JOB SECURITY AND REDUNDANCY PROCEDURES

PURPOSE

The University is committed, wherever possible, to maximising the job security of its employees and to manage job reductions through natural attrition and voluntary measures. In circumstances where redundancies exist, options such as voluntary part-time employment, voluntary redeployment and voluntary separation will be offered to affected employees in the first instance.

These procedures do not apply to Principal Research Employees, Research Contingent Continuing Employees, Support Research-only Employees, English Language Centre Employees, Casual Employees or to Senior Staff except as provided for in subclause 4.4.4 of clause 4 Operation of Agreement of the Central Queensland University Enterprise Agreement 2012.

These procedures should be read in conjunction with clauses 23 ‘Transfer and Job Rotation’, 28 ‘Job Security’ and 29 ‘Redundancy’ of the current Central Queensland University Enterprise Agreement 2012, as copied below:

23. Transfer and Job Rotation

23.1 After consultation with the employee concerned, the University may transfer or second an employee to another position within the University, within the same city/town, appropriate to their skills and experience, particularly when the position is in an area of demonstrated decline in student demand or is affected by the introduction of technological, organisational and other changes. An employee performing new duties should receive appropriate training and/or instruction prior to commencing such tasks. Job rotation may also be instigated as a professional development opportunity.

23.2 Should the University wish to transfer a current employee to another position within the University outside of the same city/town, such a transfer will be by mutual agreement. In this instance, the employee will be entitled to the relocation entitlements as detailed in clause 36 Relocation Entitlements.

23.3 Employees on secondment must be consulted about changes which impact on their substantive position.

23.4 Nothing in this agreement will preclude the University from offering a “new employee” or an existing employee appointed on a casual or fixed-term basis a continuing position under a contract of employment which requires that the University may transfer that employee to another position within the University either within the same city/town or to another city/town in which the University has, or may have in the future, a regional campus or presence (e.g. Bundaberg, Emerald, Gladstone, Mackay, Noosa and Rockhampton) with no less than 12 months notice. Such a transfer will occur particularly when the position the employee occupies is in an area of demonstrated decline in student demand or is affected by the introduction of technological, organisational and other changes. The employee will be entitled to the relocation entitlements as detailed in clause 36 Relocation Entitlements. Unless the University can demonstrate that the possibility of transfer to another city/town was made explicit in the recruitment process and the letter of appointment, transfer will only be by mutual agreement.
23.5 In situations where a transfer may be required other than by mutual agreement, based upon the circumstances as detailed in 23.4 above, the individual(s) who is impacted by this decision will be provided with an opportunity to make a written submission to the Vice-Chancellor and President or nominee if they wish the University to reconsider its decision. The submission would need to evidence how the proposed transfer would impact negatively on the individual or their family’s personal circumstances. In these circumstances, the University would, where possible, seek to find alternate work opportunities in the employee’s current location geographic location.

23.6 Professional Staff Only

Employees may be required to participate in job rotation or multi-skilling in consultation with their supervisor.

28. Job Security

(This clause does not apply to Principal Research Employees, Research Contingent Continuing Employees, Support research-only employees, English Language Centre Employees or to Senior Staff except as provided for in subclause 4.4.4 of clause 4 Operation of Agreement)

The University is committed, wherever possible, to maximising the job security of its employees. The University will make all reasonable efforts to transfer an employee within the University, as outlined in the clause 23 Transfer and Job Rotation, prior to moving to voluntary measures as detailed in this clause.

28.1 Consultation

(i) If rationalisation or reorganisation of staffing levels is considered necessary, University management will initiate consultations with affected employees and the relevant Union(s) as outlined in clause 8 Consulting on Workplace Issues about the need and incidence of such a process. The consultation will include provision of relevant information and seek to reach a shared decision about the change. Seeking to reach a shared decision does not mean that consensus must be reached.

(ii) Where after such consultations, management determines that job reductions through a downsizing or restructuring scheme are to occur, management will initiate consultation with affected employees and with the relevant Union(s) on implementation arrangements including a timetable, processes to be used and measures to ensure equity. Every effort will be made to ensure that remaining employees are not disadvantaged by increased workloads or loss of career prospects.

