

# Major Change, Notice, Redeployment, Redundancy and Voluntary Early Retirement Procedure

## Section 1 - Governing Policy

(1) This Procedure is governed by the Australian Catholic University (ACU) [Major Change, Notice, Redeployment, Redundancy and Voluntary Early Retirement Policy](#).

## Section 2 - Scope

(2) This Procedure sets out the requisite steps for implementation of the [Major Change, Notice, Redeployment, Redundancy and Voluntary Early Retirement Policy](#).

(3) All staff involved in Major Change, Notice, Redeployment, Redundancy and Voluntary Retirement should ensure compliance with this Procedure and governing Policy.

(4) The University's [Framework for Leading and Managing Change at ACU](#) assists managers in leading and managing major change in the workplace and provides information on the processes required to be undertaken by nominated supervisors, change leads, the Executive and Senior Executive.

## Section 3 - Major Change

(5) Where the University has made a decision (including a decision in principle) to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects (as defined in sub clause 1.3(dd) of the [ACU Staff Enterprise Agreement 2022-2025](#)) on staff, the University will notify and consult with the staff members who may be affected by the proposed changes, their staff representatives (including relevant Health and Safety Representatives (HSRs) and, where appropriate, campus Work Health and Safety (WHS) Committees) and the Unions. Staff members may choose to be assisted throughout the discussions in these processes by a Staff Representative.

(6) The University will consult directly affected staff informally before the development of a Change Management Plan. Directly affected staff will be informed that the University is contemplating major change in the area and ask staff their views about how proposed expected outcomes might be achieved.

(7) To support informal consultation affected staff, union representatives, relevant HSRs and Campus WHS Committees, and the ACU Staff Consultative Committee will be provided with the Case for Change for their feedback.

(8) The University will provide relevant information to affected staff as part of the consultation process and a Draft Change Plan will be distributed to relevant staff. The draft plan will include information about:

- a. the proposed change to occur;
- b. the rationale for the change in terms and expected outcomes;

- c. the anticipated effects on staff, including potential benefits or possible adverse effects, if any;
- d. how changed work will be performed and distributed between positions (including proposed classifications and job titles) and staff in the future including the anticipated effects on staff in other work units;
- e. Where redundancies are proposed, the work that will no longer be required to be performed by anyone, and the work that will continue to be performed by other staff members;
- f. Suggestions for avoiding or mitigating any potentially adverse effects on staff (including but not limited to work health and safety impacts including such as psychosocial hazards); including, if reasonably practicable, through natural attrition and voluntary measures such as voluntary redundancy, redeployment, relocation, training or retraining;
- g. The anticipated timeframe for consultation and implementation;
- h. The impact on the gender profile of the work unit;
- i. Any other relevant information.

(9) The University will seek feedback from affected staff and will consider any input from the University workplace community, staff representatives, relevant HSRs and Campus WHS Committees, and the Unions when considering draft change plans; including whether to proceed with the proposed change (either in its original or a revised form). The University will provide a response as part of the Final Change Plan.

(10) Where redundancies are proposed as part of a draft change plan, the University may invite staff members to express interest in voluntary redundancy (refer to section 4 below). The University may decline an expression of interest for voluntary redundancy where it considers that the position is required.

(11) The University will provide a copy of the Final Change Plan to staff, staff representatives and the Unions.

(12) Once the Final Change Plan is approved by the Vice-Chancellor and President, the University may declare a staff member's position to be redundant because the University decides that it no longer wishes the job/duties that the staff member has been doing to be done by anyone at that campus or location, and this is not due to the ordinary and customary turnover of labour.

(13) The University will conduct a post-implementation review appropriate to the change, including the effectiveness of consultation under clause 8.4.2 which occurs before the development of the Change Plan (refer section 3.1 above) and whether the expected outcomes for the change were achieved, within 6 to 12 months after the Final Change Plan implementation. Staff from the work unit who were directly affected by the change will have the opportunity to participate in the post-implementation review. The review findings and staff feedback will be discussed at an ACU Staff Consultative Committee meeting and will also be shared with relevant HSRs and Campus WHS Committees.

## Section 4 - Voluntary Redundancy

(14) Where redundancies are proposed as part of a draft change plan, the University may invite a relevant cohort of continuing staff members to express interest in voluntary redundancy. The University will provide staff with eligibility and assessment criteria that must be met to be considered for voluntary redundancy. A staff member who has, at the time of the call for expressions of interest in voluntary redundancy, resigned or has accepted a pre-retirement contract is not eligible for voluntary redundancy.

