Change Management in the NT Public Sector

Industrial obligations and consultation under NTPS Enterprise Agreements

A guide for HR practitioners and managers
Acknowledgements

This document was prepared by the Office of the Commissioner for Public Employment

Related documents: Change Management in the NTPS – Better Practice Guide
# Table of Contents

## Contents

1. **INTRODUCTION** .................................................................................................................................................. 4

2. **MANAGING CHANGE IN THE NTPS: INDUSTRIAL OBLIGATIONS** ................................................................. 5
   2.1 MAJOR OR SUBSTANTIAL CHANGE .................................................................................................................. 5
   2.2 THE CONSULTATION PROCESS ..................................................................................................................... 5
   2.3 UNION REPRESENTATIVES .............................................................................................................................. 7
      2.3.1 TREATMENT OF EMPLOYEES ............................................................................................................... 8
      2.3.2 STAGES OF MAJOR or SIGNIFICANT CHANGE IN THE NTPS ......................................................... 8
   2.4 PROCESS FOR THE FILLING OF VACANCIES RESULTING FROM SUBSTANTIAL CHANGE ....................... 8
   2.5 NTPS REDEPLOYMENT AND REDUNDANCY PROVISIONS ............................................................................ 9
   2.6 GRIEVANCES AND DISPUTE RESOLUTION .................................................................................................. 9
      2.6.1 GRIEVANCES .............................................................................................................................................. 9
      2.6.2 DISPUTE SETTLING PROCEDURES ......................................................................................................... 10

3. **LINK TO RELEVANT DOCUMENTS** .................................................................................................................. 10

APPENDIX A: Applicable Management of change clauses .......................................................................................... 11

APPENDIX B: Key considerations for implementation of major change .................................................................... 12

APPENDIX C: Employment Instruction 1 Filling Vacancies - Extract ....................................................................... 17

APPENDIX D: NTPS 2013 – 2017 Enterprise Agreement – Schedule 10 ...................................................................... 18

APPENDIX E: Employment Instruction Number 14 REDEPLOYMENT AND REDUNDANCY PROCEDURES ................... 23

APPENDIX F: Flow Chart Redeployment and Redundancy Provisions ........................................................................ 28
1 INTRODUCTION

Change management in public sector organisations may involve changes to policies, processes, technology, roles, organisational culture and structures.

In some circumstances, change may be incremental. In others, it may involve a much more substantial transformation. Change can be emergent, in that it unfolds in a spontaneous way, or it can be planned, in that it is a product of conscious reasoning and deliberate action.

This highlights an important aspect of managing change, namely understanding that organisational change is a process that can be facilitated by planning and implementation phases.

There are inherent and long term benefits in consulting with employees whenever change is envisaged. This may result in some beneficial ideas being incorporated into the process as well as a more receptive take up of the change by employees.

This Guide in the Change Management in the NTPS series focuses on the legislative requirements for Northern Territory Public Sector (NTPS) Agencies when managing a major or substantial change.
2 MANAGING CHANGE IN THE NTPS: INDUSTRIAL OBLIGATIONS

Northern Territory Public Sector (NTPS) enterprise agreements have recognised that organisational and technological change is ongoing and that good change management is necessary to achieve further efficiency and productivity. To this end, all NTPS enterprise agreements include clauses that deal with the management of change. Furthermore, it is a requirement under the *Fair Work Act 2009* (Cth) that agreements contain a consultation provision. Therefore, it is essential that when considering and preparing for change that the Agency refer to the necessary provisions in relevant enterprise agreements.

NTPS enterprise agreements also provide for appropriate processes to deal with the implications of changes such as filling vacancies as a result of agency restructures and treatment of surplus employees and redundancy entitlements. A summary of all these industrial obligations outlining key considerations for HR practitioners and managers are provided in Appendix B.

2.1 MAJOR OR SUBSTANTIAL CHANGE

“Major change” or “substantial change” is not defined in the enterprise agreements to allow for flexibility due to the myriad of circumstances where change can occur.

It is important to note that not all change affecting employees is considered major or substantial change. For example, change in the use of information technology or in administering new legislation would not normally be considered major or substantial, whereas a change to an organisational structure, including changes to jobs and responsibilities within or across work units will usually be a major or substantial change.

2.2 THE CONSULTATION PROCESS

Management of Change provisions specifies that the consultation process should accompany “major” or “substantial” change as follows:

1. Providing, as far as practicable, all relevant information to employees about impending changes or decisions or other matters that will impact on them;

2. Providing an opportunity for employees and their representatives to put forward views, comments and suggestions on the matters including the opportunity, where relevant, to meet with employee representatives;

3. Consideration of the employees’ views, comments or suggestions; and

4. Advising employees and their representatives of the final decision/s, explaining how the views, comments or suggestions of employees and their representatives were taken into account.

NTPS enterprise agreements have a management of change clause reflecting the Fair Work Ombudsman model. Links to the NTPS enterprise agreements clauses are provided in Appendix A.
The following flow chart published by the Fair Work Ombudsman is a useful reference tool, which broadly reflects the key stages of consultation provisions and forms the best practice approach.

Stage 1

Provide information to employees about:

- what is being considered
- the process for consideration
- how a final decision will be made and who will be involved in making the decision.

Stage 2

Consult by:

- communicating business needs and priorities (use a mixture of team meetings, newsletters, emails or intranet site)
- seek views and opinions from affected employees, either individually or through their representatives (team or individual meetings, online intranet forum, surveys). Encourage a two-way flow of information
- review and improve strategies for communication flow of ideas and information.

Stage 3

Review and implementation:

- consider information and ideas obtained and assess against business requirements
- record any decisions made and the reasons why
- communicate decision and reasons why back to employees and representatives
- implement change
- invite feedback on the process to improve the next consultation process.

Fair Work Ombudsman Best Practice Guide: Consultation & Cooperation in the Workplace January 2014

Consultation does not diminish the agency’s authority to make a decision based on business requirements, nor does it require a consensus or ‘majority rules’ process for decision making. However consultation does offer employees a genuine opportunity to influence the outcome of change or how change is implemented by presenting information or views about the proposal to change which may not have been previously considered.

When consulting with employees, their representatives/union it is important to be clear at the outset on the purpose for consultation and what aspect of the change is open for comment. For example, where a decision has been mandated by Government such as the creation of a new agency, it is not possible to consult to influence whether or not this decision has been made, however consultation is required for employees on how this decision will be implemented.

