

# REDEPLOYMENT POLICY 2014

The Vice-Chancellor and Principal, as delegate of the Senate of the University of Sydney, adopts the following policy.

Dated: 21 May 2014

Last amended: 5 June 2017 (Administrative amendments)

Signature:

Name: Dr Michael Spence

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### 1 Name of policy

This is the Redeployment Policy 2014.

### 2 Commencement

This policy commences on 26 May 2014.

### 3 Policy is binding

Except to the extent that a contrary intention is expressed, this policy binds the University, staff, students and affiliates.

## 4 Overview

This policy:

- (a) states the University's commitment to minimising involuntary redundancies; and
- (b) provides a framework for career transition in order to retain talent within the University and minimise involuntary redundancies.

## 5 Application

This policy applies to all staff who are employed on a continuing or fixed term basis under the Agreement, other than those who are excluded from the redeployment and redundancy provisions of the Agreement.

## 6 Definitions

<b>Agreement</b>	means the <a href="#">University of Sydney Enterprise Agreement 2013-2017</a> as varied or replaced from time to time.
<b>Career Transition Program</b>	means the University's program to support and assist staff through career transition including redeployment.
<b>change plan</b>	means a final plan for changes to programs, organisation, structure or technology, as described in the Agreement.
<b>change proposal</b>	means a formal proposal for a set of changes to programs, organisation, structure or technology, as described in the Agreement.
<b>consideration period</b>	means a period of four weeks commencing from the date of a written notice of redundancy.
<b>delegate</b>	means an employee, member or committee of Senate or any other person or entity to whom a delegation has been made by Senate. For the relevant delegate for Human Resources functions refer to <a href="#">the University of Sydney (Delegations of Authority – Administrative Functions) Rule 2016</a> ,
<b>Delegated Officer (Staffing)</b>	has the meaning given to it in <a href="#">the University of Sydney (Delegations of Authority – Administrative Functions) Rule 2016</a> , which at the date of this policy is: <ul style="list-style-type: none"> <li>the Director, Human Resources (who has a standing appointment as Delegated Officer (Staffing) and such other person or persons as may be appointed by the Vice-Chancellor to exercise the functions of Delegated Officer (Staffing) from time to time.</li> </ul>
<b>Head</b>	means, as appropriate, the Head of an administrative unit, or Head of School, or Head of School and Dean.
<b>identified position</b>	means a position identified as a potentially suitable vacancy for a staff member seeking redeployment, in accordance with clause 10 of

this policy.

<b>independent member</b>	means, in relation to a redeployment committee, a person who is not from the same work unit; has no direct reporting or financial relationship with the identified position; and can assess the candidates for the position impartially and objectively. An independent member may be: <ul style="list-style-type: none"><li>• a staff member from a different Faculty, University School, School or Professional Services Unit;</li><li>• an expert in the field;</li><li>• a client affected by the work of the position;</li><li>• in the case of health professional positions, a staff member of a Local Health District or hospital; or</li><li>• an individual approved by the Director, HR but not a SydneyRecruitment staff member.</li></ul>
<b>injury management co-ordinator</b>	means a staff member of the University Human Resources Unit with responsibility for the injury management process.
<b>notice period</b>	means a period of 12 weeks commencing from the date of a written notice of redundancy, including the consideration period.
<b>redemption adviser</b>	means a staff member of the University's Human Resources Unit assigned to advise a staff member on career transition including redeployment.
<b>work capacity</b>	means a staff member's capacity to undertake the full range of duties of a position while recovering from a temporary period of illness or injury. This may be less than the staff member's full capacity for a temporary period of time.

## 7 Redeployment generally

- (1) The Human Resources Unit will manage redeployment.
- (2) The University will seek to redeploy staff whose positions have, or will soon, become redundant to suitable alternative vacant positions within the University and relevant associated entities.
- (3) A staff member must not unreasonably refuse redeployment to an identified position at their existing classification level (including at another location), or to undertake training.

## 8 Career Transition Program

- (1) The [Career Transition Program](#) will be available to staff members directly affected by a change proposal.
- (2) The Career Transition Program may include any or all of:
  - (a) individual consultation;

- (b) professional development courses;
- (c) experience and skills review;
- (d) access to advice and tailored support;
- (e) identifying alternative employment opportunities within the University.

**Note:** Further information may be obtained from the Staff Intranet at <https://intranet.sydney.edu.au/careers-training/career-development/career-planning/career-transition.html>

- (3) Alternative employment opportunities within the University and relevant associated entities may be considered for staff members during the consultation stages of the change process.