(15) Refer to sections 5 and 8 for arrangements for notice and severance pay following the University's acceptance of expressions of interest in voluntary redundancy.

# Section 5 - Notice

## Formal Notice of Redundancy

(16) Following the consultation process and approval of the Final Change Plan approval, the The University will formally notify the affected staff member in writing that their position has been made redundant and the date of the commencement of the Notice Period. This formal notice will outline the reason(s) for redundancy as described in the Agreement.

## Reasons for Redundancy

(17) The University may declare a staff member's position to be redundant for one or more of the following reasons:

- a. a decrease in student demand or enrolments in any academic course or subject or combination or mix of courses or subjects conducted on one or more campuses;
- b. a decision to cease offering or to vary the academic content of any course or subject or combination or mix of courses or subjects conducted on one or more campuses;
- c. financial exigency within an organisational unit or cost centre;
- d. changes in technology or work methods; or
- e. changes in the organisational structure of an organisational unit, a Faculty, a campus, or the University.

## Notice Period

| Completed years of service at the end of the day when notice is given | Period of Notice            |
|---|-----------------------------|
| Professional Staff less than or equal to 5 years of service           | 3 weeks per year of service |
| Professional Staff more than 5 years of service                       | 26 weeks                    |
| Academic Staff and Teachers   | 26 weeks                    |

(18) Where a staff member receives payment in lieu of notice, the payment will be calculated based on the salary that the staff member would have received had they continued working until the end of their notice period. Salary for this purpose refers to the following: □ salary level at the relevant employment fraction; and □ any applicable loadings and/or allowances, including higher duties. The above is subject to the capping of notice and severance payment in accordance with section 8.5 below.

(19) Where the staff member has been provided with notice of termination of employment for reason of redundancy in accordance with this clause procedure the staff member will be allowed up to (one) 1 days' time off without loss of pay during each week of the notice period for the purpose of seeking other employment.

## Retrenchment

(20) Retrenchment, which occurs when a staff member's employment is terminated because of redundancy, will be used as a last resort in accordance with the [Major Change, Notice, Redeployment, Redundancy and Voluntary Early Retirement Policy](#) y and the [ACU Staff Enterprise Agreement 2022-2025](#) (clause 8.1.3).

## Section 6 - Redeployment

(21) Wherever possible, as a first step to avoid the need for retrenchment following notification of redundancy, the University reserves the right to redeploy or relocate an affected staff member to a suitable position, subject to the provisions of the Agreement. A staff member will not unreasonably decline to accept redeployment, relocation, training or retraining save that the University and an affected staff member may agree that the redeployment is not suitable.

(22) The University's Redeployment Factsheet provides further information regarding the process involved in finding suitable alternative employment opportunities for staff affected by change.

### Redeployment of Professional Staff

(23) In redeploying a Professional staff member to a suitable vacancy, the University will consult with the staff member and shall have regard to the needs of the University and any of that staff member's:

- a. skills and knowledge;
- b. substantive classification;
- c. salary level;
- d. retraining requirements;
- e. physical and/or health requirements;
- f. flexible working arrangements;
- g. career trajectory and aspirations;
- h. present residential location; and
- i. capacity to move to another campus.

(24) The University will also invite the staff member and their representatives to consult on other measures to mitigate the adverse effects of retrenchment.

### Redeployment of Academic Staff

(25) In the case of Academic Staff members, the University may decide to change their Academic Career Pathway in order to mitigate the effects of a redundancy or potential redundancy.<sup>[1]</sup>

[1] The Academic Career Pathway for the staff member is a University decision as outlined in sub clause 5.2.4.2 of the Agreement.

(26) Redeployment to a suitable position may be either within the University, or it may be with an alternative employer. In the case of the latter, the University may obtain suitable position with, for example, a hospital for an Academic Staff member from the Faculty of Health Sciences or a school for an Academic Staff member from the Faculty of Education and Arts.

(27) Further, the University will consider the following:

- a. an Academic Staff member's qualifications and areas of research interest,
- b. the potential synergies between the discipline or sub-discipline of an Academic Staff member and those of the proposed suitable position,
- c. an Academic Staff member's possible Academic Career Pathways, trajectories and/or professional standing,
- d. an Academic Staff member's suitability for positions as Professional Staff or Teachers, and

- e. suitable lower classified positions (see clause (22) below).

