Placement, Redeployment and Redundancy Arrangements Policy
- Professional Staff (MPF1218)

RELEVANT LEGISLATION

- Fair Work Act 2009 (Cth)
- Income Tax Assessment Act 1997

SCOPE

This policy applies to all professional staff in continuing employment. The policy must be read in conjunction with the Placement, Redeployment and Redundancy Arrangements Procedure - Professional Staff.

This policy does not apply to professional fixed term staff, casual staff, academic staff, staff covered by the Senior Executive Remuneration Framework, staff on performance based contracts, staff on probation.

POLICY

1. Grounds for redundancy/redeployment

1.1. The University may decide to terminate the employment of one or more professional staff members as a consequence of circumstances such as:

   - changes in work methods;
   - re-organisation;
   - financial exigency;
   - introduction of new technology;
   - where the duties of the position are changed, such that the incumbent is not competent to perform those duties, provided that a professional staff member will not unreasonably refuse appropriate retraining offered by the University in relation to the changed duties; or
   - where the staff member, with reasonable cause, refuses to accept geographic relocation.

1.2. There is a commitment to supporting the placement or redeployment of professional staff whose position(s) has become redundant into suitable alternative employment wherever possible.

1.3. A staff member may have a representative (but not a practising barrister or solicitor) at any time during any stage of the placement, redeployment and redundancy process provided that the University is notified of the appointment of any representative in writing in advance.

2. Placement

2.1. Prior to a determination that a staff member's position is redundant every effort will be made to identify and transfer that person into suitable alternative employment within the current budget division and/or the University.

3. Notice of redundancy

3.1. Where the University has determined that a staff member’s position is redundant, the University will formally notify the staff member(s) concerned and, if the staff member wishes, the staff member’s representative, which may be a Union representative, in writing that:
• their position is redundant and the ground(s) on which their position is redundant;
• their employment may be terminated; and
• they may apply for early separation or seek redeployment.

3.2. A notice period of 8 weeks will commence immediately upon written notification being provided to the staff member.

4. Transition period

4.1. Once a staff member has received the notice in accordance with section 3.2, the staff member has 14 calendar days to determine whether to seek redeployment over the balance of the notice period or to apply for early separation within the notice period.

5. Early separation

5.1. Where a staff member requests early separation within the notice period, the University will pay the staff member in lieu of the remaining balance of the notice period and the staff member’s employment will end on a date agreed between the University and the staff member.

5.2. Notwithstanding the above, the University reserves its right to require staff members to work out part or all of the notice period, where operational needs require it.

5.3. Where a staff member elects to forgo redeployment but requests to be able to work out the notice period, the request will be granted, provided that meaningful work is available.

5.4. A staff member whose request for early separation is granted will receive a redundancy payment in accordance with section 9, in addition to any payment due under section 5.1.

6. Failure to nominate

6.1. Where a staff member has not nominated to apply for early separation or to seek redeployment within the University by the end of the transition period, he or she will be deemed to have nominated to seek redeployment.

7. Redeployment

7.1. Where a staff member has nominated to seek redeployment under section 4.1 or is deemed to have nominated to seek redeployment under section 6.1, the University will provide the staff member and the staff member’s representative, which may be a Union representative, if they so choose with all relevant details. Taking into account the relevant skills, experience and work preferences of the staff member, the University will:

a. monitor all vacancies within the University; and

b. offer the staff member redeployment to suitable alternative employment where such a position exists.

7.2. At the staff member’s request the University will consult with a representative, which may be a Union representative, of the staff member on the steps in section 7.1.

7.3. If a position which is suitable alternative employment is identified as a redeployment opportunity for the staff member, the Executive Director Human Resources may authorise the redeployment of the staff member into that position.
7.4. Should another unoccupied position be identified for which the staff member has the skills, qualifications and experience to satisfy the selection criteria or the ability to satisfy the selection criteria within a suitable timeframe but which is at a lower HEW level than the staff member's current classification and/or which is for a fixed term, the staff member may elect to either:

- accept the redeployment (at the top increment of the lower HEW level if the role is at a lower HEW level); or
- reject the redeployment.

7.5. If the staff member elects to reject the redeployment to a lower HEW level position and/or to a fixed term position, other redeployment options will continue to be sought for the remainder of the notice period.

7.6. The sum payable to the staff member shall not exceed the salary that would be payable if the staff member continued in employment to a date on which the professional staff member has indicated in writing his or her intention to retire.

8. Failure to redeploy

8.1. Where a staff member seeks redeployment and subsequently fails to be redeployed to suitable alternative employment the staff member’s employment will terminate at the end of the notice period. The staff member will then receive a redundancy payment in accordance with section 9.