28.2 Voluntary measures

Where possible, the University will endeavour to manage job reductions through natural attrition and voluntary measures including:

- voluntary part-time employment;
- voluntary redeployment; and
- voluntary separation.

In circumstances when only one or a small number of positions are subject to redundancy, the University will not instigate a large scale call for expressions of interest in voluntary part-time employment, voluntary redeployment or voluntary separation. The individuals whose positions are subject to redundancy will be afforded the opportunity to express an interest in the above voluntary measures.

Procedures for managing the above options are detailed in University policy and procedures. Should the University propose changes to the relevant policy or procedures, it will consult with the
JCC in relation to these changes. Where an employee wishes to express interest in voluntary part-time employment, voluntary redeployment or voluntary separation they must do so by providing a written expression of interest and submitting it to the relevant Senior Executive Member within the eight week consideration proposal, except for expressions of interest for voluntary separation which must be submitted within the first two weeks.

The University retains the right to accept or reject expressions of interest based upon the needs of the work area to retain the incumbent of a position.

Voluntary part-time employment may be approved after taking into consideration the needs of the University, on the basis of a return to full-time employment at the end of the period or on the basis that the employee will voluntarily cease employment with the University at the end of the period of part-time employment. During the period of part-time employment and subject to the provisions or limitations of the employee’s superannuation fund trust deed, the University will continue to contribute to the employee’s superannuation fund at a rate equal to that applicable to the position to which the employee occupied immediately prior to the period of part-time employment. This arrangement will occur in accordance with the Job Security policies.

If an employee expresses interest in voluntary redeployment, and the University is unsuccessful in its redeployment search during the eight week consideration period, the employee will retain their substantive position unless that position has been declared redundant as per clause 29. An employee who is able to be voluntarily redeployed will participate in a trial placement of three months, if prior to the end of the trial period the employee is offered a permanent transfer to the position and the employee declines, the employee will be entitled to the redundancy benefits under clause 29. If the redeployee is unable to perform the duties of the trial position they may return to their substantive position unless that position has been declared redundant, and alternatively they will be entitled to redundancy benefits.

An employee who made an expression of interest for any of the above mentioned voluntary measures which was not accepted may seek a review of the decision through the grievance resolution process outlined in clause 67 of this agreement. The parties agree that any such matters will commence at the third level of the grievance procedures.

28.3 Voluntary separation package

(i) Employees who are successful in obtaining a voluntary separation package will receive a separation payment as follows:

- Voluntary separation payment equivalent to the redundancy notice period in subclause 29.4 Redundancy Notice Period, but not less than the severance payment outlined in subclause 12.2.8.1 (ii) Fixed-term employment (fixed-term employees) ; plus
- Balance of unused eight week consideration period (for a description of the operation of the consideration period see the relevant University policy and procedures. Should the University propose changes to the relevant policy or procedures, it will consult with the JCC in relation to these changes); plus
- Staff who accept voluntary separation within the initial two weeks of the eight week consideration period, will receive an additional two weeks’ salary; plus
- Payment on a pro-rata basis for long service leave calculated on completed years of service or part thereof, less any period(s) of long service leave already taken; plus
- Other leave entitlements and loadings payable on termination.

An employee who has worked different modes of employment on a continuous basis (eg full-time, part-time or casual), will have the equivalent full-time years of service used in the calculation of their voluntary separation payment. For example, where an employee has
served for 10 years, eight years on a full-time basis and two years on a 50% part-time basis, this service will equate to nine years full-time service.

(ii) All payments under this clause shall be calculated on the employee’s salary rate at the date of cessation of employment, which shall include work related allowances.

(iii) The benefits in this subclause are in lieu of any notice period, access to a scheme of redeployment or other redundancy benefit.

(iv) The benefit payable to an employee in accordance with subclause 28.3(i) will not exceed the salary that would be payable if the employee continued in employment to the expiry date of a fixed-term appointment.

