paid at the concessional tax rates.

### **Unsuccessful redeployment search/inability to perform duties**

- 3.29 If the University is unsuccessful in its voluntary redeployment search or if, after the assessment process outlined above, the employee is unable to perform the duties of the position to which they were redeployed, the University will pay a redundancy.

### **Relocation entitlements**

- 3.30 Employees who accept voluntary relocation to another CQUniversity campus will receive relocation entitlements in accordance with the Enterprise Agreement.

### **Fixed-term appointment**

- 3.31 If the University can offer an employee a fixed-term position in an attempt to mitigate the adverse effects of any termination, and the employee agrees to this, the University will continue to attempt redeployment to a continuing position within the six weeks remaining of the consideration period. The employee will continue in the fixed-term position until its end date or until the position is terminated. If the University has not been able to offer the redeployee a continuing position within this time, the redeployee will be entitled to receive the redundancy benefit as per the Enterprise Agreement.

### **Involuntary redundancy**

- 3.32 If an employee elects a review of the redundancy decision (refer to clause 13.6 of the Enterprise Agreement), and subsequently fails in the review application, or fails to be redeployed, the employee will, at the completion of the six week consideration period cease employment and receive a redundancy payment in accordance with clause 13.5.1 (for Academic Staff) or clause 13.5.2 (for Professional Staff and VET Educators) of the Enterprise Agreement.

### **Assistance**

- 3.33 Employees may access the Employee Assistance Program (EAP) at any time during the above processes for further support and counsel if necessary.

### **Future employment**

- 3.34 In order to maintain the integrity of the 'Redundancy' clause of the Enterprise Agreement and the approval of the Australian Taxation Office, the University can make no commitment of future employment at CQUniversity to employees who have accepted a separation or redundancy package.

## **4 RESPONSIBILITIES**

### **Compliance, monitoring and review**

- 4.1 The Director People and Culture is responsible for implementing, monitoring, reviewing and ensuring compliance with this procedure.

### **Reporting**

- 4.2 No additional reporting is required.

### **Records management**

- 4.3 Employees must manage records in accordance with the [Records Management Policy and Procedure](#). This includes retaining these records in a recognised University recordkeeping information system.
- 4.4 University records must be retained for the minimum periods specified in the relevant [Retention and Disposal Schedule](#). Before disposing of any records, approval must be sought from the Records and Privacy Team (email [records@cqu.edu.au](mailto:records@cqu.edu.au)).

## **5 DEFINITIONS**

- 5.1 Terms not defined in this document may be in the University [glossary](#).

### **Terms and definitions**

**Business area:** a team employed at the University to manage a specific area of responsibility. Business areas could also be commonly known as a School or Directorate.

**Consultation:** conferring in a timely manner between the relevant employee/s (and representative/s where the employee chooses) in such a way that the participants, who are provided with access to the relevant information, have the opportunity to contribute to and to influence the decision. Consultation with employees does not mean reaching agreement.

**Redundancy:** a situation where a position is formally declared as ‘surplus to requirements’, that is, the University no longer requires a particular function or job to be performed by anyone. The emphasis is on the function or the job and not the employee. The disestablishment of a job or position may result from reasons including, but not limited to, technological change, scaling down of operations or production, re-organisation or sustained reduction in student numbers. A person who loses their job through redundancy is usually said to have been retrenched. There are provisions within the Enterprise Agreement and industrial legislation which govern procedures in respect to potential redundancy situations.

**Redundancy package:** a financial payment which will be made to an employee whose position has been identified as redundant and who has requested separation or where redeployment has been unsuccessful. Accepting a redundancy package will not be construed as resignation on the part of the employee.

**Representative:** a person chosen by an affected employee of the University to assist or represent them.

**Salary:** the nominal salary paid to the employee, but includes any allowance or loading which is counted as salary for superannuation purposes.

**Salary maintenance:** is where an incumbent of a position will have their present level of remuneration ‘frozen’, for a period of six months, after which time the salary will drop to that of the relevant classification level of the position they are occupying.

## 6 RELATED LEGISLATION AND DOCUMENTS

[Central Queensland University Enterprise Agreement 2017](#)

[Industrial Relations Act 1996](#) (NSW)

[Industrial Relations Act 2016](#) (Qld)

## 7 FEEDBACK

7.1 Feedback about this document can be emailed to [policy@cqu.edu.au](mailto:policy@cqu.edu.au).

## 8 APPROVAL AND REVIEW DETAILS

Approval and Review	Details
Approval Authority	Vice-Chancellor and President
Delegated Approval Authority	N/A
Advisory Committee	University Management Committee
Required Consultation	Joint Consultative Committee
Administrator	Director People and Culture
Next Review Date	03/02/2025

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Notes	This document was formerly known as the Job Security and Redundancy Procedure (23/02/2016).