Redeployment Procedure

Section 1 - Preamble

(1) The Charles Darwin University ('the University', 'CDU') and Charles Darwin University and Union Enterprise Agreement 2025 (the Agreement) details the measures and procedures to be followed when a redeployment process is required.

Section 2 - Purpose

(2) The purpose of this procedure is to outline the University's redeployment process and entitlements which comply with the provisions of the Agreement, employment laws and associated legislation.

(3) This document should be read in conjunction with the Organisational Change Policy and Procedure and Redundancy Procedure.

Section 3 - Scope

(4) This procedure applies to all employees of the University excluding those employed under the following terms:

a. continuing contingent;
b. fixed term contracts;
c. casuals; and
d. employees currently undergoing probation.

Section 4 - Procedure

(5) When the University identifies and declares an employee's position redundant, the employee is entitled to:

a. accept the redundancy;
b. nominate to undergo the redeployment process; or
c. seek review of the decision (academic employees only).

Redeployment eligibility

(6) Redeployment provisions may apply to employees whose position is affected by:

a. A major change process in accordance with Clause 61 of the Agreement, resulting in the position being identified as surplus to the requirements of the University. A redeployment under this process will be in accordance with the Organisational Change Policy.
b. A professional position reclassification where:
    i. The incumbent fails to meet the required standards of the reclassified position, or

ii. The position has been reclassified downwards.

Redeployment principles

(7) The redeployment process will be implemented in accordance with the following principles:

a. The process assists the University to retain the capabilities, skills, knowledge and experience of employees.
b. The redeployment timeline as set in the Agreement will be adhered to and employees and the University will engage with the process in a proactive manner.
c. Redeployment provisions will not be used as an alternative to managing employee performance or unsatisfactory conduct and cannot be applied when transferring employees as a result of disciplinary action.
d. Employees may nominate a support person for advice, support, guidance, or representation at any time during the redeployment process.
e. Employees can apply for redundancy at any stage of the redeployment process at the discretion of the University.

Suitable alternative employment and timeframes

(8) Where an employee elects to undertake the redeployment process, the University will (in consultation with the employee) identify all suitable alternative employment options while considering the employee's:

a. Skills, qualifications, background and experience.
b. Designation/classification level.
c. Salary level.
d. Allowances, loadings or other like payments, which would continue to apply if applicable (for VET academic employees only).
e. Re-training requirements.
f. Preferred work location.
g. Area of academic expertise/discipline (academic employees only).
h. Expressed desires in respect of alternative employment (academic employees only).

(9) For professional redeployees:

a. The maximum period in which suitable alternative employment can be sought and confirmed through the redeployment process is 12 weeks.
b. Suitable employment will be provided during this time and may involve being placed in one or more positions during this period, which may be at a lower classification level.
c. Salary will be maintained at the employee's substantive level during this period.
d. Any period of redeployment will be deducted from the final payment if the employee separates from employment due to this process.

(10) If the employee is on secondment when their substantive position is made redundant and has less than 9 months remaining on the secondment, the requirement to notify Director People and Culture of their choice to elect redeployment or secondment will be deferred until the conclusion of the secondment, excluding any extensions.

(11) If the secondment has more than 9 months remaining:

a. The employee will have 10 working days to notify Director People and Culture of their choice to elect redeployment to their seconded role or an alternative position.
b. The redeployment period will commence from the date of election and be in compliance with this procedure

and the Agreement.

c. If the employee elects to be redeployed to the seconded position as suitable alternative employment, rights to receiving a redundancy at the end of the secondment will be forfeited.
d. The employee will continue to be paid at the salary received immediately prior to redeployment for 12 months from the date of redeployment.

(12) For academic redeployees:

a. The transition period in which suitable alternative employment can be sought and confirmed through the redeployment process is up to 8 weeks. If required, employees will be provided with suitable employment for the duration of these time periods.
b. If an employee is redeployed to an ongoing position in a new geographic location, the Vice-Chancellor may authorise the reimbursement of reasonable costs in accordance with the Relocation Assistance Policy and Procedure.

(13) If suitable alternative employment is secured on a continuing or fixed term basis, the employee forfeits their right to receiving a redundancy payment.

(14) An employee has the right to refuse an offer of suitable alternative employment if it is for a fixed (limited) term.

Roles and responsibilities

Employee responsibilities

(15) It is the responsibility of the employee to:

a. Actively participate in the redeployment process with a view to obtaining suitable ongoing placement.
b. Engage with People and Culture when considering suitable alternative employment in addition to actively seeking ongoing employment opportunities at the University and through the jobs@CDU website.
c. Seek assistance when writing an application or addressing selection criteria if required.
d. Notify People and Culture when applying for internal vacancies at the time of application.
e. Advise People and Culture of any leave throughout the redeployment period.