## **Redeployment of Teachers**

In redeploying a Teacher to a suitable vacancy, the University will consult with the staff member and shall have regard to the needs of the University and any of that staff member's: (

qualifications, skills and knowledge;

- a. salary level;
- b. retraining requirements;
- c. physical and/or health requirements;
- d. flexible working arrangements;
- e. career trajectory and aspirations;
- f. suitability for positions as Professional or Academic Staff
- g. present residential location; and
- h. capacity to move to another campus.

## **Redeployment to a Suitable Lower Level Position**

(28) While redeployment of a staff member to a position at an equivalent salary level is the preferred outcome, the University considers a lower classified position would offer suitable alternative employment under circumstances which include the following:

- a. the same or similar skill set is required; and
- b. employment is continuous or for the remainder of the fixed-term contract.

## **Trial Redeployment**

(29) Redeployment to a suitable position may be conducted on a trial basis. The purpose of the trial is to provide both the staff member and the University the opportunity to determine the suitability of redeployment to that particular position.

(30) The period of the trial will normally be conducted during the period of notice (refer to clause (12)). The staff member will not unreasonably withhold agreement to trial redeployment.

(31) The staff member will be provided with required training or retraining during the trial and appropriately supported by their nominated supervisor during the trial. Prior to the end of the trial period, the nominated Supervisor will prepare a report of the performance and suitability of the staff member and recommend to the member of the Senior Executive whether the redeployment should proceed or not. The member of the Senior Executive will determine whether the redeployment will continue and notify People and Capability.

(32) The staff member will be notified in writing of the outcome of the trial redeployment by People and Capability:

- a. if the redeployment proceeds, the staff member will be confirmed in the position subject to their agreement which must not be unreasonably withheld if the position is deemed to be a suitable alternative.
- b. if the redeployment does not proceed, the staff member will be notified of their entitlement to redundancy (refer to Section 8).

## **Redeployment Period**

(33) Consistent with the University's commitment to security of employment, the University will make all reasonable

efforts to redeploy, transfer or relocate the staff member to a suitable vacancy during the period of notice. Where a staff member could successfully perform a role in a vacant position within a reasonable timeframe and with suitable training and support, the University will redeploy that staff member into that position.

## Section 7 - Salary Maintenance for Professional Staff

(34) When an affected professional staff member whose substantive position is HEW 7 or above is to be redeployed to a position classified at a lower level and/or fraction than the position made redundant by the University, the staff member will continue to be paid the salary they would have received had the position not been made redundant for a period of no more than twelve (12) months from the date of redeployment. After the twelve (12) month period the staff member will receive the salary applicable to the classification and fraction of the position into which the staff member has been redeployed. The staff member will be entitled to payment at the highest incremental step of the applicable classification level.

(35) When an affected professional staff member whose substantive position is HEW 6 or below is to be redeployed to a position classified at a lower level and/or fraction than the position made redundant by the University, the staff member will continue to be paid the salary they would have received had the position not been made redundant during a period of no more than eighteen (18) months from the date of redeployment. After the eighteen (18) month period the staff member will receive the salary applicable to the classification and fraction of the position into which the staff member has been redeployed. The staff member will be entitled to payment at the highest incremental step of the applicable classification level.

## Section 8 - Retrenchment (Termination of employment due to Redundancy)

(36) Where the University is unable to redeploy, transfer or relocate the staff member to a suitable position during the redeployment period, the University will confirm in writing that the staff member's employment will be terminated due to reasons of redundancy and the date of termination. The University will confirm the balance of the notice period (refer to section 5) and severance payable (refer to section 8).

## Section 9 - Severance Payments

### Calculation of Severance Payments

| Completed continuous years of service on Termination | No. of weeks' salary      |                          |
|--|---------------------------|--------------------------|
|  | Less than 45 years of age | 45 years of age or older |
| Less than 1  | 4                         | 5                        |
| 1  | 4                         | 5                        |
| 2  | 7                         | 8.75                     |
| 3  | 10                        | 12.5                     |
| 4  | 13                        | 16.25                    |
| 5  | 15                        | 18.75                    |
| 6  | 17                        | 21.25                    |

|            |       |       |
|------------|-------|-------|
| 7          | 19    | 23.75 |
| 8          | 21    | 26.25 |
| 9          | 23    | 28.75 |
| 10         | 31.25 | 31.25 |
| 11         | 33.75 | 33.75 |
| 12         | 36.25 | 36.25 |
| 13         | 38.75 | 38.75 |
| 14         | 41.25 | 41.25 |
| 15         | 43.75 | 43.75 |
| 16         | 46.25 | 46.25 |
| 17         | 48.75 | 48.75 |
| 18         | 51.25 | 51.25 |
| 19 or more | 52.18 | 52.18 |

(37) If the University offers suitable or alternative employment for a staff member who is otherwise entitled to severance payment, the staff member is not entitled to severance payments.

