

Clause 6.7 – Redundancy

(Extract p.62-65 University of Adelaide Enterprise Agreement 2023-2025)

This clause only applies to continuing staff. It will be read in conjunction with clause 7.9.

- 6.7.1 Where reasonably practicable, any reductions in staffing will be effected through the following, but not limited to:
- (a) natural attrition;
 - (b) voluntary separations;
 - (c) pre-retirement contracts;
 - (d) voluntary conversion to part-time work;
 - (e) transition to a new role; or
 - (f) redeployment.

6.7.2 Definitions

- 6.7.2.1 Redundancy and Redundant mean a situation where the position occupied by a continuing staff member is identified as surplus to the University's requirements and where the job done by the staff member is no longer required to be performed by anyone.
- 6.7.2.2 Voluntary Redundancy occurs when a staff member holding a position that has been declared redundant under clause 6.7.3 or clause 6.7.4, or that the University agrees to be redundant under clause 6.7.15, separates from the University on a voluntary basis.
- 6.7.2.3 Retrenchment occurs when a staff member holding a position that has been declared redundant is unable to be redeployed into a suitable continuing position in the University and has not accepted a voluntary redundancy payment.
- 6.7.2.4 Years of Service is expressed as completed years of service and calculated from entry into the University until separation, less unpaid leave of absence, expressed as completed years of service.
- 6.7.2.5 Redundancy payments (whether voluntary redundancy payments or retrenchment payments) are based on ordinary pay.
- 6.7.2.6 Suitable alternative employment means alternative continuing employment at the same classification and time fraction, within or outside the University.
- 6.7.3 In accordance with clause 7.9 of this Agreement, the University may decide to declare one (1) or more continuing positions redundant for reasons including those of a technological, economic, structural or similar nature.
- 6.7.4 The University may propose to declare one (1) or more continuing positions redundant, other than in the course of a major organisational change. If such a proposal is made:

(a) The University will, before any final decision is made, consult with each staff member whose position is to be made redundant, and their representative (if the staff member so chooses), about the reason for the proposed redundancy and possible measures to avert or mitigate its adverse effects.

(b) The measures referred to in clause 6.7.4 may include any of the measures listed in clause 6.7.1.

6.7.5 If a staff member's position has been identified as redundant, either as part of a major organisational change or under clause 6.7.4, they will, as soon as practicable after the University has made the decision, be notified in writing.

6.7.6 From the time a staff member has been notified that their position has been declared redundant they will be entitled to:

(a) reasonable leave, as determined by the Area Manager, with full pay to attend necessary employment interviews; and

(b) the reimbursement of any reasonable costs and charges, as determined by the Area Manager, associated with a program of retraining that the University has agreed will be taken as a measure to mitigate the adverse effects of the redundancy.

6.7.7 If the University is able to identify and arrange suitable alternative employment for the staff member, and an offer of such employment is accepted, the rest of clause 6.7 will not apply to the staff member and the staff member will not be eligible for any redundancy payment under this Agreement.

6.7.8 Transition Period

On the date on which a staff member's position becomes redundant they will enter into a transition period of eight (8) weeks during which they can elect to exercise one (1) of the options set out in Options 1, 2 or 3 below.

6.7.9 Extended Notice Period

A staff member whose position becomes redundant is also entitled to a period of extended notice of termination as detailed below, to commence from the end of the transition period:

Age at date of redundancy	Extended notice period
Under 40	18 weeks
40 to 45	20 weeks
45 or over	22 weeks

6.7.10 Option 1 - Voluntary Redundancy

6.7.10.1 This option is only available when Option 2 - Redeployment and Option 3 – Review are not pursued.

- 6.7.10.2 If a staff member selects a voluntary redundancy they agree to receive their voluntary redundancy payment and immediately separate from the University.
- 6.7.10.3 The voluntary redundancy payment will be calculated as follows:
- (a) payment in lieu of any unexpired portion of the transition period;
 - (b) payment in lieu of the staff member's extended notice period;
 - (c) payment of severance pay calculated on the basis of three (3) weeks salary for every year of completed service with this University to a maximum of 56 weeks, providing that the sum of the periods in clauses 6.7.10.3 (a), (b) and (c) will not exceed 82 weeks in total; and
 - (d) payment of annual leave, long service leave and annual leave loading, as applicable.
- 6.7.10.4 When calculating the severance payment in clause 6.7.10.3 (c):
- (a) At the discretion of the University, prior casual service with the University will be reviewed on a case-by-case basis.
 - (b) If a staff member has had periods of both full-time and part-time employment the calculation will be proportionate to such periods of service.
 - (c) Service with another organisation will not be taken into consideration.
- 6.7.10.5 The voluntary redundancy payment, together with the notification of redundancy given under clause 6.7.5, is taken to satisfy any requirement that might otherwise arise under clause 6.2 in relation to notice of termination of employment.
- 6.7.10.6 Notwithstanding clause 6.7.10.3, a staff member with at least 1 year but less than 2 years' service who exhausts their transition period and extended notice period will be paid four (4) week's salary as severance pay.