University responsibilities

(16) People and Culture will:

a. Assign a case manager/key contact within People and Culture to work with the employee for the duration of this process.
b. Make initial contact with the employee to:
    i. Outline the redeployment process and how the employee will be supported during the redeployment period.
    ii. Discuss all potential redeployment outcomes including transferring to a lower level and salary maintenance provisions under the Agreement.
    iii. Review and discuss any skills, training and personal development requirements, potential for relocation and any other details relevant to career planning and retraining.
    iv. Ensure all information is included on the Redeployment Register.
c. If required, arrange a program of retraining for the employee to introduce new skills or areas of work they may be suitable for.
d. Ensure redeployees are given priority consideration for any suitable vacant positions.

e. In the instance of more than one redeployee applying for the same vacancy, People and Culture will liaise with the hiring manager to assess who is best suited to the role, in accordance with the Recruitment and Selection Policy and Procedure.
f. Identify and arrange interim duties and responsibilities for the duration of the redeployment period.
g. Ensure all employees have been provided with access to support such as Employee Assistance Programs.

Termination of employment

(17) If an employee unreasonably rejects an offer of suitable alternative employment, the University may terminate employment in accordance with the Redundancy Procedure as follows:

a. Academic employees will receive the following notice period:
    i. Less than 1 year service allows for 1 week notice.
    ii. More than 1 and less than 3 years service allows for 2 weeks notice.
    iii. More than 3 and less than 5 years service allows for 3 weeks notice.
    iv. More than 5 years service allows 4 weeks notice.
    v. If an employee is over the age of 45 years at time of notice and has no less than 2 years of continuous service, they will be allowed an additional 1 week notice.
b. When a professional employee with redeployee status:
    i. unreasonably rejects an offer of suitable alternative employment, the University may terminate employment in accordance with the redundancy payment entitlements, minus any period of redeployment served.
    ii. is unable to be placed in suitable alternative employment at the end of the 12 week redeployment period, the employee will be terminated and receive remuneration in accordance with the redundancy payment entitlements, minus any period of redeployment served.

Re-employment

(18) An employee whose employment is terminated through a redundancy process is not eligible for re-employment, other than as a casual, for a period of 2 years except at the discretion of the Vice-Chancellor.

Section 5 - Definitions

(19) Definitions of key terms can be found in the CDU Glossary.

(20) Redeployee – An employee who would otherwise be made redundant should suitable alternative employment not become available.

(21) Redeployment – As an alternative to redundancy, an employee may be redeployed to another position within the organisation.

(22) Redundancy - Where the University deems a position is no longer required. This would occur where:

a. There is the permanent abolition of a substantial work function or operation (such as the abolition of a discipline) or closure of a campus, which results in the work no longer being required to be performed by anyone; or
b. There is an insufficiency of work in a particular work unit or function and there is a surplus of employees who perform that work.

Section 6 - Non-Compliance

(23) Non-compliance with governance documents is considered a breach of the Code of Conduct - Employees or the Code of Conduct - Students, as applicable, and is treated seriously by the University. Reports of concerns about non-compliance will be managed in accordance with the applicable disciplinary procedures outlined in the Charles Darwin University and Union Enterprise Agreement 2025 and the Code of Conduct - Students.

(24) Complaints may be raised in accordance with the Complaints and Grievance Policy and Procedure - Employees and Complaints Policy - Students.

(25) All staff members have an individual responsibility to raise any suspicion, allegation or report of fraud or corruption in accordance with the Fraud and Corruption Control Policy and Whistleblower Reporting (Improper Conduct) Procedure.

Status and Details

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Effective Date	6th October 2023
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Approval Date	5th October 2023
Expiry Date	Not Applicable
Responsible Executive	Peta Preo Director People and Culture
Implementation Officer	Peta Preo Director People and Culture
Enquiries Contact	Peta Preo Director People and Culture People and Culture

Glossary Terms and Definitions

"University" - Charles Darwin University, a body corporate established under section 4 of the Charles Darwin University Act 2003. The University is comprised of the various faculties, CDU TAFE, organisational units, and formal committees, including the governing University Council and Academic Board.

"Governance document" - means policy or procedure published in the Governance Document Library. Policies and procedures are collectively called ‘governance documents’ and are often referred to as ‘policy’ or ‘University policy’.