Ongoing and timely communication of the change management process, the proposed changes and the reason for them will assist in managing the uncertainty often associated with substantial change.
In addition, given the role of the Commissioner for Public Employment (the Commissioner) as the statutory employer of all NTPS employees, where major or substantial change is proposed, the Commissioner should be advised of the proposed change and kept informed of developments during the process. Where necessary, the Office of the Commissioner for Public Employment (OCPE) can advise or assist agencies in managing the change process.

**Communication tips**

Build a commitment to change via consistent, timely, honest, accurate communication  
Clarify the vision, plans and progress of the change initiative  
Capture and address all questions and issues  
Maximise participation in the change process  
Frequently reinforce common themes and messages  
Communicate proactively  
Enable two-way discussion and dialogue  
Be responsive and adapt to resolve issues  
Evaluate and modify communication and approach to helping employees manage change as needed  
Discuss what the organisation can do to ensure that staff are engaged, and create customised engagement plans  
Hold managers accountable for delivering on these plans  
Encourage employees to ask whatever is on their mind; however, it is helpful to first anticipate possible scenarios and questions.

### 2.3 UNION REPRESENTATIVES

Agency CEOs will identify to relevant unions the reasons for change, identify the objectives to be achieved and provide a description of the resources allocated to the change process.

Management must consult with affected employees and relevant unions at appropriate and timely stages through the development of change strategies and processes. Depending on the significance of the impact on employees, CEOs may establish an Agency consultation committee specifically to formally consult relevant unions. However, the CEO must still communicate and consult directly with employees.

Where the agency requires time to understand the nature and effect of proposed change, prior to formulating a proposed process for implementation, this should also be communicated to employees and their representatives.

A [Working with Unions Commissioner’s Guideline](#) provides further information on the rights and obligations of employee representatives, union officials and management in the workplace.
2.3.1 TREATMENT OF EMPLOYEES

Agencies must create a work environment which increases information exchange, the involvement of employees, job satisfaction, continuous learning and training opportunities and health and safety will be promoted.

Furthermore, in line with enterprise agreements and the human resource management principle of the Public Sector Employment and Management Act, management must:

- ensure fair and sensitive treatment and support facilities for displaced employees;
- provide prompt resolution of problems and grievances; and
- have regard to the general well-being of employees, including giving due attention to individual workloads.

The entirety of the change process must be monitored to ensure that, as far as possible, the outcomes match the objectives and the processes and practices will aim to create a positive, stable and harmonious work environment.

2.3.2 STAGES OF MAJOR or SIGNIFICANT CHANGE IN THE NTPS

It is recognised that at times change in the NTPS is essential to meet the needs of the community and to address Government priorities and general operational requirements.

It is essential that all change management plans consider relevant legislative requirements for each stage of change. Not all major or significant change impacts on employees’ position or impacts on the number of positions but where they are affected, the enterprise agreement requirement must be implemented for each relevant stage.

2.4 PROCESS FOR THE FILLING OF VACANCIES RESULTING FROM SUBSTANTIAL CHANGE

The provisions for the filling of vacancies resulting from substantial change are found in Employment Instruction Number 1 and these are provided in Appendix C as an easy reference. Filling vacancies are subject to the general and agency specific recruitment restrictions in place at the time. Other key principles which NTPS Agencies should be aware of include:

- Fairness: demonstrate a fair and orderly process;
- Job Evaluations: New positions created through changes are to be evaluated through the Job Evaluation System as soon as possible;
- Transfers: Employees can be transferred by the Chief Executive Officer (CEO) to same/similar jobs within the Agency – merit only applies between multiple suitable affected employees;
- Preference: in the recruitment scenario, preference is to be given to internal transferees over redeployees from outside the Agency;
- Redeployment and Redundancy: the NTPS redeployment and redundancy provisions apply where relevant;
- Training: adequate training is to be provided to assist employees whose jobs have changed.
Employment Instruction Number 1 also sets out considerations for employees on fixed term employment contracts and long term higher duties during a substantial change process. These include that where a vacancy cannot be filled by an ongoing employee from the affected work unit or through the transfer of a suitable potentially surplus employee from outside the affected work unit the CEO may appoint, transfer or promote (as appropriate) a suitable employee from one of the following categories:

(a) Employees who were originally selected on merit to a vacancy in the work unit and who have been employed in the unit for more than 6 months service on either a renewal or second contract for the same position, and not in an externally funded position, may be considered for permanent appointment at level or at a lower level; or

(b) Employees with more than 18 months service and on their third fixed period appointment, for the same position, which is externally funded; or

(c) Employees on continuous higher duties allowance (HDA) for more than 18 months in the same job.

In relation to provisions under (a) to (c), all appointments to ongoing (permanent) positions require the approval of the Commissioner.

The usual process for filling a vacancy which is not the result of a substantial change process still applies.

2.5 NTPS REDEPLOYMENT AND REDUNDANCY PROVISIONS

The NTPS redeployment and redundancy provisions (Schedule 10 of the general Agreement) set out the agency actions that are required when an employee becomes potentially surplus. Agencies are required to case manage each affected employee and the Case Manager is to assist with finding a work placement.

Agencies must follow the instructions provided in Employment Instruction Number 14 Redeployment and Redundancy Procedures.

The OCPE has also created a Redeployment Unit and an OCPE Work Placement Database to assist with matching redeployees and vacancies in the NTPS. All agencies are required to list all vacancies on the database.

The NTPS redeployment and redundancy provisions as set out in Schedule 10 in the general Agreement have been provided in Appendix D and Employment Instruction Number 14 is in Appendix E and a flow chart in Appendix F.

2.6 GRIEVANCES AND DISPUTE RESOLUTION

There are various avenues for NTPS employees who are aggrieved due to matters affecting them in their employment, including during a change management process as listed below:

2.6.1 GRIEVANCES

Employment Instruction Number 8 ‘Internal Agency Complaints and Section 59 Grievance Reviews’, states that all agencies must have a policy and procedure allowing employees to lodge a grievance. Local level resolution of grievance under internal Agency procedures is the preferred mechanism for resolving employee concerns.
However, where internal Agency procedures fail to resolve the concern, employees have the ability under section 59 of the *Public Sector Employment and Management Act* (PSEMA) to lodge a request for the CPE review an action, intended action or decision as follows:

(a) section 59(1)(a) – where the employee is aggrieved by the intention of the CEO to terminate the employee’s employment on probation, provided the request for review is made within 14 days; and

(b) section 59(1)(b) – where an employee is otherwise aggrieved by his or her treatment in employment in the NTPS, provided the request for review is made within 3 months.