## **9 Notification of redundancy and obligations during notice period**

- (1) Where the relevant delegate determines that a position is redundant, the staff member will be issued with a written notice of redundancy and offered voluntary redundancy.
- (2) The staff member will be given a consideration period of four weeks from the commencement of the notice period to decide if they will accept the offer of voluntary redundancy.
- (3) During the consideration period the staff member may also seek a review of the decision to make their position redundant.
- (4) Unless a staff member accepts an offer of voluntary redundancy the University will seek to redeploy them during the notice period to a suitable alternative position.
- (5) A staff member who has elected not to accept voluntary redundancy:
  - (a) must perform the duties within their skills and capabilities assigned to them by their supervisor;
  - (b) is expected to meet with a redeployment adviser and participate in the Career Transition Program including:
    - (i) providing an overview of their experience, qualifications, skills and work capacity as part of a comprehensive competencies assessment;
    - (ii) participating in identifying suitable vacant positions for redeployment within the University; and
    - (iii) participating in selection procedures for identified positions.
- (6) Where a staff member fails to participate in the Career Transition Program, their suitability for an available position will be assessed on the basis of information available to the University about their skills, experience and relevant work attributes. This may include, for example, performance and development documents; and position descriptions or duty statements for previous positions held by the staff member.
- (7) During the notice period a staff member is entitled to up to one day's leave per week (pro rata) for the purposes of seeking other work, outplacement services or financial advice.
- (8) The University may, at its discretion, assist with meeting the cost of reasonable retraining and outplacement services.
- (9) A staff member who is offered suitable alternative employment during the notice period, whether or not it is accepted, will not be eligible for a severance payment.

## 10 Identifying a potentially suitable position

- (1) The University and a staff member are responsible for identifying potentially suitable redeployment opportunities within the University and relevant associated entities.
- (2) To be a potentially suitable redeployment opportunity a position must:
  - (a) be a vacant existing or new funded and classified position;
  - (b) be a continuing position or, alternatively, a temporary role that is suitable for redeployment on a fixed-term basis;
  - (c) be at the same classification as the affected staff member's substantive position;
  - (d) be at the same or reasonable alternate location; and
  - (e) have selection criteria (for example skills, experience and knowledge required to perform the position) that:
    - (i) are compatible with those demonstrated by the staff member; or
    - (ii) could be obtained with reasonable training or retraining within a six month trial period; and
  - (f) be assessed by an injury management co-ordinator as suitable where a staff member is being supported for illness, injury or disability.
- (3) Where agreed in writing between the staff member and the supervisor a position at a lower classification may be an identified position.
- (4) At the University's discretion, professional and academic positions may be considered for suitability for redeployment.
- (5) A fixed term staff member who has been affected by a change process may be considered for redeployment to an identified position if the staff member is eligible for redeployment under the Agreement. However, this will depend on the duration of the staff member's contract and availability of a suitable position.
- (6) A fixed term staff member who is suitable for redeployment to a continuing position will be redeployed for the balance of the term of their employment, but their employment may only be converted to continuing if they meet the criteria for conversion in the Agreement.

**Note:** Refer to clauses [57 and 59-60](#) of the Agreement.
- (7) Redeployment opportunities for staff members will be considered to:
  - (a) new positions identified in change proposals or plans; and
  - (b) vacant positions elsewhere in the University.
- (8) A staff member will have the option of providing an expression of interest for an identified position with additional supporting information addressing the selection criteria.
- (9) Except where a staff member has accepted voluntary redundancy, the University will seek to redeploy staff, irrespective of whether expressions of interest are submitted.
- (10) If, a suitable redeployment opportunity is identified under clause 10(2), either:
  - (a) a redeployment committee will be convened; or

- (b) the Head (or nominee) may recommend to the relevant delegate that the staff member be redeployed to the identified position, including if a trial period is required.
  - (i) Any training required to be undertaken during the trial period must be documented.
- (11) A competitive selection process must be followed if more than one staff member who meets the selection criteria expresses interest in the same position.

## 11 New positions identified in change proposals or plans

- (1) Where a new position is identified in a change proposal or plan, staff members directly affected by that change will be considered first for the new position.
- (2) Where a new position is an externally or grant funded fixed term role, continuing and fixed term staff will be considered for the role based on merit.
- (3) Staff members affected by other change proposals may be considered for the new position after those staff who have been directly affected by the change proposal or plan.
- (4) Where no affected staff member meets the selection criteria, other candidates will be considered in accordance with the [Recruitment and Selection Policy](#).