9. Redundancy payment and related conditions

9.1. A staff member entitled to a redundancy payment will receive the following:

(a) 3 weeks’ salary for each completed year of continuous service, plus a pro rata payment for completed months of service, since the last completed year of continuous service, to a maximum of 52 weeks;

(b) If the staff member is 45 years or over on the day that notice of redundancy is given, they will receive an additional 2 weeks’ salary, provided that the maximum amount of 52 weeks’ salary is not exceeded.

9.2. All payments under this section will be calculated on the staff member’s salary (including fortnightly paid agreement-based allowances and loadings, but excluding superannuation) at the date of cessation of employment.

9.3. The following conditions apply to a redundancy payment under this section:

(a) The maximum redundancy payment is 52 weeks’ salary;

(b) The minimum redundancy payment is 14 weeks’ salary;

(c) No redundancy payment will be made to a staff member:

(i) who is offered ongoing employment in the University in suitable alternative employment whether such offer is accepted or not;

(ii) who accepts another position within the University at a lower classification level.

9.4. When employment is terminated pursuant to this section the staff member shall receive payment in lieu of accrued long service leave provided that continuous service is one (1) year or more.
9.5. Where a staff member is entitled to receive the maximum 52 weeks in redundancy pay, and they are required by the University to work all or part of the notice period they will be entitled to receive up to an extra 4 weeks in redundancy pay, as follows:

<table>
<thead>
<tr>
<th>Notice Period Required by the University to be Worked</th>
<th>Additional Severance Pay</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 or more weeks</td>
<td>4 weeks</td>
</tr>
<tr>
<td>Not less than 3 weeks but less than 4 weeks</td>
<td>3 weeks</td>
</tr>
<tr>
<td>Not less than 2 weeks but less than 3 weeks</td>
<td>2 weeks</td>
</tr>
<tr>
<td>Not less than 1 week but less than 2 weeks</td>
<td>1 week</td>
</tr>
</tbody>
</table>

9.6. If a notice of redundancy is provided to a staff member on or before 31 December 2015, and the staff member was employed immediately prior to the commencement of the University of Melbourne Enterprise Agreement 2013, the staff member’s redundancy entitlements will be at least equivalent to the redundancy entitlements applicable under the University of Melbourne Collective Agreement 2010.

9.7. The originating budget division, in which the position was declared redundant was located, is responsible for fully funding any redundancy payments that might arise in the course of this policy.

10. Engagement after redundancy

10.1. To promote proper decision making with respect to implementing redundancies and to minimise the bona fides of a redundancy from being called into question, a professional staff member whose employment terminates by reason of redundancy will not be engaged by the University for a period of 2 years from the date of termination.

10.2. The restriction on engagement applies to employment or engagement in any capacity as staff members, contractors, consultants or principals of companies engaged in contracting to the University.

10.3. In exceptional circumstances, a dean (or equivalent) in consultation with the Executive Director Human Resources may grant an exemption from the restriction on engagement after redundancy. An exemption will only be granted where the nature of the proposed engagement is such that the previous decision making with respect to implementing the redundancy and the bona fides of the redundancy are not compromised.

RELATED DOCUMENTS

- Leaving the University Policy
- Placement, Redeployment and Redundancy Arrangements Procedure – Professional Staff
- Recruitment and Appointment Policy
- University of Melbourne Collective Agreement 2010
- University of Melbourne Enterprise Agreement 2013

DEFINITIONS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>placement</td>
<td>The process of identifying and transferring a staff member into suitable alternative employment prior to their position being declared redundant.</td>
</tr>
<tr>
<td>redeployment</td>
<td>The process of seeking to place or redeploy a staff member whose position has been declared redundant into suitable alternative employment.</td>
</tr>
<tr>
<td>suitable</td>
<td>Means employment at the equivalent classification and same time fraction which</td>
</tr>
</tbody>
</table>
alternative employment provides the staff member with comparable salary and conditions and is a position for which the staff member has the necessary skills and experience and/or can be trained to undertake within a reasonable time frame.

IMPLEMENTATION OFFICER

The Executive Director, Human Resources is responsible for the promulgation and implementation of this policy in accordance with the scope outlined above. Enquiries about interpretation of this policy should be directed to the Implementation Officer.

REVIEW

This policy is to be reviewed by 28 February 2015.

VERSION HISTORY

<table>
<thead>
<tr>
<th>Version</th>
<th>Approved By</th>
<th>Approval Date</th>
<th>Effective Date</th>
<th>Sections Modified</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Vice-Principal Administration and Finance on behalf of Senior Vice-Principal</td>
<td>20 Aug 2014</td>
<td>20 Aug 2014</td>
<td>New version incorporating changes as a result of the University of Melbourne Enterprise Agreement 2013 and introduction of new policy on engagement after redundancy.</td>
</tr>
<tr>
<td>3</td>
<td>Vice-Principal Administration and Finance</td>
<td>21 May 2015</td>
<td>4 Jan 2016</td>
<td>Fix broken links in Related Documents section.</td>
</tr>
</tbody>
</table>