2.6.2 DISPUTE SETTLING PROCEDURES

NTPS enterprise agreements contain provisions regarding the resolution of disputes about matters arising under an agreement. In the event of a dispute regarding a matter arising under an agreement, the provisions require that the parties first attempt to resolve the matter internally (starting with attempts between the employee and his or her immediate supervisor and ultimately escalating up to the CEO if necessary).

If the matter cannot be resolved internally, it can be referred in writing to the CPE for resolution. If the matter still remains unresolved it can be referred to Fair Work Commission for conciliation, or if ultimately necessary, arbitration.

It is not uncommon for employee representatives to lodge disputes arising under an Agreement on behalf of one or more employees and the matters often have more of an industrial focus than matters lodged under section 59 of PSEMA. As such, agencies are encouraged to promptly contact OCPE for assistance in the case of disputes arising under an Agreement.

It is also important to note that the dispute clause requires that while the dispute is being dealt with, work must continue in accordance with usual practice, except where there are reasonable concerns that the practice is illegal or it poses an imminent risk to an employee’s health or safety.

In addition to the above avenues for review, employees are encouraged to notify their Human Resources Unit or employee representative for assistance if they are aggrieved by a matter relating to their employment.

3 LINK TO RELEVANT DOCUMENTS

- The Public Sector Employment and Management Act
- Change Management in the NTPS – Better Practice Guide
- Working with Unions Commissioner’s Guideline
- Employment Instruction 1: Filling Vacancies
- Filling Vacancies – Commissioner’s Guidelines
- Employment Instruction Number 14 Redeployment and Redundancy Procedures
## APPENDIX A: Applicable Management of change clauses

<table>
<thead>
<tr>
<th>Category</th>
<th>Clause Reference</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aboriginal and Torres Strait Islander Health Practitioners</td>
<td>Clause 17</td>
<td>15</td>
</tr>
<tr>
<td>Administrative Officers</td>
<td>Clause 17</td>
<td>15</td>
</tr>
<tr>
<td>Assistant Teachers</td>
<td>Clause 15</td>
<td>14</td>
</tr>
<tr>
<td>Dentists</td>
<td>Clause 18</td>
<td>13</td>
</tr>
<tr>
<td>Enrolled Nurses</td>
<td>Clause 15</td>
<td>13</td>
</tr>
<tr>
<td>Fire Fighters</td>
<td>Clause 62</td>
<td>65</td>
</tr>
<tr>
<td>Jacana Energy</td>
<td>Clause 15</td>
<td>10</td>
</tr>
<tr>
<td>Medical Officers</td>
<td>Clause 16</td>
<td>7</td>
</tr>
<tr>
<td>Nurses</td>
<td>Clause 15</td>
<td>13</td>
</tr>
<tr>
<td>Physical Grade Employees</td>
<td>Clause 17</td>
<td>15</td>
</tr>
<tr>
<td>Power and Water Corporation</td>
<td>Clause 17</td>
<td>11</td>
</tr>
<tr>
<td>Prison Educators</td>
<td>Clause 15</td>
<td>14</td>
</tr>
<tr>
<td>Correctional Officers</td>
<td>Clause 57</td>
<td>58</td>
</tr>
<tr>
<td>Professional Officers</td>
<td>Clause 17</td>
<td>15</td>
</tr>
<tr>
<td>School Based Administration Officers</td>
<td>Clause 17</td>
<td>15</td>
</tr>
<tr>
<td>Senior Prison Officers (CPO’s and above)</td>
<td>Clause 17</td>
<td>15</td>
</tr>
<tr>
<td>Senior Teachers</td>
<td>Clause 15</td>
<td>14</td>
</tr>
<tr>
<td>Teachers</td>
<td>Clause 15</td>
<td>14</td>
</tr>
<tr>
<td>Technical employees</td>
<td>Clause 17</td>
<td>15</td>
</tr>
<tr>
<td>Territory Generation</td>
<td>Clause 17</td>
<td>11</td>
</tr>
</tbody>
</table>
## APPENDIX B: Key considerations for implementation of major change

This table is designed to provide general guidance on good change management processes and refers to mandatory requirements that appear in each NTPS Enterprise Agreement. This is to assist managers and HR practitioners consider key elements of the enterprise agreement provisions related to consultation, filling vacancies arising from agency restructures and, redeployment and redundancy processes.

It is recommended you refer to the Agreement/s that apply to your agency for more detailed information or contact OCPE for further advice.

<table>
<thead>
<tr>
<th>ACTION</th>
<th>TIPS &amp; CONSIDERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ACTION 1: Is it substantial or major change?</strong>&lt;br&gt;Identify whether the change contemplated is the type of substantial or major change covered by the change management provisions.</td>
<td>Is it a “substantial change” or “major change” in the workplace that affects employees?</td>
</tr>
</tbody>
</table>
| **ACTION 2: Understand the change**<br>Managers to have a clear understanding of the change required and to allocate adequate resources to it. | • Be well prepared before communicating proposed changes to affected employees.  
• Know the detail surrounding proposed changes, including:  
  o Reasons for the change  
  o The objectives to be achieved  
  o The resources to be allocated to the change process  
  o Estimated timeframes for implementation  
• Management to agree on key communication messages – ensure all managers involved communicate clear and consistent messages. |
| **ACTION 3: Consult employees & representatives**<br>Consult with affected employees and relevant employee representatives at appropriate and timely stages through the development of change strategies and processes. | • Where practicable, consultation should be achieved through face to face meetings as a group or individually. If not practical then other methods such as email, bulletins or staff information sheets should be used.  
• Face to face consultation should always be documented in writing (eg: minutes taken, key information included in follow up letter to affected employees). |
### ACTION
Consultation involves:
- Providing, as far as practicable, all relevant information to employees about impending changes or decisions or other matters that will impact on them.
- Providing an opportunity for employees and their representatives to put forward views, comments and suggestions on the matter.
- Consideration of the views, comments and suggestions submitted.
- Advising employees and their representatives of the final decisions, explaining how the views expressed by employees and their representatives were taken into account.

Note: Given the CPE’s role as statutory employer, it is strongly recommended that Agencies embarking on substantial change also communicate with the OCPE at an early stage in the process and keep it informed of developments throughout the process. OCPE is available to provide assistance at any stage of the process, upon request.

