

# Voluntary Severance, Redundancy and Redeployment Procedure



## 1 Purpose

To outline the processes and entitlements applicable when an Employee has received notification that their position is no longer required by the University, or where the University calls for expressions of interest for all Employees interested in taking a voluntary severance.

## 2 Scope

This Procedure is applicable to Employees in continuing or fixed-term positions of greater than one year duration.

Exclusions:

1. Employees engaged on continuing (contingent funded) appointments and pre-retirement fixed-term contracts (for voluntary severance only); and
2. Employees whose conditions of employment are covered by a written agreement or contract with the University (for redundancy only).

## 3 Procedure Overview

This Procedure outlines the University's voluntary severance, redundancy and redeployment processes and entitlements which comply with the provisions of the USQ Enterprise Agreement, employment agreements and other relevant legislation.

## 4 Procedures

### 4.1 Voluntary severance

The University may call for expressions of interest from all Employees interested in taking voluntary severance. Where the University intends to call for expressions of interest, a period of at least two weeks' notice will be provided to Employees, where practicable.

When expressions of interest are called, a period of eight weeks will be allowed during which an Employee can make an application for voluntary severance. This period will be known as the 'voluntary severance application period' and during this period the following applies:

- An Employee may make an application at any time within the eight week 'voluntary severance application period'.
- The Vice-Chancellor will have the discretion to accept, or not to accept, any Employee's application for voluntary severance, and will provide the Employee with reasons for not accepting the application.
- When an application is accepted by the Vice-Chancellor, consultation with the Employee will occur to determine a termination date. An Employee may be assisted by a Nominated Representative.
- The 'residual of the voluntary severance application period' is the period of time remaining in the eight week 'voluntary severance application period' after the Employee's expression of interest is lodged with the Executive Director (Human Resources).

An Employee whose application for voluntary severance is accepted by the Vice-Chancellor, is entitled to the relevant voluntary severance benefit based on age and length of service, which is calculated by combining the relevant notice periods from the tables below (up to a maximum of 66 weeks).

#### a. Age based scale for voluntary severance

Age Of Employee	Relevant notice period
45 years or over	22 weeks
40, 41, 42, 43, 44 years	20 weeks
39 years or under	18 weeks

#### b. Length of service scale for voluntary severance

Each completed year of continuous service by the Employee	Notice period for each completed year of service
Less than and equal to 10 years	3 weeks for every year
More than 10 years	an additional 2 weeks for every year in excess of 10 years

Where an Employee submits an application for voluntary severance which is accepted by the Vice-Chancellor, the Employee is entitled to a voluntary severance benefit payment which is the sum of the voluntary severance benefit (up to a maximum of 66 weeks) and the 'residual of the voluntary severance application period'; or the balance of the Employee's fixed-term appointment, whichever is the shortest.

An Employee who submits an application for voluntary severance which is accepted by the Vice-Chancellor, is eligible for payment of long service leave in proportion to the Employee's length of service with the University.

All voluntary severance payments will be calculated on the Employee's salary (including fortnightly paid award based allowances and loadings) at the date of ceasing employment.

## 4.2 Redundancy

Where an Employee has received notification that their position is no longer required by the University, the Employee may apply to the Vice-Chancellor to seek redeployment to a Suitable Vacant Position within the University, or receive a redundancy payment based on age and length of service.

Prior to making a Decision in relation to substantial organisational change, the University will consult in accordance with Clause 28 Introduction of Organisational Change of the USQ Enterprise Agreement, where it is likely that the change will result in one or more positions being made redundant.

The University will notify an Employee, and where requested their Nominated Representative, that their employment will terminate on the grounds of redundancy.

Where an Employee receives notification of redundancy, the Employee is entitled to a redundancy benefit based on age and length of service, up to a maximum of 66 weeks, calculated by combining the relevant notice periods from the tables below, provided that no Employee will receive less than the amount provided for by the Higher Education Industry - General Staff Award 2010 or the Higher Education Industry - Academic Staff Award 2010, whichever would apply if not for the operation of sub-clause 7.1 of the USQ Enterprise Agreement.

### I. Age based scale for redundancy

Age Of Employee	Relevant notice period
45 years or over	22 weeks
40, 41, 42, 43, 44 years	20 weeks
39 years or under	18 weeks

### II. Length of service scale for redundancy

Each completed year of continuous service by the Employee	Notice period for each year of completed service
Less than and equal to 10 years	3 weeks for every year

More than 10 years

an additional 2 weeks for every year in excess of 10 years

An Employee may apply to work all or part of the period equivalent to the number of weeks of the redundancy benefit period. If there are suitable duties for the Employee to perform which will result in sufficient work being available to occupy the time fraction on which the Employee is employed, the University will use its best efforts to allow this to occur. This may be either work the Employee has been engaged in previously or work designed to retrain the Employee. If the University has no work for the Employee to perform, the Employee will receive payment in lieu of the 'redundancy benefit'.