6.7.11 Option 2 – Redeployment

- 6.7.11.1 Before the expiration of the transition period, a staff member may indicate in writing to their manager that they want to pursue the option of redeployment.
- 6.7.11.2 Redeployment options will be pursued during the remainder of the transition period and, if necessary, during the extended notice period that follows.

6.7.11.3 Redeployment Process

- (a) The University and the staff member will monitor vacancies across the University to determine whether there is a suitable position.
- (b) The University will endeavour to identify a suitable position where the staff member could be redeployed. No action will be taken to fill the position until the staff member has been assessed against the classification selection criteria to determine their suitability for transfer to the position.

(c) The University will consider whether the staff member could perform the duties satisfactorily within a reasonable time, or whether the position is able to be redesigned to accommodate them.

(d) If the staff member is redeployed:

- i. They will be relocated on a trial basis for an agreed period, no longer than three (3) months.
- ii. They will be placed on a retraining program, if required.
- iii. After the trial period, if the staff member is deemed suitable they will be permanently transferred to the position.
- iv. If the staff member is placed into a continuing position in accordance with clause 6.7.11.3 (d) iii, they will not be entitled to any redundancy payment in relation to their previously held substantive position.
- v. If the new position is at a lower classification than the staff member's substantive salary position, the salary of the substantive position will be maintained for a period of one (1) year whilst employment continues.

(e) At the expiration of the extended notice period, if a staff member has not been permanently transferred to a suitable position, the staff member will be retrenched in accordance with clause 6.7.13.

6.7.12 Option 3 – Review

- 6.7.12.1 A staff member may, before the expiration of the transition period, seek a review by an Internal Reviewer in accordance with clause 8.3, of a decision to declare a position redundant.
- 6.7.12.2 The staff member must submit a written request which addresses the terms of reference at clause 8.3, outlines their reasons for review and provides any relevant supporting documentation to a Deputy Vice-Chancellor/Vice President.
- 6.7.12.3 Such a review must be conducted as expeditiously as possible.

6.7.13 Retrenchment

- 6.7.13.1 If a staff member has been notified under clause 6.7.3 or 6.7.4 that their position is redundant and:
 - (a) by the end of the transition period they fail to apply for option 1, 2 or 3; or
 - (b) they have applied for option 2, but their extended notice period has expired without a permanent transfer to a suitable position (see clause 6.7.11.3 (e)); or
 - (c) their Review under clause 6.7.12 has not been successful; the staff member will be retrenched.
- 6.7.13.2 The staff member will be formally advised in writing by the Vice-Chancellor and President of their retrenchment. 6.7.13.3 The retrenchment will take effect immediately, or at a later date if it is mutually agreed that the staff member will work for some or all of their extended notice period.

6.7.13.4 Retrenchment Payment

(a) Upon retrenchment a staff member will receive a retrenchment payment calculated on the same basis as a voluntary redundancy payment under clause 6.7.10, except that no payment will be made in respect of:

- i. the transition period; or
- ii. the amount of the staff member's extended notice period that has already expired prior to the retrenchment taking effect.

(b) The retrenchment payment, together with the notification of redundancy given under clause 6.7.5, is taken to satisfy any requirement that might otherwise arise under clause 6.2 in relation to notice of termination of employment.

6.7.14 Re-Employment Restriction

6.7.14.1 Voluntary Redundancy

If a staff member accepts a voluntary redundancy, they will not be eligible for re-employment, including casual employment, with the University, for a period of two (2) years from the date of termination of employment, unless otherwise authorised by the Vice-Chancellor and President.

6.7.14.2 Retrenchment

If a staff member has been retrenched, they will not be eligible for re-employment, including casual employment with the University, for a period of one (1) year from date of termination of employment, unless otherwise authorised by the Vice-Chancellor and President.

6.7.15 Staff Initiated Redundancy and Voluntary Separation Programs

6.7.15.1 If a staff member is a continuing staff member and they believe that their position is no longer required by the University, they may apply through their supervisor to the relevant Area Manager for the position to be declared redundant and to receive a voluntary redundancy payment.

6.7.15.2 From the date on which the University agrees that the position is redundant, a staff member who initiates the redundancy of their own position is entitled to a redundancy payment calculated on the same basis as a voluntary redundancy payment under clause 6.7.10, even though they do not enter a transition period or have an entitlement to exercise the options in clauses 6.7.10, 6.7.11 or 6.7.12.

6.7.15.3 If a staff member accepts an offer from the University of redundancy under a voluntary separation program, whether as part of a Major Organisational Change or otherwise, they will receive a voluntary redundancy payment on the same basis as if the redundancy was a staff initiated redundancy.

6.7.15.4 For the avoidance of doubt, a staff member whose position is agreed to be redundant under this clause 6.7.15 is not entitled to the benefits set out in clause 6.7.6, unless the University agrees otherwise, but is subject to the restriction on re-employment set out in clause 6.7.14.1.