### TIPS & CONSIDERATIONS
- Management should offer to meet with relevant employee representatives.
- The CEO may establish a consultative committee as a forum for consultation if appropriate.
- Communications to affected employees should be copied to relevant employee representatives.
- At appropriate stages of the process, communications should refer to:
  - the opportunity for employees and relevant employee representatives to provide comments and suggestions (note, employee and employee representative suggestions should be documented in writing)
  - the consideration of comments and suggestions received
  - the outcome of considerations
- Provide regular updates to affected employees and relevant employee representatives during the change process, in response to developments or delays (eg: if consideration of issues is taking some time, communicate that employer is still considering relevant issues and will advise of developments in due course)
- Notify the CPE of the proposed change/s and how employees may be affected.
- Contact OCPE Employee Relations unit for advice through the consultation and communication process.

It is recommended that communications over the change process cover off on the following issues, as a minimum:
- What does the change involve?
- What are the reasons for the change?
- What are the objectives to be achieved?
- What resources will be allocated to the change process?
<table>
<thead>
<tr>
<th>ACTION</th>
<th>TIPS &amp; CONSIDERATIONS</th>
</tr>
</thead>
</table>
| **ACTION 4: Fair treatment of employees**  
Fair and sensitive treatment of employees during the change process, including the provision of adequate support mechanisms, where necessary. | - Ensure that sound, logical bases exist in support of decisions or actions affecting specific employees  
- Consider natural justice requirements  
- Monitor individual workloads  
- Identify necessary training and development opportunities where relevant  
- Provide key Agency contact details  
- Offer access to employee assistance programs where relevant  
- Ensure any employee concerns or grievances are handled promptly  
- Ensure relevant processes and procedures are followed where applicable (eg: grievance or dispute resolution processes, redeployment and redundancy procedures) |
| **ACTION 5: Filling Vacancies**  
Filling of vacancies arising from substantial change undertaken in accordance Employment Instruction 1 and relevant enterprise Agreement provisions | - A fair and orderly process for filling vacancies will accompany implementation of substantial change.  
- Participative work reorganisation and job redesign will, where appropriate, be the preferred basis for changes to work and jobs.  
- Any newly created jobs will be promptly evaluated through the Job Evaluation System or |
<table>
<thead>
<tr>
<th>ACTION</th>
<th>TIPS &amp; CONSIDERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>other relevant classification review systems.</td>
</tr>
<tr>
<td></td>
<td>• Where the CEO, Commissioner and Employee(s) affected by the change agree, those Employees can be transferred by the CEO to the same or like job within the Agency.</td>
</tr>
<tr>
<td></td>
<td>• Merit will apply in cases where there is more than one suitable affected Employee from the same work unit available for transfer.</td>
</tr>
<tr>
<td></td>
<td>• Redeployees from outside the affected work unit or outside the Agency do not have a higher or equal priority to the affected Employees in being considered for these vacancies.</td>
</tr>
<tr>
<td></td>
<td>• Where the Parties do not agree about certain jobs, the jobs will be filled in the normal manner.</td>
</tr>
<tr>
<td></td>
<td>• Redeployment and Redundancy provisions where relevant will apply (See Action 6)</td>
</tr>
<tr>
<td></td>
<td>• Training is to be provided to assist Employees whose jobs have changed or who have transferred to a new job at a level where different skills are required.</td>
</tr>
<tr>
<td></td>
<td>• Employees who were originally selected on merit to a vacancy in the work unit and who have been employed in the unit for more than 6 months service on either a renewal or second contract for the same position, and not in an externally funded position, may be considered for permanent appointment at level or at a lower level with the approval of the CPE.</td>
</tr>
<tr>
<td></td>
<td>• Employees with more than 18 months service and on their third contract, for the same position, which is externally funded may be considered for permanent appointment with approval of the CPE at level or at the base grade.</td>
</tr>
<tr>
<td></td>
<td>• Employees on continuous HDA for more than 18 months in the same job may be considered for direct promotion to the HDA level to a job or to a similar position within a restructured business unit with approval of the CPE.</td>
</tr>
</tbody>
</table>

**ACTION 6: Redeployment and Redundancy**

- Employee is identified as potentially surplus to agency requirements and notified in writing under s41 PSEM.
<table>
<thead>
<tr>
<th>ACTION</th>
<th>TIPS &amp; CONSIDERATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Employee is registered on the Redeployee Database</td>
</tr>
<tr>
<td></td>
<td>• Employee and case manager review vacancies for suitable alternative employment</td>
</tr>
<tr>
<td></td>
<td>• Employee is given preferential treatment for suitable vacancies</td>
</tr>
<tr>
<td></td>
<td>• Where more than one redeployee applies for the same vacancy a merit selection process will apply (still subject to consideration of a reasonable period of training and support)</td>
</tr>
<tr>
<td></td>
<td>• Work with OCPE to consider options available regarding termination of employment s43 of the Act (voluntary retrenchment / redundancy)</td>
</tr>
</tbody>
</table>
APPENDIX C: Employment Instruction 1 Filling Vacancies - Extract

12. Filling Vacancies Resulting From Substantial Changes

12.1 When filling vacancies resulting from substantial change the CEO will adopt a fair and orderly process consistent with the following principles:

   a) Employees and the relevant union(s) are to be consulted about the process.
   
   b) Any work reorganisation and job redesign will, where appropriate be undertaken taking into account the views of Employees within the affected work unit.
   
   c) Any newly created or redesigned jobs will, where necessary, be promptly evaluated through the Job Evaluation System or other relevant classification review system.

12.2 Where the CEO and majority of Employees agree, vacancies are to be filled as follows:

   a) the CEO may transfer ongoing Employees affected by the change to the same or like job within the agency under section 35 of the Public Sector Employment and Management Act.
   
   b) If there is more than one suitable affected ongoing Employee affected by the change available for transfer to a vacancy, a selection will be made on merit between them.
   
   c) Ongoing Employees from the affected work unit (including those who may be on leave or temporary transfer to another work unit or agency) have priority over all other Employees.
   
   d) Where a vacancy resulting from substantial change cannot be filled by a suitable ongoing Employee under c), the CEO may transfer a suitable potentially surplus Employee from outside the affected work unit.
   
   e) Ongoing Employees from the affected work unit who cannot be placed within the work unit, or elsewhere within the agency, may be dealt with in accordance with the Redeployment and Redundancy provisions under the relevant enterprise agreement.
   
   f) Where a vacancy is not filled through c) or d), the CEO may appoint, transfer or promote (as appropriate) a suitable Employee from one of the following categories:

      - Employees who were originally selected on merit to a vacancy in the work unit and who have been employed in the unit for more than six (6) months service on either a renewal or second contract for the same position, and not in an externally funded position, may be considered for an appropriate on-going vacancy in the unit at level or a lower level; or
      
      - Employees with more than 18 months service and on their third fixed period appointment, for the same position in the work unit, which is externally funded; or
      
      - Employees on continuous higher duties allowance for more than 18 months in the same job.
   
   g) Where there is more than one suitable Employee for a vacancy from Employees set out in f), a selection will be made on merit between them.