29. Redundancy

(This clause does not apply to support research-only employees, Principal Research Employees, English Language Centre employees, fixed-term employees, casual employees, or to Senior Staff except as provided for in subclause 4.4.4 of clause 4 Operation of Agreement)

29.1 General principles

The University is committed, wherever possible, to maximising the job security of its employees. The University will make all reasonable efforts to transfer an employee within the University, as outlined in the clause 23 Transfer and Job Rotation, prior to moving to voluntary measures as detailed in this clause.

The University may declare a position redundant as result of changes in operational requirements of University which have significant effects, an economic, technological, structural or similar nature, including, but not limited to:

(i) A decrease in student demand or enrolments in any academic program or course or combination or mix of programs or courses conducted on one or more campuses;

(ii) A decision to cease offering or to vary the academic context of any program or course or combination or mix of programs or courses conducted on one or more campuses;

(iii) Financial exigency within an organisational unit, cost centre or across the University;

(iv) Changes in technology or work methods;

(v) Scaling down of operations or production, reorganisation or sustained reduction in student numbers; or

(vi) Reorganisation.

The University recognises that the first priority in dealing with redundancy is to consider the range of voluntary measures as outlined in University policy and procedures. Should the University propose changes to the relevant policy or procedures, it will consult with the JCC in relation to these changes.

The procedures for determining whether a position is redundant are set out in University policy and procedures. Should the University propose changes to the relevant policy or procedures, it will consult with the JCC in relation to these changes.

29.2 Review

An employee who has been given notice of redundancy may apply to the Vice-Chancellor or nominee within 10 working days, for a review of the process leading to the decision to declare the position redundant, on the grounds that the University did not act impartially or properly in making the decision to declare the position redundant, or that the rules of natural justice were not applied,
or that the decision was discriminatory. In such cases, a Review Committee will be convened in accordance with clause 67 Review Committees of this Agreement.

29.3 Redundancy package

(i) Measures to mitigate the adverse effects of the termination(s) will include a redundancy package. The redundancy package shall comprise of the following benefits:

- Voluntary separation payment equivalent to the redundancy notice period in subclause 29.4 Redundancy Notice Period; plus
- Balance of unused eight week consideration period (the consideration period is described in University policy and procedures. Should the University propose changes to the relevant policy or procedures, it will consult with the JCC in relation to these changes); plus
- Payment on a pro-rata basis for long service leave calculated on completed years of service or part thereof, less any period(s) of long service leave already taken; plus
- Other leave entitlements and loadings payable on termination.

The benefits in this subclause are in lieu of any notice period prescribed in clause 26 Notice of Termination of this Agreement.

An employee who has worked different modes of employment on a continuous basis (eg full-time, part-time or casual), will have the equivalent full-time years of service used in the calculation of their redundancy package. For example, where an employee has served for ten years, eight years on a full-time basis and two years on a 50% part-time basis, this service will equate to nine years full-time service.

(ii) All payments under this clause shall be calculated on the employee’s salary rate at the date of cessation of employment, which shall include work related allowances.

29.4 Redundancy Notice Period

Professional Staff Redundancy Notice Period
The redundancy notice period for Professional Staff is based only on length of service as specified in the ‘Length of Service Scale for Redundancy’. The redundancy notice period is capped at 52 weeks.

Academic Staff Redundancy Notice Period
The redundancy notice period for Academic Staff is based on age and length of service and is calculated by combining the relevant notice periods from the following ‘Age Based Scale for Redundancy’ and the ‘Length of Service Scale for Redundancy’. The redundancy notice period is capped at 78 weeks.

