THE UNIVERSITY OF NOTRE DAME AUSTRALIA

Procedure:

Redundancy and Redeployment

Effective: 17 February 2025

Audience: Employees

Policy Category: Management
Policy Sub-category: Human resources

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Procedure Owner:	Chief People Officer
Responsible Officer:	Director, People Services
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Contents

1 PURPOSE 3

2 SCOPE 3

3 RELATED POLICIES AND REGULATIONS 3

4 REDUNDANCY 3

5 DIRECT MAPPING 5

6 REDEPLOYMENT 5

7 DEFINITIONS 6

8 PROCESS SUMMARY 7

1 PURPOSE

1.1 The purpose of this Procedure is to outline the processes and entitlements applicable when an employee has received notification that their position is no longer required by the University. The procedure supports the implementation of change management, associated practices and to ensure a transparent and timely process to assist the University's business objectives and employees.

1.2 The adoption of the principles of retaining talent, demonstrates the Universities practices of minimising the impact of redundancy.

2 SCOPE

2.1 This procedure does not apply to sessional/casual engagements, independent contractors or agency staff.

3 RELATED POLICIES AND REGULATIONS

3.1 This Procedure should be read in conjunction with the following:

3.1.1 *Procedure: Managing Workplace Change*

3.1.2 *The University of Notre Dame Australia Enterprise Agreement 2022-2026*, as amended from time to time.

4 REDUNDANCY

4.1 The University may determine that a position undertaken by an employee is no longer required for reasons including, but not limited to changes to production, programs, organisation structure or technology. When a definite decision is made to implement such a change, a formal consultation process will commence. Where it is determined that there is no suitable alternative role available for redeployment and variations to the existing role are not operationally viable, clause 4.3 will apply.

4.2 Termination of Employment (Voluntary Redundancy)

4.2.1 The employee may elect to accept redundancy during the consultation process in lieu of considering redeployment options. The employee will be given 1 week, or 5 business days, at the beginning of formal consultations to make this decision. This will be referred to as the decision-making period.

4.2.2 Should an employee choose this option, their employment with the University will terminate. The employee will receive the required notice period as defined in the Enterprise Agreement (EA) or contract of employment, as well as any applicable severance pay entitlement. The employee may be paid in lieu of the applicable notice period. Should an employee accept this option, the decision is final, and the University will proceed with processing a termination of employment.

4.3 Reengagement

4.3.1 An employee who voluntarily accepts an offer of a redundancy payment is not eligible for re-employment, or engagement as an independent consultant or under a company

name or partnership, for a period the greater of either:

4.3.1.1 six (6) months, or

4.3.1.2 a period equal to the number of week's comprising the total severance component of the final payment.

4.4 An employee may be re-engaged in exceptional circumstances. Any such instances will be reported to the Vice Chancellor. In determining the matter of exceptional circumstances, the following will be taken into consideration:

4.4.1 the specific skills, experience and/or qualifications required for performance of the duties of a particular position

4.4.2 the steps that the organisational area has taken to fill the employment opportunity (extent of advertising, etc.)

4.4.3 whether there are any other suitable candidates for the position

4.4.4 the type and level of benefit received by the employee when they separated from the University, and

4.4.5 any other relevant factors.

4.5 The employee is responsible for understanding any taxation implications (including penalties) which may arise as a result of re-engagement following receipt of a redundancy payment.

4.6 Involuntary Redundancy

4.6.1 Where the employee has elected redeployment during the decision-making period and it is determined that there are no suitable alternative roles at the conclusion of the job search period, then the employee will be formally notified that their employment will be terminated.

4.7 Calculation of redundancy payments

4.7.1 All severance payments will be calculated on the employee's base rate of pay of their substantive position at the date of termination.

4.7.2 The severance payment will be calculated on the employee's ordinary hours of work.

4.7.3 If the employee is currently employed on higher duties, the employee will be paid the base rate of pay and will not include the higher duties allowance for the severance component of their final payment.

4.7.4 In addition to the severance payment, an employee will receive the appropriate notice period as set out in the contract of employment or the Enterprise Agreement, whichever is more beneficial. Unlike severance pay, the notice period will be paid at the employee's full rate of pay.

4.8 Additional Support

4.8.1 Employees may seek independent support from the University's Employee Assistance Program, which provides free confidential counselling services for them and their immediate family members. Employees can access this professional support service, which is accessible 24 hours 7 days a week.

4.8.2 An employee may also seek practical support from the People and Culture team, and meet to discuss their particular circumstances and seek assistance with their CV or job applications.

5 DIRECT MAPPING

5.1 The University's processes regarding direct mapping into a suitable position considers the following, which must be equivalent: classification level, remuneration, full-time equivalent, duties and responsibilities, and employment type.