12.3 The work allocation of Employees who, at the time of the change occurring, have been on continuous higher duties, leave without pay, study leave, or parental leave will be resolved on a case by case basis at the CEO’s discretion in consultation with the union at the Employee’s request.

12.4 If there is no agreement between the CEO and the Employees under clause 12.2, vacancies will be filled in the normal manner.

12.5 Employees whose jobs have changed or who have transferred to a new job where different skills are required are to be assess and provided with relevant training.

Schedule 10 – Northern Territory Public Sector Redeployment and Redundancy Provisions

1. Definitions

1.1. For the purposes of these provisions:

(a) “Potentially surplus employee” means an employee who has been declared by the CEO to be potentially surplus to the requirements of the agency under section 41 of the PSEM Act.

(b) “Service” means a period of continuous service as defined in the FW Act, and which includes service as a compulsory transeree as defined in accordance with By-Law 45.1 of the PSEM Act.

(c) “Suitable employment” means employment within the NTPS that the employee is capable of performing and is competent and qualified to perform, having regard to section 5D(2) of the PSEM Act, which must be considered in the context of reasonable training possibilities.

(d) “Surplus employee” means an employee in relation to whom the CEO has requested that the Employer exercise his or her powers under section 43 of the PSEM Act.

(e) “Union” means a trade union as defined in the FW Act and which is covered by this Agreement.

2. Consulting Relevant Unions

2.1 The CEO will make reasonable attempts to establish whether a potentially surplus employee is a union member and where union membership is established, must:

(a) notify the relevant union of the potentially surplus situation and the name of the employee; and

(b) invite the union to meet with an Agency representative in relation to the situation.

2.2 The Employer and/or CEO will provide relevant unions with the number of potentially surplus employees, their agency and their designation.

3. Finding of Other Suitable Employment

3.1 The Employer and the CEO must make every endeavour to place a potentially surplus employee in other suitable employment.

3.2 In addition to any other action the Employer and/or the CEO may have taken in the period before notice is given in accordance with clauses 4 or 5, the Employer and CEO will, during all such periods of notice, make every endeavour to place a surplus employee in other suitable employment.

3.3 Where other suitable employment for a potentially surplus employee or a surplus employee is identified the employee will be transferred. Where the transfer is to a lower level designation and salary, the written consent of the employee is required and the income maintenance provisions of clause 6.3 apply.

4. Voluntary Retrenchment

4.1 Where a surplus employee is unable to be placed in other suitable employment, the Employer may offer the employee a voluntary retrenchment.

4.2 The surplus employee will have up to seven (7) days from the date of a written offer of voluntary retrenchment to consider and accept the offer.
4.3 Where the surplus employee accepts a voluntary retrenchment, the employee is entitled to a period of four (4) weeks’ notice from the date that the offer is accepted, or five (5) weeks’ notice if the employee is over the age of 45 years.

4.4 The surplus employee may be retrenched at any time within the period of notice under clause 4.3, at the direction of the CEO or the request of the employee, in which case the employee is entitled to receive payment in lieu of salary for the unexpired portion of the notice period.

4.5 A surplus employee retrenched in accordance with this clause is entitled to be paid a sum equal to the following weeks’ salary including, where applicable, Northern Territory allowance:

   (a) For an employee with at least one (1) year but less than two (2) years’ service:
       four (4) weeks’ salary;

   (b) For an employee with at least two (2) years but less than three (3) years’ service:
       six (6) weeks’ salary;

   (c) For an employee with between three (3) and three and a half (3.5) years’ service:
       seven (7) weeks’ salary; and

   (d) For an employee with greater than three and a half (3.5) years’ service: two (2) weeks’ salary for each year of service plus a pro rata payment for the months of service completed since the last year of continuous service, provided that the maximum payable is 48 weeks’ salary.

4.6 For the purpose of calculating payment under clause 4.5:

   (a) where an employee has been acting in a higher designation for a continuous period of at least 12 months immediately prior to the date of notification that he or she is a surplus employee, the salary level is the employee’s salary in his or her higher designation at the date of notification; and

   (b) where an employee has been paid a loading for shift work for 50% or more of the 12 months immediately preceding the date of notification, the weekly average amount of shift loading received during that period shall be counted as part of “weeks’ salary”.

4.7 The inclusion of allowances or loadings as salary, other than those specified in clause 4.6 will be at the discretion of the Employer.

4.8 The entitlement under:

   (a) Clause 4.3 constitutes notice for the purposes of section 117 of the FW Act; and

   (b) Clause 4.5 includes the employee’s entitlement to redundancy pay for the purposes of section 119 of the FW Act.

4.9 All accrued recreation leave, long service leave and leave loading entitlements, including prorata entitlements must be paid out.

4.10 Subject to clause 4.11, a surplus employee retrenched under this clause is entitled to all reasonable removal and relocation expenses. This entitlement must be used within 90 days after the date of voluntary retrenchment unless otherwise approved by the Employer.

4.11 A surplus employee is entitled to the use of or payment equivalent to one accrued airfare entitlement for the employee and his or her recognised dependents. This entitlement is in lieu of removal and relocation expenses in clause 4.10, and this must be used within 90 days after the date of voluntary retrenchment, unless otherwise approved by the Employer.
5. Notice of Redundancy

5.1 A surplus employee cannot be given notice under this clause unless he or she has:

(a) been offered a voluntary retrenchment and has declined that offer; or

(b) has requested a voluntary retrenchment and the Employer has refused the request.

5.2 Subject to clause 5.5, where the Employer determines that a surplus employee is unable to be placed in other suitable employment:

(a) the employee is entitled to 26 weeks formal notice of redundancy; or

(b) where the employee has 20 or more years’ service or is over the age of 45 years, the employee is entitled to 52 weeks formal notice of redundancy.