## 12 Vacant positions identified elsewhere in the University

- (1) When a redeployment opportunity is identified by either the University or a staff member, the Head responsible for that position (or their nominee) and the redeployment adviser will assess the position to determine if it meets the criteria of an identified position in accordance with clause 10(2).
- (2) If a position has not been advertised and a staff member has been identified as potentially suitable for redeployment to it, the vacant position does not need to be advertised.
- (3) If the position has already been advertised, the staff member will be considered before other candidates.
- (4) If a position identified by a staff member is assessed under clause 10(2) as not suitable for redeployment, feedback will be provided to the staff member, by Sydney Recruitment in conjunction with the Head (or nominee).
- (5) Where no affected staff member meets the selection criteria, other candidates will be considered in accordance with the [Recruitment and Selection Policy](#).

## 13 Redeployment committee

- (1) A redeployment committee will have the same membership as a selection committee under the [Recruitment and Selection Policy](#), except that it may also include a nominee of the Delegated Officer (Staffing).
- (2) The redeployment committee will:
  - (a) determine if the staff member is currently able to perform the selection criteria of the identified position, or would be able to perform them within a trial period of up to six months with suitable training provided;
  - (b) make recommendations as to:

- (i) whether or not the staff member should be redeployed to the position;  
and
- (ii) whether a trial period is required;
- (c) document any training required during any trial period;
- (d) if more than one staff member is assessed, include rankings if appropriate;  
and
- (e) provide a written report on its decision, including an outline of the views of all committee members, to the relevant delegate.

#### **14 Redeployment to an identified position**

- (1) A staff member who is redeployed during the notice period will not be offered further redeployment opportunities or be considered ahead of other staff if:
  - (a) the relevant delegate approves the staff member's redeployment to an identified position; or
  - (b) the staff member refuses redeployment to an identified position and the reasons provided are considered to be unreasonable by the Delegated Officer (Staffing).
- (2) However a redeployed staff member may apply for positions advertised in accordance with *the [Recruitment and Selection Policy](#)* and will be assessed with other candidates on the basis of merit.
- (3) Where a staff member is required to transfer to a new work location, they will be entitled to relocation assistance in accordance with University policy.
- (4) A staff member who is redeployed to a position with a lower salary than their substantive position will continue to be paid at their substantive salary level for a period of six months, or until the salary applicable to their new role matches their previous salary, whichever occurs first.
- (5) If a staff member is acting in, or on secondment to, another position and their substantive position is declared redundant, salary maintenance will be based on their substantive position and not that of their acting or seconded position.
- (6) Any loadings and allowances will continue to be paid only if they are applicable to the position to which the staff member is redeployed.
- (7) Where a fixed term staff member has been redeployed into a fixed term position, their employment will cease at the end of the new or varied fixed term contract.
- (8) Where suitable alternative employment is available in an associated entity, the affected staff member will be offered a new contract of employment by the associated entity.

#### **15 Review of redeployment decisions**

Staff members to whom the Agreement applies may seek review of a redeployment decision made under this policy in accordance with the provisions of the Agreement.

**Note:** Refer to clauses [366 to 369](#) of the Agreement.

## 16 Transfer of a continuing staff member to a fixed term position

- (1) If a continuing staff member is unable to be redeployed into a suitable continuing position, the University may transfer the staff member on a fixed term basis to a temporary position of no more than twelve months duration. Transfer will be subject to the availability of a suitable vacant position.
- (2) The University and the staff member will continue to seek suitable redeployment opportunities within the University while the staff member is employed in the fixed term position.

## 17 Trial period

- (1) Redeployment may be for a trial period of up to six months.
- (2) Where training is to be provided during a trial period, training plans will be documented at commencement and monitored during the trial period.
- (3) A staff member must meet expected standards of performance and conduct in order to successfully complete the trial period.
- (4) An initial performance assessment will occur within two months, and a trial may be terminated at any time after the initial assessment, provided the staff member has been:
  - (a) notified in writing of:
    - (i) any deficiencies and the improvements necessary to meet the required standards;
    - (ii) the timeframe for achieving the improvements; and
  - (b) given an opportunity, as appropriate:
    - (i) to address any deficiencies in their performance; and or
    - (ii) respond to adverse material.
- (5) During a trial period the staff member cannot be considered ahead of other staff for identified positions. However the staff member may apply for advertised positions and will be assessed in accordance with the [Recruitment and Selection Policy](#).

## 18 Involuntary redundancy

- (1) If a staff member is unable to be redeployed during the notice period their employment will cease at the conclusion of the notice period, on grounds of involuntary redundancy.
- (2) Where a trial period of redeployment undertaken by a staff member is not successful, their employment will cease on grounds of involuntary redundancy. The staff member will not be redeployed into another position.
- (3) Where a continuing staff member is redeployed on a fixed term basis, their employment will cease on grounds of involuntary redundancy at the end of the fixed term unless a suitable continuing position becomes available before the end of the fixed term.



