Redundancy 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 redundancy process is required.

Section 2 - Purpose

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

(3) This document should be read in conjunction with the Organisational Change Policy and Procedure and Redeployment 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) Redundancy provisions may apply to employees whose position is affected by:

a. A major change process in accordance with Clause 61 of the Agreement which results in the position being identified as surplus to the requirements of the University. A redeployment under this process will be in adherence to the Organisational Change Policy and the Redeployment Procedure.
b. A professional position reclassification where:
    i. the incumbent fails to meet the required standards of the reclassified position; or
    ii. where the position has been reclassified downwards.

Notice period

(6) Where the University has identified a position as redundant in accordance with the Organisational Change Policy, in addition to verbal conversations and support to identified employees, the University will provide official written notice of the decision and subsequent process. The date of the letter will commence official Notice Period and must include:

a. Notification of being displaced due to their position being made redundant.
b. A redundancy calculation.
c. The effective separation date which will be no longer than 4 weeks from the date of notification.
d. Advice on the option for redeployment in accordance with the Redeployment Procedure.
e. Information on the review process (Academic employees only).

Academic employee package and payment

(7) The following applies to academic employees only. The redundancy package will consist of:

a. Transition Period of 8 weeks.
b. Notice Period of 18 weeks.
c. Redundancy Payment – 3 weeks for each completed year of continuous service.

(8) Where the employee is 40 – 44 years of age they will be entitled to an additional 2 weeks of notice. If the employee is 45 years or older, they are entitled to an additional 4 weeks notice.

(9) The maximum package available to HE Academics is 72 weeks.

(10) The maximum package available to VET Academics is 52 weeks.

(11) When the University declares an academic employee's position redundant, within the first 4 weeks of the transition period, the employee is entitled to:

a. Accept the redundancy; or
b. Nominate to undergo the redeployment process; or
c. Seek review of the decision.

(12) If an employee had elected to undergo the redeployment process and no suitable alternative employment had been found following the completion of their 8 week transition period, the employee may:

a. Work out their notice period; or
b. Have their employment terminated in accordance with this procedure. This information will be provided to the employee in writing, advising of the official termination of their employment by way of the University redundancy provisions.

(13) On the date of their termination, the employee shall receive:

a. Payment in lieu of any remaining period of notice and transition.
b. The redundancy payment.
c. Payment of any accrued and unused annual and long service leave entitlements.

(14) All payments made will be calculated on the employee's total salary at date of termination. For the purposes of this procedure, salary includes any supplementation, market or clinical loading, and any other allowance paid to the employee at the time they are advised of the redundancy. Where an employee has converted from full time to part time employment, they will receive payment based on the average hours worked over their years of continuous service.

(15) Employees may request a letter from the University certifying they are the occupant of a position deemed to be surplus to the requirements of the organisation.

Professional employee package and payment

(16) The following applies to Professional employees only. The redundancy package will consist of:

a. Notice Period of 4 weeks.
b. Redundancy Payment totalling 12 weeks plus 2 weeks for each completed year of service, or pro rata for part year service.

(17) Where the employee is 45 years or older and has 2 years of continuous service, they are entitled to an additional 2 week notice period.

(18) The employee must write to the Director People and Culture to confirm their choice of either redundancy or redeployment. This must be completed within 10 days of receiving official written notice from the University.

a. If the employee is on secondment when their substantive position is made redundant:
    i. If 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.
    ii. If more than 9 months remaining on the secondment, the employee must provide notice of their choice to the Director People and Culture in accordance with this procedure.

(19) When an employee confirms acceptance of a redundancy package, their final date of employment will be that as outlined in the official written notice provided by the University. The employee may negotiate an alternative separation date with the Director People and Culture and, if agreed to, a revised redundancy calculation will be provided.

(20) The minimum redundancy package shall be 17 weeks less any period of redeployment served if applicable.

(21) The maximum redundancy payment on termination is 52 weeks salary.

(22) All payments made will be calculated on the employee's total salary at date of termination. For the purposes of this procedure, salary includes any supplementation, market or clinical loading, and any other allowance paid to the employee at the time they are advised of the redundancy. Where an employee has converted from full time to part time employment, they will receive payment based on the average hours worked over their years of continuous service.

Removal expenses

(23) An employee who was required to relocate upon commencement or anytime during their employment is entitled to receive payment of up to $2,000 only towards the costs of subsequent removals/relocations upon termination of employment through this procedure.

(24) The employee must notify the University of their intent to use this allowance within 30 days of their termination and expend the allowance within 90 days of separation date.

(25) To claim this contribution the employee must provide evidence of payment for relocation costs to People and Culture.

Review process – academic employees

(26) Following receipt of notice that employment has been terminated in accordance with redundancy provisions, an employee has 20 working days to make submission to an Independent Reviewer as to why their employment should not be terminated.

(27) The Independent Reviewer will be chosen and agreed between the University and relevant Union.

(28) The Independent Reviewer will consider whether the required procedures have been followed and /or if the University have applied fair and objective criteria when making the decision to terminate. This includes:

a. Providing the employee an opportunity to be interviewed and answer process related questions.
b. Interview any person they deem necessary to form opinion on whether due process was followed.
c. Consider further material to determine whether due process was followed and provide employee an opportunity to respond.
d. All proceedings must be conducted in a private, confidential manner unless otherwise agreed to.
e. Retain audio recordings of any interviews to ensure accurate record keeping, if agreed to.

(29) The University will consider any reasonable request by the employee or their representative to extend the period of the review.

(30) The Independent Reviewer is to provide their report to the University and employee within 15 working days.

(31) If the Independent Reviewer finds the University in compliance with due process, the University may consider extending the redeployment period of the employee as an outcome.

(32) If the Independent Reviewer deems the University did not follow due process, the matter will be referred to the Vice-Chancellor for determination on the most appropriate course of action.

(33) If the review findings are that the University is in compliance with due process, at the end of the 8 week transition period the employee will:

a. Commence working out their period of notice if agreed to; or
b. Have their employment terminated.

Re-employment

(34) 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

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

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

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

(38) 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

(39) 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.

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

(41) 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
Review Date	6th October 2026
Approval Authority	Vice-Chancellor
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’.