5.3 In addition to notice of redundancy under clause 5.2, a surplus employee must be given four weeks’ formal notice (or five weeks if the employee is over 45 years) where the relevant period of notice under clause 5.2 has expired and the employee cannot be placed in other suitable employment and will be terminated.

5.4 The period of notice under clause 5.3 constitutes notice for the purposes of section 117 of the FW Act.

5.5 The period of notice under clause 5.2 will be offset by the number of weeks of redundancy pay to which the surplus employee is entitled under section 119 of the FW Act and will be paid on termination.

Example: A 50 year old employee with 4 years’ service has been given notice of redundancy. The employee will receive a total redundancy entitlement of 52 weeks, comprising 44 weeks’ notice of redundancy and the NES entitlement to 8 weeks’ redundancy pay which will be paid on termination.

5.6 In accordance with clause 3.2, during the notice periods referred to in this clause the Employer and CEO will continue to make all reasonable endeavours to place the surplus employee into other suitable employment.

5.7 With the approval of the CEO, a surplus employee who has received notice in accordance with clauses 5.2 or 5.3 may request that the termination occur before the expiry date of the notice period. The date requested then becomes the date of termination of employment.

5.8 Where the CEO approves a request to terminate employment before the expiry date of the notice period, the surplus employee will be entitled to receive payment in lieu of salary including Northern Territory Allowance where applicable, for the unexpired portion of the notice periods set out in clauses 5.2 and 5.3.

5.9 A surplus employee who has declined an offer of voluntary retrenchment prior to clauses 5.2 and 5.3 being invoked, is not entitled to receive a greater payment under clause 5.8 than the employee would have been entitled to receive had he or she been voluntarily retrenched.

5.10 For the purpose of attending employment interviews, a surplus employee who has received notice in accordance with clauses 5.2 or 5.3 is entitled:

(a) to reasonable leave with full pay; and

(b) to reasonable travelling and incidental expenses necessary to attend an interview where those expenses are not met by the prospective employer.

6. Transfer to other suitable employment
6.1 A potentially surplus employee or a surplus employee is entitled to four weeks’ notice in the case of a transfer to a lower designation. By agreement between the employee and the CEO the transfer may occur before the expiry of the four week notice period.

6.2 A potentially surplus employee or a surplus employee is entitled to all reasonable expenses associated with moving his or her household to a new location if, in the opinion of the Employer the transfer is necessary to enable the employee to take up suitable employment.

6.3 Where a potentially surplus employee or a surplus employee is transferred to a lower designation and salary the employee will be entitled to income maintenance payments as follows:

(a) Where the period of notice of redundancy has already been invoked, the greater of:

(i) the unexpired portion of the period of notice of redundancy that applies to the surplus employee under clause 5.2; or

(ii) four weeks; or

(b) Where the period of notice of redundancy has not yet been invoked, for the period of notice of redundancy that might otherwise have applied to the employee under clause 5.2.

6.4 Income maintenance payments are calculated as follows:

(a) an amount equivalent to the difference between the employee’s nominal salary on the day immediately preceding the transfer and the nominal salary upon transfer; or

(b) Where an employee has been acting in a higher designation for a continuous period of 12 months immediately prior to the date on which he or she received notice of the transfer, the difference between the employee’s higher duties salary and the lower salary upon transfer.

6.5 The inclusion of allowances or loadings as salary, other than higher duties allowance in accordance with clause (b), is at the discretion of the Employer.

6.6 An employee who is eligible for the payment of income maintenance is entitled to receive compensation for all other identifiable and quantifiable disabilities, losses and expenses experienced or incurred by reason of his or her transfer which in the opinion of the Employer were brought about by the transfer.

7. Use of Accrued Personal Leave

7.1 Subject to clause 7.2, the periods of notice under clauses 5.2 and 5.3 will be extended by any periods of approved personal leave taken during such periods supported by documentary evidence in the form of a medical certificate issued by a registered health practitioner.

7.2 For the purposes of an employee entitled to income maintenance under clause 6.3, the total extension permitted under clause 7.1 is capped at six months.

Example: A 50 year old employee with 10 years’ service receives notice of redundancy under clause (b). Ten weeks into the 52 week period of notice, the employee is transferred to a position of a lower designation and salary. The employee is entitled to income maintenance for 42 weeks. However, during the income maintenance period the employee takes four weeks’ certificated personal leave, with the result that the total period of income maintenance ends up being 46 weeks.

8. Right of Review

8.1 A surplus employee will have a right of review to the Commissioner against any administrative decision made in relation to his or her eligibility for benefits under these provisions or in relation to the amount of those benefits.

8.2 This right does not affect the employee’s rights under the FW Act.
9. Substitution or Other Provisions

9.1 Where the Employer and the employee (and where requested by the employee, the relevant union) agree, provisions may be applied to a potentially surplus employee or a surplus employee which are in addition to, or in substitution for, any or all of the provisions prescribed in this Schedule.

10. Exemption

10.1 These provisions do not apply to fixed period or casual employees unless otherwise approved by the Employer.
APPENDIX E: Employment Instruction Number 14
REDEPLOYMENT AND REDUNDANCY PROCEDURES

1. Scope

1.1. This Employment Instruction:

a) is designed to assist Northern Territory Public Sector (NTPS) employees and agencies in understanding their rights and obligations in redeployment and redundancy situations, and to ensure that these situations are handled as sensitively, efficiently and effectively as possible;

b) is issued in accordance with section 16 of the Public Sector Employment and Management Act (the Act);

c) is to be read in conjunction with sections 41 to 43 of the Act;

d) is to be read in conjunction with the redeployment and redundancy provisions and management of change provisions, where relevant, of applicable enterprise agreements; and

e) applies where ongoing employees covered by an applicable enterprise agreement are declared to be potentially surplus to the requirements of an agency. This may come about, among other reasons, from the introduction of new technology, or changes in the nature, extent or organisation of the functions of the agency.

1.2. Employees must not be declared as potentially surplus as an alternative to implementing performance management processes in under-performance situations, or instigating inability or disciplinary processes where appropriate to do so.

1.3. For the purposes of this Employment Instruction a reference to “redeployee” is a reference to a potentially surplus employee (pending a section 43 declaration) or a surplus employee (following a section 43 declaration).