## 19 Severance payment

- (1) A staff member whose employment ceases through involuntary redundancy will be given notice of the cessation of their employment, or payment in lieu of notice, and severance payment as set out in the Agreement.
- (2) If a potentially suitable position is identified and the recruitment process for the identified position will be finalised within a short period of time after a staff member's end date, any severance payment may be delayed by up to six weeks to enable assessment of the staff member at interview, provided that the staff member agrees to do so.
- (3) If a staff member refuses to transfer to an identified position or refuses an offer of suitable alternative employment with an associated entity for reasons considered by the Delegated Officer (Staffing) to be unreasonable, then no severance payment will be made to the staff member.

**Note:** Refer to clause [334](#) of the Agreement.

- (4) The severance payment and payment for other service-based entitlements will be calculated based on the staff member's total continuous service, including a period of service in a position under clause 16.
- (5) If a continuing staff member is transferred on a fixed term basis to a position with a lower salary than their redundant position and their employment ceases by reason of involuntary redundancy, the severance payment and other entitlements will be calculated:
  - (a) for service prior to transferring, according to their salary in that position; and
  - (b) for service in the fixed term position, according to the salary for that position.
- (6) A staff member who is transferred on a fixed term basis will not be entitled to any severance payment if they:
  - (a) are redeployed into a suitable continuing position at the University during or at the conclusion of their fixed term position;
  - (b) accept a contract for an extension, or subsequent fixed term position, beyond the initial twelve months; or
  - (c) resign from the fixed term position.
- (7) A staff member who resigns during the notice period will not be entitled to any:
  - (a) payment in lieu of the balance of the notice period; or
  - (b) severance payment.
- (8) A staff member who has been redeployed and who resigns during any trial period for their new position will not be entitled to any severance payment.
- (9) A fixed term staff member who has been redeployed into a fixed term position will not be eligible for severance payment on the basis of involuntary redundancy at the end of the fixed term appointment. The staff member will be paid severance payment relating to the end of their fixed term contract, if eligible, in accordance with the fixed term employment provisions of the Agreement.

**Note:** Refer to clauses [30-36](#) of the Agreement

## 20 Procedures

The Director, Human Resources may determine procedures for the implementation of this policy.

## 21 Rescissions

The following policies are rescinded as from the date of commencement of this policy:

- (a) Redeployment of General Staff in Redundancy Situations Policy; and
- (b) Redeployment of Academic Staff in Redundancy Situations Policy.

## NOTES

### Redeployment Policy 2014

Date commenced: 26 May 2014

Last amended: 11 October 2016, effective 18 October 2016

5 June 2017 (administrative amendments)

Administrator: Director, Human Resources

Review date: 2017

Related documents: Fair Work Act 2009 (Cth)

[University of Sydney Enterprise Agreement 2013-2017](#)

[Appointment on Nomination Policy and Procedures](#)

[Performance Planning and Development Policy 2012](#)

[Recruitment and Selection Policy](#)

[Redeployment Procedures 2014](#)

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## AMENDMENT HISTORY

Provision	Amendment	Commencing
Various	Links updated	27/05/2015
6	Definition of injury management co-ordinator added	18/10/2016
	Definition of work capacity added	
8(2)	Hyperlink in note updated	18/10/2016
7(2); 8(3);	Reference to associated entities added.	18/10/2016

<b>Provision</b>	<b>Amendment</b>	<b>Commencing</b>
10(1); 19(3).		
9(5)(b)(i);	Added requirement of providing overview of work capacity	18/10/2016
9(6)	“role” changed to “position”	18/10/2016
10(2)(b)	Amendments relating to redeployment on fixed term basis	18/10/2016
10(2)(f)	New subclause added	18/10/2016
10(3)	Amendments to refer only to positions at a lower classification	18/10/2016
10(4)	Amendments for readability	18/10/2016
10(6)	Clarification on redeployment term	18/10/2016
10(9)	New subclause added.	18/10/2016
10(10)	Amendments to readability	18/10/2016
12(1); 12 (2)	Amendments for readability	18/10/2016
13(2)(b)-(e)	Amendments for readability	18/10/2016
14(8)	New subclause added.	18/10/2016
16(1)	Amendments for readability	18/10/2016
16(3)	Subclause removed	18/10/2016
18(3)	New subclause added	18/10/2016
19	Minor amendments for readability	18/10/2016
6	Updating references to University of Sydney (Delegations of Authority – Administrative Functions) Rule 2016	5 June 2017
6	Amendments relating to organisational design changes	5 June 2017