



# Redundancy and Redeployment policy

UNCLASSIFIED | [BMS001779](#) | Rev 4.0 | 8 MARCH 2016  
Owner: General Manager – Employee Relations

## Background

At **nbn**, our values underpin the way in which we act and behave.

There may be occasions where **nbn** no longer requires an employee's job to be performed by the employee or by anyone else because of changes in **nbn**'s operational requirements. If this occurs then the employee's position is considered redundant.

**nbn** recognises the importance of consulting with and assisting employees who are impacted by redundancy and has established a support framework to ensure they are treated with respect and dignity.

## Purpose

This policy was created to set out the way in which **nbn** will manage the redundancy of positions of eligible employees.

This will include efforts to find suitable alternative employment within **nbn** and paying redundancy entitlements to eligible employees.

## Scope

This policy applies only to permanent full time and part time **nbn** employees.

For those employees who have redundancy and redeployment entitlements set out in their contract of employment, enterprise agreement or under legislation, where it differs from this Policy the more favourable entitlement (but not both) will apply.

Casual employees, fixed term employees and contractors are not entitled to redundancy payments (unless otherwise required by law) and are not covered by this Policy.

The terms of this policy do not form part of an employee's contract of employment and the policy may be varied or terminated at any time without notice at **nbn**'s discretion.

## Policy

In the event that an employee's position is likely to become redundant, **nbn** will contact the employee concerned and discuss with the employee:

- The redundancy of the position;
- Options for suitable alternative employment;
- The notice period the employee will be required to work before the employment ceases; and



- The termination payment that will be paid to the employee, should the redundancy eventuate.

**nbn** will also provide written notice of the date of effect of the termination.

### Suitable alternative employment

When an employee's position is made redundant, **nbn** will make efforts to find suitable alternative employment within **nbn**. An alternative position within **nbn** will be considered suitable alternative employment if:

- It is vacant;
- The position is appropriate for the employee having regard to matters such as the employee's experience, skills, qualifications, training and any other relevant matters; and
- The terms and conditions pertaining to the position are similar to those enjoyed by the employee in the current position.

An employee who rejects an offer of suitable alternative employment within **nbn** may not be entitled to a redundancy payment.

**nbn** may also consider whether there is suitable alternative employment for the employee with another employer. For a position to be considered suitable alternative employment with another employer, the position must be on terms and conditions substantially similar to, and no less favourable than, the employee's terms and conditions of employment with **nbn** immediately before the termination.

### Redundancy payments

In the event that an employee's position is redundant, employees may have an entitlement to redundancy pay.

Redundancy payments are in addition to payments for notice, accrued annual leave and accrued long service leave.

An eligible **nbn** employee (as above, this does not include employees engaged on a casual or fixed term basis, unless otherwise specified by law) will be paid redundancy pay if the employee's employment is terminated:

- At **nbn**'s initiative because **nbn** no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour;
- Suitable alternative employment was not identified for the employee; or
- As otherwise provided in legislation.
- The amount of redundancy pay is calculated using the table below and based on the salary component of the employee's remuneration or the employee's 'base rate' of pay as defined under the Fair Work Act:

Years of Continuous Service with nbn	Weeks' Pay
Less than 1 year of service	2 weeks
1 year and less than 2 years	4 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks plus pro rata



Years of Continuous Service with nbn	Weeks' Pay
5 years and less than 6 years	10 weeks plus pro rata
6 years and less than 7 years	12 weeks plus pro rata
7 years and less than 8 years	14 weeks plus pro rata
8 years and less than 9 years	16 weeks plus pro rata
9 years and less than 10 years	18 weeks plus pro rata
10 years and less than 11 years	20 weeks plus pro rata
11 years or more	22 weeks up to a maximum of 48 weeks (see note)

**Note:**

- After 11 years of service 2 weeks will apply for each year thereafter (pro-rated) up to a maximum of 48 weeks.
- Notice of termination will apply in addition to the redundancy payment set out in the table above.
- Weeks' pay under this Policy means the Employee's base rate of pay for their ordinary hours of work.
- Pro rata for the purposes of this Policy means to the nearest completed month of service.

**Notice periods**

The notice period applicable to an employee whose position has been made redundant will be in accordance with the applicable enterprise agreement or contract of employment.

An employee may be required to work their full notice period or notice may be paid fully or partly in lieu.

**Support services**

nbn may provide support services to an employee whose position is made redundant. These services will be discussed at the time the employee is informed of the redundancy and may include outplacement services and Employee Assistance Programme.

**Parental leave**

If an employee's position is made redundant while the employee is on parental leave, the employee will be treated as they would have been had they been at work. This means that nbn will consult with the employee and nbn will endeavour to identify suitable alternative employment for the employee. If no suitable alternative employment is identified, the employee will receive a redundancy payment calculated at the date upon which the employee was due to return to work.



## Re-Employment at nbn

In accordance with the **nbn** [Recruitment and Selection Policy](#), employees who have left employment at **nbn** due to redundancy will not be eligible for re-employment either in as an **nbn** employee or on a contract (labour hire/TSA) basis for a period of 12 months post their end date.

## Roles and responsibilities

- **Managers:** are responsible for:
  - making decisions in relation to the redundancy of employees on sound and objective operational criteria; and
  - exploring alternatives to redundancy including redeployment.
- **Employees:** are responsible for:
  - giving full consideration to any options or alternatives that are provided to them; and
  - continuing to perform their duties during the process of communication and notice period if applicable.

**Human Resources:** are responsible for ensuring managers and employees are in compliance with this Policy and for full and open communication with the employees concerned.

## More information

Full details of **nbn**'s obligations under an Enterprise Agreement can be found on the HUB.

Please contact your Manager or the Human Resources Support Centre if you require additional information in relation to this Policy.

## Related policies

- Annual Leave
- Leaving **nbn**
- Long Service Leave
- Parental Leave
- Recruitment & Selection Policy

*General Manager – Employee Relations  
Effective as of 8 March 2016*