2. Mutual responsibility for redeployment outcomes

2.1. In addition to the specific responsibilities, the following general responsibilities will be observed at all stages of the redeployment process:

a) The redeployee will:

• maintain an up to date resume and provide a copy to the nominated case manager;

• actively identify and apply for other suitable employment, and participate positively and constructively when referred to potentially suitable vacancies by the agency; and

• actively participate in identified training options and other development opportunities.

b) The agency will:

• ensure that the redeployee is provided with an appropriate level of assistance and case management;

• actively monitor vacancies to identify other suitable employment and refer the redeployee, where necessary, to potentially suitable vacancies; and

• assist in the identification of reasonable training and development opportunities to maximise the potential for redeployment.

c) The Commissioner for Public Employment (Commissioner) will:
• monitor and assess agency handling of the redeployment process as necessary, and provide advice to the agency and redeployee regarding the process, upon request; and
• maintain a central database of redeployees to maximise redeployment opportunities and for reporting purposes.

3. Declaration of employee as potentially surplus

3.1. Declaration notice

a) Prior to the Chief Executive Officer (CEO) declaring an employee as potentially surplus, the agency must contact the Commissioner and provide all relevant information, including actions taken to date to place the employee in other suitable employment.

b) Where, following the receipt of advice and support from the Commissioner, the CEO decides to declare an employee as potentially surplus to agency requirements, the CEO must provide written notice to the employee (the declaration notice), including:

• the reasons for the declaration;
• a copy of the redeployment and redundancy provisions from the applicable enterprise agreement;
• information regarding the likelihood of the agency finding other suitable employment for the employee in a reasonable period;
• the details of a suitably skilled agency contact nominated as the employee’s case manager; and
• arrangements for meeting with a nominated case manager to discuss the process further.

c) The CEO must provide a copy of the declaration notice to the Commissioner along with other employee information that the Commissioner may require from time to time.

d) If the CEO has been able to establish that the redeployee is a union member, the CEO must provide a copy of the declaration notice to the relevant union and invite the union to meet with an agency representative in relation to the situation.

3.2. Case file/management

The CEO must maintain a confidential case file for all relevant documentation relating to the case management of the redeployee.

3.3. Case manager’s meeting with redeployee

The meeting between the case manager and redeployee must include an explanation of the:

• redeployment and redundancy provisions of the Act and the applicable enterprise agreement;
• potential redeployment possibilities, including those involving relocation, training, or transfer to a lower designation with salary maintenance;
• responsibilities and expectations of the redeployee, the agency and the Commissioner; and
• redeployee’s review rights.

4. Redeployment process

4.1. Overview
The redeployment process provides an opportunity for the redeployee and the agency to find other suitable employment for the redeployee. Where other suitable employment is identified the redeployee will be transferred under section 35 or section 42 of the Act, noting that a transfer to a lower designation and salary requires the redeployee’s consent.

4.2. Monitoring vacancies

a) The case manager will ensure that all ongoing vacancies within the NTPS are monitored for redeployment purposes and that the redeployee is notified of, and is referred to or applies for vacancies (including, in appropriate circumstances, those at a lower designation) for which he or she may be suitable. Fixed-period vacancies must also be considered if there is a reasonable expectation that the vacancy will become ongoing, or could be used for training purposes. Where the redeployee fills a fixed-period vacancy, the case manager and redeployee must continue to monitor ongoing vacancies for other suitable employment. However, where the fixed-period vacancy is of 18 months duration or longer, subject to the home agency’s approval, the redeployee may elect to have his or her redeployee status removed and redeployment will cease.

b) Monitoring of vacancies for redeployees on leave is only required if the redeployee has asked to be notified of vacancies and has made appropriate arrangements.

c) Agencies must consider their own redeployees for ongoing or fixed period vacancies prior to undertaking recruitment action.

4.3. Training

a) Where prospects of finding other suitable employment would be enhanced through additional skills or exposure to new areas of work, a relevant training program over a reasonable period may be arranged in consultation with the redeployee. The training program will be arranged by the redeployee’s home agency, but does not have to be conducted within the home agency.

b) Training is generally undertaken through structured “on the job” learning. Where on the job training is not feasible, the agency may consider a formal course of study as a means of up skilling the redeployee, provided this option is reasonable in the circumstances.

4.4. Suitability assessment of redeployees

a) Processes for assessing the suitability of redeployees for a vacancy at level in redeployment situations are set out below. These processes do not apply where the redeployee applies for a promotion, in which case the redeployee’s suitability will be considered in accordance with the normal merit selection process.

b) The suitability of redeployees for a vacancy at level must be assessed having regard to section 5D(2) of the Act, which must be considered in the context of reasonable training possibilities. That is, agencies must consider whether the redeployee would be suitable for the vacancy with a reasonable period of training. Further, in accordance with Employment Instruction Number 1 (Filling Vacancies), when initiating a transfer to other suitable employment, the CEO must take into account the redeployee’s personal and family circumstances, and any relevant objections of the redeployee regarding the proposed transfer.

c) While suitability must be demonstrated, the merit principle does not apply and the redeployee is given preferential treatment over other applicants that may have applied for the vacancy (noting that where more than one redeployee is being considered for a vacancy, the merit principle will apply between them).

d) As part of any suitability assessment process, an agency may place the redeployee in a vacancy for a trial period of up to six months. The agency may transfer the redeployee to the vacancy on an ongoing basis at any time during the trial period if suitability is demonstrated. Alternatively, the trial period may be terminated at any time by mutual agreement (noting that if the agency conducting the
trial is not the redeployee's substantive agency, it should liaise with the substantive agency regarding the timing of the termination of the trial). If suitability is not demonstrated the redeployee will resume duty in his or her substantive agency. If the notice of redundancy provisions of the relevant enterprise agreement have already been invoked prior to the commencement of the trial, the period of notice to which a redeployee is entitled will be extended by the period of time during which the redeployee was engaged in the trial.

e) Where the redeployee is assessed as unsuitable for a vacancy the agency who conducted the assessment must: • prior to advising the redeployee or any other applicants of the selection process outcome, forward a copy of all assessment documentation to the Commissioner for review of the assessment process and outcome;

   • only proceed in finalising the selection process following receipt of the Commissioner’s review outcome; and

   • on finalisation of the selection process, provide the redeployee with a written explanation of why he or she is not considered suitable and invite the redeployee to meet with a member of the assessment panel to obtain feedback.

f) The Commissioner will review all selection reports and associated information received from agencies relating to the assessment of the redeployee as unsuitable for a vacancy, to ensure that he or she is satisfied with the process and outcome. In conducting the review the Commissioner may seek further information as necessary.

g) Following the review, the Commissioner will: • if satisfied with the process and outcome, advise the agency accordingly, so that the agency can finalise the selection process for the vacancy; or

   • if not satisfied with the process and outcome, issue such directions to the CEO as he or she considers appropriate to resolve the matter.