Length of Service Scale for Redundancy for Professional Staff and Academic Staff

<table>
<thead>
<tr>
<th>Each Completed Year of Continuous Service by the Employee</th>
<th>Notice Period for Each Year of Completed Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than or equal to 10 years</td>
<td>3 weeks for every year</td>
</tr>
<tr>
<td>More than 10 years</td>
<td>2 weeks for every year in excess of 10 years</td>
</tr>
</tbody>
</table>

Aged Based Scale for Redundancy for Academic Staff Only

<table>
<thead>
<tr>
<th>Age of Employee</th>
<th>Relevant Notice Period</th>
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</thead>
<tbody>
<tr>
<td>45 years or over</td>
<td>22 weeks</td>
</tr>
<tr>
<td>40, 41, 42, 43, 44 years</td>
<td>20 weeks</td>
</tr>
<tr>
<td>39 years or under</td>
<td>18 weeks</td>
</tr>
</tbody>
</table>
29.5 Other matters

(i) Any monies payable to the University by an employee, with respect to appointment and relocation expenses and HECS or Student Contribution fees (except if the employee fails), shall be waived in the event that the employee’s position is made redundant.

(ii) An employee whose employment with the University is terminated due to redundancy will be issued with a letter signed by the Director, Division of Human Resources certifying that the individual was the occupant of a position deemed to be surplus to the requirements of the institution.

(iii) If more than 15 employees are to be retrenched, Centrelink will be advised in writing.

End of Extract from the Central Queensland University Enterprise Agreement 2012.

PROCEDURES

These procedures may be instigated where:

- more than one or a small number of positions are affected in which case the University will follow the procedures outlined at clause 1 – 4 below; or
- only one or a small number of positions are affected in which case the University will follow the procedure outlined at clause 5 below.

1 Call for Expressions of Interest

Where job reductions are necessary and following consultation in respect to the relevant change proposal developed (refer to clause 8 ‘Consulting on Workplace Issues’ of the Enterprise Agreement, and the University’s Managing Change Guidelines), the University may, from time to time, call for expressions of interest from employees wishing to be considered for the following opportunities:

- voluntary part-time employment;
- voluntary redeployment; and
- voluntary separation.

1.1 Time for Employees to Consider Options

After calling for expressions of interest, employees will be given an eight week ‘consideration period’ to decide if they wish to pursue any of the above voluntary opportunities. Employees who wish to lodge an expression of interest in voluntary separation will be required to apply within two weeks. Employees who lodge an expression of interest to take voluntary separation and whose expression of interest is accepted and who wish to leave the University prior to the expiration of the eight week ‘consideration period’, subject to University approval, will be paid the balance of this eight week entitlement in addition to their separation package.

1.2 Application and Approval of Expressions of Interest

Employees applying for voluntary part-time employment, voluntary redeployment and/or voluntary separation should do so by completing a written expression of interest and submitting it to the Deputy Vice-Chancellor/Pro Vice-Chancellor as appropriate within the eight week period described at clause 1.1 of these Procedures.

Following receipt of the expression of interest, the Deputy Vice-Chancellor/Pro Vice-Chancellor, in consultation with the Head of organisational area will provide a recommendation, and the reasons for that recommendation, on each expression of interest. Such recommendations are forwarded to the Director, People and Culture.
Following consultation with the Joint Consultative Committee, the Deputy Vice-Chancellor or nominee will make the final determination. The University retains the right to accept or reject expressions of interest based upon the need of the work area to retain the incumbent of a position.

An employee who made an expression of interest which was not accepted may seek a review of the decision by accessing the University’s Grievance Resolution Procedures in the current Enterprise Agreement.

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.

2 Voluntary Part-Time Employment Guidelines

Part-time employment will be not less than 50% of the equivalent full-time position.

An employee who accepts a part-time appointment rather than accepting voluntary separation will no longer be eligible for a voluntary separation package or redundancy package. The employee will receive the normal applicable employee entitlements upon voluntary cessation of employment.

Annual increments will continue according to normal practice.

Leave entitlements will accrue on a pro-rata basis.

2.1 Proportional Workload

The workload and expectations of employees whose positions have changed from full time to part-time will be reduced proportionally. The pattern of part-time employment will be established by the supervisor in consultation with the employee.

