



*What are my rights if my job is made Redundant?*

*What are my options for Redeployment?*

*How much would I be entitled to if I was Retrenched?*

The FSU has prepared this information sheet as a quick reference for members who may be facing those questions because of organisational change.

The St George / BankSA Enterprise Agreement 2007 contains a number of provisions in relation to the introduction of change (clause 8) and procedures that apply when a position is made redundant (clause 50).

*When change occurs in the workplace it's important to know your rights and entitlements.*

## **St George & BankSA: Change, Redundancy, Redeployment and Retrenchment**

### **Change & Consultation**

When St George has made a decision to introduce change which will have a significant effect on employees they will consult with affected employees and the FSU to discuss the effects of change and measures to avoid or mitigate any adverse effects of the change.

For the purposes of these discussions St George will provide in writing to concerned employees and the FSU all relevant information about the changes including the reasons for redundancies, the number and categories of staff likely to be affected and the period over which redundancies will occur.

## Redundancy

Redundancy means a situation where the work being done by an employee is no longer required to be done in that location or another location within reasonable commuting distance because of reorganization, changed business practice, technological change or downturn in business.

## Redeployment

St George is committed to ensuring that the impact of any redundancy is minimized through redeployment.

If your position is made redundant, the bank will try and redeploy you to a directly comparable position elsewhere in the organization.

If you are offered a directly comparable position and do not accept it you will not be entitled to a severance payment.

If a directly comparable position is not available the bank may offer you redeployment to an indirectly comparable position. You will be given two weeks to decide whether you wish to accept an offer of an indirectly comparable position.

If you do accept an indirectly comparable position you will be given a trial period of up to three months in the new position throughout which your salary will not be reduced.

During the trial either you or the bank may decide that the employment is unsuitable. In such case you will be retrenched from the date your service actually ends.

## Income Maintenance:

If you do accept an indirectly comparable position and your current salary is above the ceiling for the new position, your salary will be gradually reduced over 12 months.

This reduction will take place in installments of 25% each three months until you reach the salary for the lower paid position.

If your indirectly comparable position is subsequently made redundant, the retrenchment payment will be calculated using your highest salary over the preceding three years.

## Offshoring

In addition to the Enterprise Agreement the following provisions apply if your position is made redundant due to offshoring:

- Staff impacted by the decision to offshore work will not be directed to participate in the training of offshore replacement staff.
- St George will provide a timetable for a transition period including the anticipated date when the impacted operations are to cease.
- If you accept an offer of an indirectly comparable role you will maintain your current grade and rate of pay. The Income Maintenance process as detailed above does not apply if your position is made redundant due to offshoring.

CHANGE

REDEPLOYMENT

CONSULTATION

RETRENCHMENT

REDUNDANCY

ENTITLEMENTS

## Retrenchment



Where appropriate the bank may call for applicants for retrenchment. Where selection is necessary the bank will consider an employees length of service, ability to discharge duties and special circumstances such as the need to retain specific skills.

### Notice of Retrenchment

If you are to be retrenched the bank will give you six weeks formal written notice or payment in lieu of that notice.

### Severance Payments

Upon retrenchment you will receive a severance payment based upon your years of service with the bank, as follows:

- 7 weeks salary for the first year of service
- 4 weeks salary for each year of service between 2 to 10 years
- 3 weeks salary for each year of service between 11 to 16 years
- 2 weeks salary for each subsequent year of service to a maximum of 25 years.
- 1 weeks salary for each year over 45 years of age.

Maximum severance is 85 weeks including notice or 90 weeks including notice for employees over 45 years of age.

### *Part-time employees*

If you have transferred from full time to part-time employment or vice versa during your time with the bank your retrenchment payment will be based pro-rata on the actual time worked in each mode using your current salary.

## Useful Definitions

### RETRENCHMENT

Means the termination of a permanent employees employment as a result of redundancy and where alternative employment is not available and retraining is inappropriate.

### WEEKS SALARY

Is the actual weeks salary for working ordinary time;

- including applicable shift allowances and weekend loadings averaged over the last complete roster cycle, but
- excluding overtime

### DIRECTLY COMPARABLE POSITION

Means a position which is:

- is at the same level,
- doesn't involve an unreasonable change in duties when considering the employees skills and abilities,
- is at the same location or another location within reasonable commuting distance.

### INDIRECTLY COMPARABLE POSITION

Means a position which may involve a significant change in duties and may require different skills and abilities.

### CALCULATION OF SERVICE

In calculating an employee's length of service, periods of unpaid leave are not counted. However the employees anniversary date remains as the date in which they commenced employment with the bank.

## Other Severance Entitlements

### Job Search

The bank will allow you one day off each week on full pay during the notice period to attend job interviews upon proof that you are attending job interviews.

### Annual Leave

The bank will payout any untaken accrued Annual Leave plus Loading where payable.

### Long Service Leave

The bank will pay accrued Long Service Leave including pro-rata Long Service Leave to employees with more than 5 years service.

### Superannuation

Employees will receive superannuation benefits as they relate to resignation, preservation and portability in accordance with the rules of the Fund.

### Loans

- Existing Owner Occupied Housing Loans will continue on concessional staff terms for a period of 6 months from the date of termination of employment.
- Other staff loans (including Visa) will be converted to customer terms and conditions 6 months after the date of termination.
- Cheque and savings accounts will be converted to public customer terms from the date of the expiry of the formal notice period of retrenchment.
- Provided that relevant public lending criteria are met the bank will give favourable consideration to the renegotiation of housing loans at public rates and conditions for employees who are retrenched.
- Where a loan is renegotiated within six months of retrenchment the bank will meet all bank fees and charges and, if requested, will consider maintaining existing loan repayment levels and the extension of the term of the loan.



## Help is only a phone call away

Making decisions about your future during a period of organisational change can be confusing and emotional.

If you don't understand your options and want more information don't hesitate to contact the FSU members Rights Centre on **1300 366 378**



Finance Sector Union of Australia  
Member hotline: 1300 366 378  
8am to 8pm EST Monday to Friday  
Fax: 1300 307 943  
Email: [fsuminfo@fsumunion.org.au](mailto:fsuminfo@fsumunion.org.au)  
[www.fsumunion.org.au](http://www.fsumunion.org.au)