An eight week 'transition period' will begin immediately upon written notification of redundancy being given to the Employee. By the expiration of two weeks from the beginning of the transition period, the Employee must indicate to the University which of the following options for separation they choose: to elect early separation and include the balance of the 'transition period' in the Employee's redundancy benefits; or to apply to the Vice-Chancellor for a review of the Decision to terminate the Employee's employment and/or to seek redeployment within the University.

### 4.3 Early separation

An Employee who has been given notice may decide to include the balance of the transition period in their redundancy benefits, in which case the Employee will receive upon termination:

- payment in lieu of salary for the unexpired portion of the eight week 'transition period'; and
- payment of the relevant 'redundancy notice benefit'; and
- payment of long service leave in proportion to the Employee's length of service with the University.

The sum payable to an Employee in accordance with paragraph I in section 4.2 will not exceed the salary that would be payable if the Employee continued in employment to the expiry date of a fixed-term appointment.

All redundancy payments will be calculated on the Employee's salary (including fortnightly award based allowances and loadings) at the date of ceasing employment.

### 4.4 Review

An Employee who has been given notice may apply to the Vice-Chancellor, within two weeks of such notice, for a review of the Decision to terminate the Employee's employment, on the grounds that the University did not act fairly or properly in making the Decision to terminate, or

that the rules of natural justice were not applied, or that the Decision was discriminatory.

Delegates and Employees have an obligation to advise of any perceived, potential or actual Conflict of Interest that may undermine the application of natural justice and procedural fairness.

Upon receiving such an application, the Vice-Chancellor will establish a Redundancy Review Panel to investigate the process leading to the Decision to terminate within seven days. The composition of the Redundancy Review Panel is as follows:

- an Employee nominated by the Vice-Chancellor; and
- an Employee nominated by the Employee representatives on the Staff Consultative Committee.

A Review Panel member has an obligation to advise of any perceived, potential or actual Conflict/s of Interest that may undermine the application of natural justice and procedural fairness.

The Redundancy Review Panel:

- must report to the Vice-Chancellor within three weeks, whether the University acted fairly, properly and under the rules of natural justice in making the Decision to terminate, including whether the Decision was in any way discriminatory;
- will provide the Employee adequate opportunity to put forward a verbal or written submission and will conduct the investigation in an informal manner; and
- may access relevant documents if required.

The Redundancy Review Panel will make recommendations to the Vice-Chancellor who will consider the recommendations and make a determination as to an appropriate course of action.

## **4.5 Redeployment process**

If an Employee who has been given notice seeks redeployment from the Vice-Chancellor within two weeks of such notice, the University will provide the Employee and, where the Employee chooses, their Nominated Representative, with all relevant details regarding redeployment.

The University will take into account the relevant skills, experience and work preference of the Employee and may take action which includes, but is not limited to, the following:

- examine options for re-training;

- examine measures that could be taken to avoid termination;
- arrange counselling for the Employee as required;
- monitor all vacancies within the University;
- offer the Employee redeployment to a Suitable Vacant Position at the same classification level, where such a position exists. An Employee may be given a reasonable amount of time to update skills and experience to undertake the duties of the position. This will not normally exceed a six month period;
- offer the Employee redeployment to a position at a lower level classification level which the Employee has the skills and qualifications to undertake. A reasonable amount of time may be taken into account, if an Employee needs to update skills and experience to undertake the duties of the position, but this will not normally be greater than six months. Where the position offered is of a lower classification level, the Employee will receive formal notice that the Employee's salary will be maintained at the higher level for a period of six weeks after which it will revert to the classification level of the position occupied;
- other action as deemed appropriate by the Vice-Chancellor.

## 4.6 Failure of review or redeployment

If the Employee elects redeployment and subsequently fails to be redeployed to a Suitable Vacant Position, or fails in the review application, the Employee will, at the completion of the eight week transition period (or 10 weeks if the Vice-Chancellor elected to extend the time frame), either:

1. begin working out the period equivalent to the number of weeks of the redundancy benefit period where it has been agreed in accordance with 4.2 (paragraph 4) above; or
2. cease employment and receive:
  1. payment in lieu of the 'redundancy benefit' prescribed in 4.2 (paragraph 4) above; and
  2. payment of long service leave in proportion to the Employee's length of service with the University.

The sum payable to an Employee in accordance with option 2 above (i.e. ceasing employment) will not exceed the salary that would be payable if the Employee continued in employment to the expiry date of a fixed-term appointment.