2.2 Subsidised Superannuation Contributions

During the period of part-time employment, and subject to the provisions or limitations of the employee’s Superannuation Fund Trust Deed, the University will continue to contribute to the employee’s superannuation fund at a rate equal to that applicable to the position to which the employee occupied immediately prior to the period of part-time employment. Employees should obtain advice from the University Superannuation Officer in respect to this matter.

3 Voluntary Redeployment Guidelines

Employees who have expressed an interest in voluntary redeployment will be considered for new or vacant positions available at the same or other campuses (by mutual agreement for staff not employed on a continuing appointment when the current Enterprise Agreement came into force on 6 May 2010 – staff employed on continuing appointments after 6 May 2010 can be transferred to another campus in accordance with clause 23 ‘Transfer and Job Rotation’ of the Enterprise Agreement) suitable to their skills and qualifications.

Where the number of suitable redeployees exceeds the number of positions available, selection will be made through a merit based selection process.

An employee may be offered and accept redeployment to a position of equivalent or lower classification. In this circumstance, salary maintenance for a period of six months will apply to the employee.

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.
For the duration of the ‘consideration period’ as outlined in clause 28.2 of the Enterprise Agreement, the University will endeavour to find the employee a suitable redeployment opportunity. During this period, the employee will remain in their substantive position.

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.

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.

3.1 Trial Placement

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.

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 by any periods of certified sick leave or recreation leave required to be taken during the period of the trial placement.

The redeployee will be given regular feedback on their performance in respect to the duties and responsibilities required of the position by their immediate 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.

3.2 Non-Acceptance of Offer

Employees who have elected to seek redeployment under clause 28 of the Enterprise Agreement 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.

3.3 Unsuccessful Redeployment Search/Inability to Perform Duties

If the University is unsuccessful in its voluntary redeployment search or if, after the assessment process outlined at 3.1 above, the employee is unable to perform the duties of the position to which they were redeployed, the University will pay a redundancy.

3.4 Relocation Entitlements

Employees who accept voluntary relocation to another CQUiversity campus will receive relocation entitlements in accordance with clause 36 ‘Relocation Entitlements’ of the Enterprise Agreement.
3.5 Fixed-Term Appointment

If the University is able to 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 shall continue to attempt redeployment to a continuing position within 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 clause 29 of the Enterprise Agreement.

3.6 Redeployment Due to Ill-Health

In the case of an employee who has applied for voluntary redeployment, who for medical reasons is no longer able to perform the duties required of the employee’s substantive position, the employee shall participate in a rehabilitation program (where practicable) before being considered for redeployment. This rehabilitation program will be conducted in accordance with the University’s Rehabilitation Policy and Procedures.

3.7 Redeployment and Worker’s Compensation

Should an employee seeking redeployment be in receipt of compensation under WorkCover (or equivalent scheme), and be unable to perform the duties of the employee’s substantive position, the employee will remain on leave for compensation purposes and be paid by WorkCover Queensland (or equivalent). If WorkCover finalises the employee’s claim, and the employee is deemed unable to return to the substantive position held by the employee prior to going on worker’s compensation, the University will seek to redeploy the employee to an appropriate position. The employee shall be granted paid or unpaid leave for the period of up to eight weeks, depending upon leave balances held by the employee, during which time the University will be seeking an appropriate redeployment opportunity for the employee.

4 Voluntary Separation

Employees who are successful in obtaining a voluntary separation package will receive a payment calculated in accordance with clause 28.3 ‘Voluntary separation package’ of the Enterprise Agreement.

4.1 No Commitment to Future Employment

In order to maintain the integrity of clause 29 ‘Redundancy’ 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.

5 Redundancy Procedures

Before a position is formally declared redundant, the Deputy Vice-Chancellor/Pro Vice-Chancellor must write to the Director, People and Culture or nominee setting out the reasons why the position occupied is likely to become surplus to the requirements of the division/directorate.

5.1 Assessment

A senior officer within the People and Culture Directorate will conduct an assessment to ascertain whether the situation is one of redundancy. If after the assessment, it is considered that a situation of redundancy may exist, the Vice-Chancellor and President or nominee will be notified.

