

PROFESSIONAL STAFF

**WORTH
EVERY
CENT** ✓

CPSU NSW

THE UNIVERSITY
OF SYDNEY

WHAT HAPPENS DURING A RESTRUCTURE



**Information is from the University of Sydney Enterprise Agreement 2018-2021 clauses 385 to 420
PLEASE REFER DIRECTLY TO THESE CLAUSES FOR MORE DETAILS**

THE PROCESS

The university will meet and consult with those staff directly affected by a proposed change.

Where possible the university will engage in consultation with staff before drawing up a Draft Change Proposal (DCP).

It will then provide a written detailed DCP to all affected staff and the CPSU NSW.

Affected staff and the union can respond to the proposal, and put forward alternatives.

The university will give prompt consideration to matters raised by staff and the CPSU NSW and will prepare a Revised Change Proposal (RCP), which will contain responses to the feedback, and a draft implementation plan.

The university will consult with directly affected staff and the CPSU NSW on the RCP and consider its views before making a final decision in relation to the proposed change and its implementation.

Where the feedback on the RCP results in significant changes, the university will issue a further RCP allowing staff to provide further comments on the RCP.

A Final Change Plan (FCP) will then be issued setting out the university's decision and implementation plan.

The FCP will also include a summary of the matters raised by staff and/or the unions and the university's response to those matters.

WHAT DOES THE CPSU NSW DO?

Your union will support its members through this process by:

- Ensuring the university follows the correct process
- The CPSU NSW stands ready to challenge flawed or misinterpreted application of your Enterprise Agreement
- Submitting feedback on your behalf
- Ensuring all redundancies are genuine and not a redistribution of work
- Support individual members with advice or in meetings as a support
- The union can only support you if you're a member prior to an issue arising.

Join here: www.cpsunsw.org.au/join

For support during this process, join your union – we are your best line of defence.

Note that the following provisions of this factsheet do not apply to Professional Staff who are casual, on a fixed-term contract or on probation.



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WHAT IF YOUR ONGOING POSITION HAS BEEN MADE REDUNDANT?

Staff will be notified in writing and offered voluntary redundancy. A notice period of 12 weeks will commence on the date the written notification is dispatched by Express Post or email.

The written notification will provide an estimate of the staff member's entitlements to 12 weeks' notice (or payment in lieu of notice), severance pay and payments in lieu of accrued leave.

Staff will be entitled to up to one day's paid leave per week (pro rata) during their Notice Period for the purposes of seeking other work, outplacement service or financial advice

The staff member will be given a consideration period of four weeks from the commencement of the Notice Period to decide whether to accept the offer of voluntary redundancy



IF YOU ACCEPT VOLUNTARY REDUNDANCY

If a staff member accepts an offer of voluntary redundancy, their employment will end on the date specified in the written notification or such other date as the university and the staff member may agree. If the end date is earlier than the end of the Notice Period, the staff member will be paid in lieu of the balance of the Notice Period.

In addition, the following severance payment is applicable for Professional Staff.

All annual leave, pro-rata leave loading and long service leave will be paid.

Completed years of Continuous Paid Service	If less than 45 years	If at least 45 years of age
Less than 2 years	4 weeks' salary	5 weeks' salary
2 years	7 weeks' salary	8.75 weeks' salary
3 years	10 weeks' salary	12.50 weeks' salary
4 years	13 weeks' salary	16.25 weeks' salary
5 years	15 weeks' salary	18.75 weeks' salary
6 years	17 weeks' salary	21.25 weeks' salary
7 years	19 weeks' salary	23.75 weeks' salary
8 years	21 weeks' salary	26.25 weeks' salary
9 years	23 weeks' salary	28.75 weeks' salary
10 years	31.25 weeks' salary	
11 years	33.75 weeks' salary	
12 years	36.25 weeks' salary	
13 years	38.75 weeks' salary	
14 years	41.25 weeks' salary	
15 years	43.75 weeks' salary	
16 years	46.25 weeks' salary	
17 years	48.75 weeks' salary	
18 years	51.25 weeks' salary	
19 years	53.75 weeks' salary	
20 years	56.25 weeks' salary	
21 years	58.75 weeks' salary	
22 years	62.00 weeks' salary	

REDEPLOYMENT

During the remainder of the 12-week Notice Period, the university will endeavour to redeploy staff whose positions have been made redundant and have not accepted an offer of voluntary redundancy.

Be aware that a staff member must not unreasonably refuse redeployment to a position at their existing level (including a position at another location) or to undertake training. Doing so can mean forfeiting potential severance payments.

Where a staff member who is seeking redeployment is potentially suitable for a vacant position, they will be considered in advance of other candidates. A staff member may be redeployed on a trial basis for up to six months during which time the staff member's new Supervisor will assess their performance in accordance with the P&D Program.

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.

A staff member who is redeployed to a position with a lower Salary rate will continue to be paid at the Salary they received immediately prior to redeployment for a period of six months or until the salary applicable to their new role matches their previous salary, whichever occurs first. Loadings and/or allowances will continue to be paid only if they are loadings and/or allowances which also apply to the position to which the staff member has been transferred.

INVOLUNTARY REDUNDANCY

If the university has not been able to redeploy staff by the end of the Notice Period, staff will be made involuntarily redundant and will receive severance pay (as outlined above) and payments in lieu of accrued leave.