Note: In situations where two redeployees are being considered for a vacancy and one is considered suitable and the other unsuitable, the review process referred to above does not apply in relation to the redeployee assessed as unsuitable, however the redeployee retains his or her right of review as specified in clause 6 below.

4.5. CEO request that Commissioner exercise section 43 powers

a) If other suitable employment has not been identified after four months of unsuccessful attempts at redeployment (or sooner if a poor prognosis is apparent), the CEO may write to the Commissioner requesting that he or she exercise the Commissioner powers under section 43 of the Act. The CEO must advise the redeployee in writing of the request.

b) The Commissioner will review the request, and obtain any additional relevant information as necessary, and will then provide a direction to the CEO regarding appropriate action, which may include:

   • further attempts at redeployment (including training);

   • transfer of the redeployee to an identified position under section 35 of the Act; or

   • that the redeployee be terminated, with the termination effected by way of voluntary retrenchment, or where the redeployee declines an offer of voluntary retrenchment, the period of notice of redundancy expiring before other suitable employment is identified.

c) Prior to the Commissioner issuing a direction to the CEO, he or she will invite the redeployee to meet with a representative from OCPE to brief the redeployee on the matter and respond to any queries the redeployee may have.
d) Where a redeployee declines an offer of voluntary retrenchment, with the result that he or she is
given notice of redundancy, attempts at finding other suitable employment will continue during the
notice period.

5. Employee Representative

Redeployees may nominate a representative for advice, support, guidance or representation at any time
during the redeployment and redundancy process. The employee representative may be a union
organiser or delegate, or such other person chosen by the redeployee.

6. Right of Review

A redeployee has a right of review in respect of actions and decisions relating to the redeployment and
redundancy process under:

   a) his or her agency’s internal complaints procedures;
   
   b) section 59 of the Act; and
   
   c) the dispute settling clause of the relevant Agreement.

KEN SIMPSON

Commissioner for Public Employment 25 November 2013
APPENDIX F: Flow Chart Redeployment and Redundancy Provisions

Redeployment and Redundancy Provisions for Ongoing Employees – Flow Chart

**s41 Redeployment Process**
- Employee is notified under s41 of the PSEMA that he or she is potentially surplus to the requirements of the agency.
- An Agency case manager is allocated to discuss process. Employee is registered on OCPE work placement database. CPE and where requested Union notified.
- Employee and case manager to review all vacancies (refer to Redeployment Recruitment and Selection Flowchart).
- Employee is given preferential treatment for suitable vacancies (or suitable with training).
- If employee is successfully placed, s33 transfer. Income maintenance may be payable. If transferred to a lower level in accordance with s36(3) and the Agreement, OCPE notified and employee removed from redeployment database.

**s43 Voluntary Retrenchment**
- After 4 months, (or earlier if it is apparent that there is a poor prognosis or special circumstances exist) the CEO may request the CPE to exercise his powers under s43.
- The Commissioner may direct:
  - CEO to continue with redeployment and training or transfer the employee.
  - CEO to terminate the employment.

**s43 Notice of Redundancy**
- Where employee is unable to be placed in other suitable employment or retained, the CPE may invite the employee to volunteer retrenchment.
- All parties must agree to the selection of voluntary retrenchment.
- Employee refuses offer of voluntary retrenchment and CPE refuses employee request for VR.
- Voluntary retrenchment entitled as per relevant Enterprise Agreement.
- Employee is removed from the OCPE database and is not eligible for employment in the NTPS for 2 years.

**Notice of Transfer or Termination of Employment**
- If formal notice has expired (26 or 52 weeks) the employee cannot be placed in other suitable employment and the training for alternative employment cannot be arranged. Transfer to a lower salary or termination of employment is involved. Income maintenance provisions and s36(3) apply.
- Employee given 4-6 weeks’ notice (5 weeks if over 45 years) that he/she will be transferred to a lower salary or employment will be terminated.
- Termination of employment or transfer.
- Notification to Controller where there is a termination of 15 or more employees (in conjunction with OCPE).

Disputes/Grievances

Throughout the redeployment process employees aggrieved by their treatment or with the selection process, retain their normal rights of review:
- Internal Agency complaints/grievance policy and procedures review or advice and assistance about a redeployment selection through the OCPE Redeployment Unit, or the dispute settling procedures of the relevant Enterprise Agreement or Section 52 of the PSEMA (Grievances).

This document is to be read in conjunction with Employment Instruction 14 - Redeployment and Redundancy Procedures and the redeployment and redundancy provisions in relevant Enterprise Agreements and PSEMA.
Redeployment and Redundancy Provisions for Ongoing Employees

Recruitment and Selection Process - Flow Chart

Pre-advertising process:

1. Determine whether a vacancy exists (ongoing or fixed period) and in what agency recruitment process.
2. Vacancies are placed on OCPE Work Placement database for min 1 week, including Expressions of interest. Examination requests to "Redeployment OCPE" email.
3. Case Manager and redeployees can search the database for suitable vacancies.
4. *Redeployees* apply or request referral to suitable vacancies.
   - Manager assess redeployee's experience, skills and qualifications, potential for future development in the NTPS, and capability to perform the duties with a reasonable period of training.
   - Merit selection to apply where more than one redeployee is referred to the same vacancy; however, consideration is still given to whether redeployee could perform the duties with a reasonable period of training.

Post-advertising process:

1. If redeployee(s) do not apply or request referral to the vacancy:
   - *Redeployee(s)* are deemed not suitable for the vacancy, the selection report and related material will be sent to the RU for review.
   - The RU will direct the agency to take appropriate action to reconsider the selection, to transfer a redeployee to the vacancy, or to proceed with advertising.

Normal merit selection process to apply as per agency requirements.

Vacancy is advertised on the NT Jobs website and any other nominated advertising mediums.

*Note: Placement of a redeployee in a fixed period vacancy must be considered if there is a reasonable expectation that the vacancy shall become permanent or could be used for retraining purposes. The redeployee is still required to seek suitable or ongoing employment and they retain their existing rights of review in relation to a selection process.*