5.2 Consultation

a If the Vice-Chancellor and President or nominee agrees with the assessment, a Supervisor shall notify the employee, and where they choose, their representative, of the situation. The supervisor, in company with a Senior Employee Relations Advisor or nominee will then meet with the
employee concerned and where the employee chooses, their representative, to discuss the situation. Following a review of the outcome of this meeting including information or feedback provided by the employee, a Senior Employee Relations Advisor or nominee will notify the employee and where the employee chooses, their representative, in writing, whether the employee’s position is redundant.

b Should the employee’s position be declared redundant, the employee’s immediate supervisor in company with the Senior Employee Relations Advisor or nominee shall hold further discussions with the employee(s) directly affected, and if the employee chooses, their representative. The outcome of these discussions will be provided in writing to the employee and where the employee chooses, their representative.

c The discussions shall take place as soon as practicable after the University has made a decision and shall cover, 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.

d For the purposes of the discussion, the University shall provide to the employee(s) concerned, where the employee(s) chooses, their representative(s), all relevant information about the proposed terminations, the number and categories of employees likely to be affected and the number of workers normally employed, and the period over which the termination(s) is/are likely to be carried out.

5.3 Voluntary Measures

An eight week ‘consideration period’ will begin immediately upon written notification to the employee of redundancy. The employee must indicate to the University which of the following options the employee wishes to pursue within ten working days from the beginning of the consideration period (i.e. the date of written notification of redundancy):

- To elect voluntary separation and include the balance of the ‘transition period’ in the employee’s redundancy package; or
- To seek voluntary measures as outlined in clause 28 ‘Job Security’ of the Central Queensland University Enterprise Agreement 2012; or
- To apply for a review in accordance with subclause 29.2 ‘Review’ of the Central Queensland University Enterprise Agreement 2012.

5.4 Involuntary Redundancy

If an employee elects a review of the redundancy decision, redeployment or placement in part-time employment, and subsequently fails in the review application, or fails to be redeployed or placed in part-time employment, the employee will, at the completion of the eight week ‘transition period’ cease employment and receive an involuntary redundancy benefit in accordance with clause 29 ‘Redundancy’ of the Central Queensland University Enterprise Agreement 2012.

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

DEFINITIONS

Consultation: conferring in a timely manner between the relevant employee(s), and where they choose, their representatives, 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 Agreement and industrial legislation which govern procedures in respect to potential redundancy situations.

Redundancy package: a financial payment which shall 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: for an employee, means an employee of the University or union representative, (other than a practicing solicitor or barrister), who at the choice of an employee, may support and/or represent that employee. ‘Representative’ for management i.e. a person acting on behalf of the University in an executive, management, supervisor or similar roles, means an employee of the University or a representative from the Australian Higher Education Industrial Association (AHEIA) or another person of the University’s choice (other than a practicing solicitor or barrister) who may support and/or represent the University.

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.

RESPONSIBILITIES

The Director, People and Culture has overall responsibility for the implementation of these procedures.

RECORDS

All records relevant to these procedures are to be maintained in a recognised University recordkeeping system.

SUPPORTING DOCUMENTS

Central Queensland University Enterprise Agreement 2012

<table>
<thead>
<tr>
<th>Approval Authority</th>
<th>Vice-Chancellor and President</th>
</tr>
</thead>
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<tr>
<td>Administrator</td>
<td>Director, People and Culture</td>
</tr>
<tr>
<td>Original Approval Date</td>
<td>4 July 2011</td>
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<tr>
<td>Amendment History</td>
<td>Updated to 2012 Enterprise Agreement Vice-Chancellor and President 24 May 2013; Director, People and Culture 19 February 2016 (to align with changes to the Managing Change Principles and Process approved by the Vice-Chancellor and President 15 July 2015); Director, People and Culture 23 February 2016 (to align with changes to the Managing Change Principles and Process approved by the Vice-Chancellor and President 15 July 2015).</td>
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<tr>
<td>Date of Next Review</td>
<td>24 May 2016</td>
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<td>Related Documents</td>
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