

# Pre-Retirement Employment Program Schedule



## 1 Purpose

To outline the terms, conditions, options and application process for the University's pre-retirement employment program.

## 2 Scope

This schedule must be read in conjunction with the Appointments: Fixed-Term Procedure and is subordinate to it.

This schedule applies to all full-time or fractional Employees in continuing positions who will be eligible for retirement on the expiration date of the pre-retirement employment arrangement.

Exclusion: Employees engaged on a pre-retirement employment arrangement are not eligible to apply for Voluntary Severance.

## 3 Schedule

The pre-retirement employment program aims to ensure the balance between individual Employee needs and the needs of the work area by ensuring that arrangements are entered into to benefit both the Employee and the University.

By entering into such arrangements, eligible Employees are paid an incentive in return for relinquishing a continuing appointment, and accepting a fixed-term pre-retirement arrangement with an agreed end date.

Once an employment arrangement is entered into, by way of a written agreement, the terms and conditions of the written agreement become the Employee's substantive employment terms and conditions and these terms and conditions are maintained until the conclusion of the employment agreement.

### 3.1 Criteria

Where a full-time or a fractional Employee declares an intention to retire, the Employee may seek to enter into a fixed-term appointment for a period of up to five years. The option to enter into this arrangement is made in accordance with Clause 13.3.3.5 of the USQ Enterprise Agreement.

Employment arrangements are negotiated on an individual basis, taking into consideration the organisational needs of the work area and the University.

Approval for such proposals will be considered by the University in terms of the University's operational needs which include, but are not limited to:

- the impact on the organisational area and workforce planning;
- the Employee's contribution to teaching and research (as applicable); and
- the Employee's contribution to the University/faculty/section (as applicable).

## **3.2 Benefits and incentives**

An Employee entering into a pre-retirement employment arrangement may be eligible for:

- an incentive payment of between 20 and 30% for an employment arrangement of 12 months or less (the payment is calculated on the eligible Employee's current gross cash salary). The eligible Employee may elect to receive the incentive payment as a fortnightly allowance, or as a lump sum payment at the commencement of the agreement.
- an incentive payment of between 10 and 20% for an employment arrangement of between 12 and 24 months (the payment is calculated on the eligible Employee's current gross cash salary). The eligible Employee may elect to receive the incentive payment as a fortnightly allowance, or as a lump sum payment at the commencement of the agreement.

## **3.3 Terms and conditions**

### **3.3.1 Flexible employment options**

An eligible Employee who enters into an employment arrangement may, subject to the University's operational requirements, elect to undertake the whole or part of the employment arrangement by way of a flexible employment option including, but not limited to:

#### **3.3.1.1 Fractional employment (reduced hours)**

An Employee may apply to their Supervisor to convert to fractional employment as part of their employment arrangement. The duties to be performed should be agreed prior to the approval of the appointment. Leave entitlements will be pro-rated accordingly.

Employees may also wish to consider flexible hours, compressed working week, job sharing arrangements or taking a period of leave with/without pay.

Employees considering this option should seek independent financial advice on the impact to existing superannuation, salary packaging and other benefits.

### **3.3.1.2 Refocusing of activities**

Academic Employees may seek to convert to research or teaching specialisation and scholarship duties. Employees should discuss this option with their Supervisor.

### **3.3.1.3 Specific project work**

An Employee may apply to their Supervisor to undertake specific project work with the organisational area and in accordance with the skills and expertise and subject to operational requirements.

### **3.3.1.4 Honorary appointments**

Employees may wish to apply for honorary titles and/or continued access to research facilities, library, use of an office and its facilities, or secretarial, administrative and research support following retirement.

These flexible arrangements are subject to operational requirements, and will need to be discussed with, and confirmed by, the Supervisor prior to approval of the appointment.

## **3.3.2 Leave**

Annual leave, personal leave and long service leave will continue to accrue at the relevant rate during the period of the employment arrangement.

It is a requirement that all annual leave be exhausted prior to the conclusion of the fixed-term pre-retirement agreement. If this leave is not taken the department must pay the cash equivalent of the pro-rata annual leave due upon conclusion of the fixed-term pre-retirement agreement.