All payments under option 2 above (i.e. ceasing employment) above will be calculated on the Employee's salary (including fortnightly award based allowances and loadings) at the date of ceasing employment.

## 5 Delegated Responsibilities

Approver	Level of Delegation
Vice-Chancellor	Final approval of redundancy action
Executive Director (Human Resources)	Manage the redundancy and redeployment process and provide Procedure and process recommendations to the Vice-Chancellor

## 6 References

Nil.

## 7 Schedules

This procedure must be read in conjunction with its subordinate schedules as provided in the table below.

## 8 Procedure Information

<b>Subordinate Schedules</b>	
<b>Accountable Officer</b>	Executive Director (Human Resources)
<b>Responsible Officer</b>	Executive Director (Human Resources)
<b>Policy Type</b>	University Procedure
<b>Approved Date</b>	8/8/2019
<b>Effective Date</b>	8/8/2019
<b>Review Date</b>	3/4/2022
<b>Relevant Legislation</b>	<a href="#">USQ Enterprise Agreement</a>
<b>Related Policies</b>	<a href="#">Termination and Separation Policy</a>
<b>Related Procedures</b>	<a href="#">Termination of Employment Procedure</a>
<b>Related forms,</b>	<a href="#">Human Resources Website</a>

<b>publications and websites</b>	<a href="#">Organisational Change Website</a>
<b>Definitions</b>	<p data-bbox="470 226 1129 259"><b>Terms defined in the Definitions Dictionary</b></p> <p data-bbox="470 293 730 327"><a href="#">Conflict of Interest</a></p> <p data-bbox="470 371 1481 1518">If a University Member has an interest that conflicts or may conflict with the discharge of the University Member's duties the University Member should Declare the nature of the interest and the conflict to the University Member's Supervisor as soon as practicable after the relevant facts come to the University Member's knowledge and must not take action or further action relating to a matter that is or may be affected by the conflict until authorised. An Executive Leader may direct a University Member to resolve a conflict or possible conflict between an interest of the University Member and the University Member's duties. A reference to an interest or to a Conflict of Interest is a reference to those matters within their ordinary meaning under the general law, and, in relation to an interest, the definition in the Acts Interpretation Act 1954, Schedule 1, does not apply. A Conflict of Interest will arise when a University Member's Private Interests conflict with their duty to the University or to serve the public interest as a University Member. The risk of having a conflict of interest increases where a University Member's responsibilities include the authority to make decisions. A conflict of interest may be potential, perceived or actual - when a University Member is in a role where future decision making may be influenced by their Private Interests if a certain condition is fulfilled, they have a potential conflict of interest; a perceived conflict of interest arises where it appears that decisions a University Member make in the course of their University employment may be influenced by their Private Interests, whether or not this is in fact the case; an actual conflict of interest exists where a University Member's actions could be unduly, improperly or excessively influenced by their Private Interests. Serious misconduct can occur when a conflict of interest is concealed, understated, mismanaged or abused.</p> <p data-bbox="470 1570 595 1603"><a href="#">Decision</a></p> <p data-bbox="470 1648 1481 1720">A determination made by an Employee, contractor or other authorised delegate in the course of their duties on behalf of the University.</p> <p data-bbox="470 1771 616 1805"><a href="#">Employee</a></p> <p data-bbox="470 1850 1481 2042">A person employed by the University and whose conditions of employment are covered by the USQ Enterprise Agreement and includes persons employed on a continuing, fixed term or casual basis. Employees also include senior Employees whose conditions of employment are covered by a written agreement or contract with the</p>



	<p>University.</p> <p><a href="#">Procedure</a></p> <p>An operational instruction that sets out the process to operationalise a Policy.</p> <p><a href="#">University</a></p> <p>The term 'University' or 'USQ' means the University of Southern Queensland.</p> <p><a href="#">USQ Enterprise Agreement</a></p> <p>University of Southern Queensland Enterprise Agreement 2018-2021.</p>
	<p><b>Definitions that relate to this procedure only</b></p> <p><b>Nominated Representative</b></p> <p>Means in relation to an Employee, a person selected by the Employee to assist or represent the Employee. The person may be an officer or Employee of the relevant Union, or any other person chosen by the Employee. In relation to the University, it means a person selected by the University to assist or represent the University. The person may be an Employee of the University, or an officer or Employee of AHEIA, or any other person selected by the University. The Nominated Representative must not be a practising barrister or solicitor and must not present a Conflict of Interest.</p> <p><b>Suitable Vacant Position</b></p> <p>A position at the same classification level as the Employee, for which the Employee has the skills and qualifications to undertake.</p>
<p><b>Keywords</b></p>	<p>Redundancy, redeployment, early separation, voluntary severance, voluntary separation, restructure</p>
<p><b>Record No</b></p>	<p>13/430PL</p>