(38) Severance applies where the University has confirmed in writing that the staff member's employment will be terminated due to reasons of redundancy (refer to section 7).

(39) Severance payments will be calculated on the basis of the staff member's substantive salary and employment fraction as at the date of effect of the retrenchment. This means that only regular and ongoing no salary loadings or allowances will be taken into account in the calculation.

(40) A fixed-term staff member who is retrenched prior to the expiry of their contract of employment in accordance with its terms is entitled to the same notice period as a continuing staff member.

(41) In such circumstances, a fixed-term staff member will be paid a sum equal to the greater of:

- a. their salary for the balance of the term of the contract, or
- b. six (6) months' salary.

## **Capping of Notice and Severance Payments**

(42) The maximum amount of monies that a staff member may receive from redundancy severance payments and any payment in lieu of part or full notice as may be determined by the University, is capped at seventy-eight (78) weeks' salary.

## **Section 10 - Voluntary Retirement**

(43) A staff member who has received notice of redundancy and is within two (2) years of the eligible retirement date prescribed by their superannuation fund and who is provided with notice of redundancy, may apply for voluntary early retirement. In such circumstances, the staff member should write to the Chief People Officer requesting consideration of their request. The staff member should also advise of their anticipated last day of employment.

(44) If the University approves an application from a staff member for voluntary early retirement, the benefit payable to a staff member shall be based on the following which will be capped at seventy-eight (78) weeks' salary::

- a. twelve (12) weeks salary which is conditional upon the staff member confirming the cessation of their employment no later than the end of the semester in which the notice has been given to the staff member, or another date mutually agreed with the University; Salary for this payment is the salary that the staff member would have received had they continued working for the twelve (12) week period including:
  - i. salary level at the relevant employment fraction; and
  - ii. any applicable loadings and/or allowances, including higher duties; and
- b. two (2) weeks salary for each completed year of service. Salary for this payment is the staff member's substantive salary and employment fraction which includes regular and Major Change, Notice, Redeployment, Redundancy and Voluntary Retirement Procedure Page 13 of 14 ongoing salary loadings, as at the date of effect of the voluntary retirement.

## **Section 11 - Rehiring of Retrenched Staff**

(45) The University will not re-hire a staff member who has received a severance payment for the period equal to the payment of notice and severance. However, after this period of time has elapsed, reemployment may occur following a merit-based recruitment process. Candidates will be required through the recruitment process to declare whether they have been a previous employee of ACU. Following this notification, and prior to an offer of employment, hiring managers will seek advice from People and Capability.

## **Section 12 - Approvals**

(46) All decisions in relation to the application of this Procedure must be in accordance with the [Delegations of Authority Policy and Register](#). A position may only be declared redundant by the approval of the Vice-Chancellor and President on the recommendation of the delegated officers; including the relevant Member of the Senior Executive and the Chief People Officer.

## **Section 13 - Revisions made to this Procedure**

(47) The University may make changes to this Procedure from time to time to improve the effectiveness of its operation. In this regard, any staff member who wishes to make any comments about this Procedure may forward their suggestions to People and Capability.

## **Section 14 - Further Assistance**

(48) Any staff member who requires assistance in understanding this Procedure should first consult their nominated supervisor who is responsible for the implementation and operation of these arrangements in their work area. Should further information or advice be required staff should visit [Service Central](#).

## **Section 15 - Associated Information**

(49) For related legislation, policies, procedures and guidelines and any supporting resources please refer to the Associated Information tab.





## Status and Details

|                              |  |
|------------------------------|--|
| <b>Status</b>                | Historic   |
| <b>Effective Date</b>        | 19th December 2023   |
| <b>Review Date</b>           | 1st August 2027  |
| <b>Approval Authority</b>    | Vice-Chancellor and President  |
| <b>Approval Date</b>         | 19th December 2023   |
| <b>Expiry Date</b>           | 27th January 2025  |
| <b>Responsible Executive</b> | Angelle Laurence<br>Chief People Officer   |
| <b>Responsible Manager</b>   | Angelle Laurence<br>Chief People Officer   |
| <b>Enquiries Contact</b>     | Bernardine Lynch<br>ER and Safety Committees and Policy Officer<br><hr/> People and Capability |