## **3.3.3 Performance review**

The University's performance management system continues to apply to the Employee's performance during the term of the employment agreement.

## **3.3.4 Termination**

An eligible Employee who accepts an employment arrangement is no longer employed as a continuing Employee and is required to enter into an agreement to vary their appointment from continuing to fixed-term employment.

An employment arrangement can be terminated in accordance with the terms of the written agreement, by:

- the nominated end date of the arrangement;
- the resignation of the eligible Employee before completion of the appointment;
- unsatisfactory performance; or
- the University, but only in the case of serious misconduct in accordance with Clause 34 and 35 of the USQ Enterprise Agreement.

### **3.3.5 Redundancy**

Where, during the term of the pre-retirement employment arrangement, the Employee's position is identified as no longer being required, the Employee will receive a redundancy benefit in accordance with Clause 30 of the USQ Enterprise Agreement. The redundancy benefit will be offset against any incentive payment received by the Employee.

### **3.3.6 Re-employment by the University**

Employees entering into a pre-retirement employment arrangement do so on the clear understanding that they are terminating their employment with the University at the cessation of the employment arrangement.

Re-employment to a continuing full-time or fractional or fixed-term position by the University will not be considered.

### **3.3.7 Confidentiality**

Discussions about, and application for, pre-retirement agreements are confidential between the Employee and the Employee's Supervisor and will remain confidential unless the Employee chooses to proceed with entering into an employment arrangement.

## **3.4 Application process**

Employees considering making an application should initially discuss the matter with their Supervisor, and seek independent financial advice.

Once terms and conditions are mutually agreed, applications must be forwarded to the Category 4 Delegate for endorsement, prior to approval or otherwise of the Category 2 Delegate.

The Category 2 Delegate has the discretion to accept, or not accept, any Employee's application for pre-retirement employment appointments.

Applications must be submitted to Human Resources using the Pre-Retirement Application Form.

## 4 Delegated Responsibilities

| Approver            | Level of Delegation                             |
|---------------------|---|
| Category 2 Delegate | Approval of applications for pre-retirement.    |
| Category 4 Delegate | Endorsement of applications for pre-retirement. |

## 5 References

Nil.

## 6 Schedule Information

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|-----------------------------|--|
| <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>        | 12/12/2018   |
| <b>Effective Date</b>       | 3/4/2019   |
| <b>Review Date</b>          | 3/4/2022   |
| <b>Relevant Legislation</b> | <a href="#">USQ Enterprise Agreement</a>   |
| <b>Related Policies</b>     | <a href="#">Code of Conduct Policy</a><br><a href="#">Performance, Development and Recognition Policy</a><br><a href="#">Recruitment, Selection and Appointment Policy</a><br><a href="#">Termination and Separation Policy</a>  |
| <b>Related Procedures</b>   | <a href="#">Appointments: Fixed-term Procedure</a><br><a href="#">Appointments: Visiting, Adjunct and Honorary Procedure</a><br><a href="#">Disciplinary Action for Misconduct or Serious Misconduct Procedure</a><br><a href="#">Leave of Absence Procedure</a><br><a href="#">Performance Planning and Review Procedure</a><br><a href="#">Termination of Employment Procedure</a> |

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|---|--|
|   | <a href="#">Voluntary Severance, Redundancy and Redeployment Procedure</a>   |
| <b>Related forms, publications and websites</b> | <a href="#">Human Resources Website</a>  |
| <b>Definitions</b>                              | <p><b>Terms defined in the Definitions Dictionary</b></p> <p><a href="#">Delegate (noun)</a></p> <p>Delegate (noun) means the officer, Employee or committee of the University to whom, or to which, a delegation of authority has been made under this Policy.</p> <p><a href="#">Employee</a></p> <p>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 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 schedule only</b></p> <p><b>Supervisor</b></p> <p>Any person responsible for leading the activities of others. In the context of this schedule, a Supervisor includes Employees at any classification level or title who have responsibilities for leading, managing or supervising work teams and/or individual Employees.</p> |
| <b>Keywords</b>                                 | Pre-retirement, early retirement, retirement, fixed-term, flexible employment  |
| <b>Record No</b>                                | 15/2927PL  |