5.2 Change management processes are predominantly focused on employees on continuing employment contracts to minimise, the impacts of potential redundancy where possible.

6 REDEPLOYMENT

6.1 Where direct mapping cannot occur, redeployment to suitable alternative employment can be considered by the employee during the decision-making period.

6.2 Redeployment can be considered for positions that are one (1) classification lower (with salary maintenance). This applies to professional employees and will be considered on a case-by-case basis for academic employees.

6.3 Redeployment to a suitable alternative position allows for a three (3) month trial period for both the employee and University to ensure sufficient time for the employee and the University to assess suitability for the position. This is not a probation period and either party may terminate the agreement at any time during the three (3) month period.

6.4 Should either party choose not to proceed beyond the trial period, the employee will still be entitled to receive a severance payment.

6.5 Where the University has sourced suitable alternative employment, and the employee subsequently chooses not to accept the position offered, then the University will require rationale for refusing such an offer. The University will decide whether severance pay is applicable, taking into consideration the reasons for refusal.

6.6 Salary Maintenance

6.6.1 When an employee agrees to a lower classification level (being no more than one level below the employee's current classification level for the purpose of this clause) in a continuing employment contract, then the University will continue to pay the employee at the base salary they received immediately prior to redeployment up to 12 months for professional employees and up to 24 months for academic employees from the date of notification specified or until the salary of the new role matches their previous salary, whichever occurs first.

6.7 Job Search Period

6.7.1 A job search period will commence on expiry of the one week decision making period, and applies where the employee has chosen redeployment to suitable alternative employment. The employee will be notified of the commencement date of the period.

6.7.2 The employee will receive their normal weekly salary applicable to their substantive position during the job search period. The job search period will be two weeks for professional employees and four weeks for academic employees.

6.7.3 If an employee has been in receipt of a higher duties allowance for a least 12 months immediately preceding their position being declared redundant, they will continue to receive the allowance during the job search period. The maintenance of all other allowances will be at the University's discretion.

6.7.4 During the job search period the employee will be able to access up to 15 hours per

week (pro-rata for part-time employees) paid time release to actively seek work and/or undergo training to assist with exploring suitable alternative employment. The employee must seek prior approval from their line manager to arrange times when their job search and/or retraining will occur.

6.7.5 The University will inform the employee of job opportunities within the University. The employee will assist in seeking alternative employment opportunities by participating constructively and cooperatively in selection processes to obtain suitable alternative employment and by ensuring all information provided to People and Culture including their curriculum vitae (CV) and qualifications are current and correct.

6.7.6 The duration of the job search period will be extended by two weeks if it coincides with the annual closedown period.

7 DEFINITIONS

7.1 For the purpose of this Procedure, the following definitions apply:

7.1.1 ***Decision-making period*** means a one (1) week period that generally commences on formal notification and the employee advises whether they wish to take redundancy or seek redeployment opportunities within the job search period.

7.1.2 ***Direct mapping*** means an employee can be directly mapped into a role so long as it has the same classification level, FTE, similar duties and responsibilities and employment type. This is only available to continuing employees.

7.1.3 ***Job search period*** means a two (2) week period where the university and the employee actively search for suitable alternative employment roles for displaced employees.

7.1.4 ***Redeployment*** means the employee can be considered for suitable alternative employment in the sense that the employee should have the skills, experience, competence and qualifications required to perform it at the required standard.

7.1.5 ***Redundancy*** means termination of an employee's position, when the role is no longer required to be performed by anyone.

7.1.6 ***Salary maintenance*** means an employee being redeployed to a lower level classification is remunerated for a period up to 12 months for professional employees and up to 24 months for academic employees at their current rate as financial compensation and to support job transition.

7.1.7 ***University*** means The University of Notre Dame Australia.

Version	Date of approval	Approved by	Amendment
1	18 June 2021	Pro Vice Chancellor, People & Culture	Effective date – new Procedure.
2	29 July 2021	Pro Vice Chancellor, People & Culture	Minor amendment – clarification regarding Job Search Period (cl.5.8.4).
3	5 May 2022	Pro Vice Chancellor, People & Culture	Change to minimum time before re-engagement after redundancy (cl.3.3.1).
4	17 February 2025	Chief People Officer	Minor amendments to align with new Enterprise Agreement and to clarify processes.

8 PROCESS SUMMARY

Process Step	***Responsibility***
Release of Change Management documents	Business unit and People & Culture
Notification to affected employees	Business unit and People & Culture
Consultation	Business unit and People & Culture
Decision making period	Employees
Direct Mapping/Redundancy/Redeployment decision	Employees, Business unit and People & Culture