

QUEENSLAND
ANGLICAN
SCHOOLS



ADMINISTRATIVE GUIDELINES FOR OUT-SOURCING

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Administrative Guidelines

Administrative Guidelines are a system of principles and procedures designed to assist Anglican Schools in implementing effective administrative measures and complying with legal obligations. This system of procedures guides Schools in complying with the various obligations placed upon them. These Guidelines deal with the practical aspects of legal compliance and effective administrative systems. Administrative Guidelines will be developed by the Schools in consultation with the Anglican Schools Office and relevant stakeholders (for example Church leaders, agency representatives, Government representatives, unions, etc.). The Guidelines are subject to final endorsement by each School's Governing Body, and in the case of Diocesan owned Schools, a designated higher authority, where required by Canon Law (for example the Diocesan Property and Finance Board, Archbishop-in - Council).

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QUEENSLAND ANGLICAN SCHOOLS ADMINISTRATIVE GUIDELINES

TITLE	OUT-SOURCING
PURPOSE	To specify the legal requirements of out-sourcing and to outline the process that should be followed to satisfy these requirements.
LEGAL FRAMEWORK	Termination, Change and Redundancy - Statement of Policy (1987) 30 QGIG 1119 (“TCR decision”) for non-teaching staff; State Awards that cover Anglican Schools employees; Anglican Schools Enterprise Bargaining Certified Agreement 2004 (“the Agreement”).
EFFECTIVE DATE	1 January 2004

1. APPLICATION

This policy applies to all non teaching employees who are covered by the Agreement.

2. PROCEDURE

- 2.1 The decision to out-source a particular role or function is a discretionary matter for School management. However, such discretion should only be exercised where there are genuine operational requirements or financial reasons motivating the decision to out-source.
- 2.2 If a School is considering contracting out the School must genuinely consult with the employees likely to be effected and their relevant union prior to any decisions being made. Such consultation should highlight the reasons for such consideration and whether employees and/or their relevant unions have any suggestions or measures which may avoid contracting out. Any matters raised by employees or the relevant union must be considered prior to a final decision being made.

Clause 5.20 of the Agreement reads as follows:

“5.20 Out-sourcing

- 5.20.1 *Where an employer is considering contracting out work currently being done by School employees, the employer shall genuinely consult with employees and their relevant union(s) with a view to reaching agreement on measures to avoid such contracting out. Such measures may include varying the existing terms and conditions of employment for those employees concerned.*



5.20.2 *Such variation to this existing agreement will be pursuant to the Industrial Relations Act 1999.*

5.20.3 *In the event of outsourcing, the following shall apply: existing employees shall be offered suitable continuing employment with a transfer of all accrued entitlements to the successful contractor provided that it is practicable to do so."*

2.3 If existing employees' positions are out-sourced, redundancies will occur. In this situation, the School is obliged to enter into discussions with the affected employees focussing on measures to avert or mitigate the adverse effects of the redundancy. These discussions should address:

- The nature of the out-sourcing;
- The reasons for the School's desire to out-source the particular function;
- The effect of the out-sourcing on existing employees' positions;
- The measures which the School is proposing to minimise the adverse effects on the employees; and
- The options that are available to the employees.

Again the relevant union(s) must be consulted regarding these measures

2.4 Options that may be offered to the employees could include alternative employment within the School, alternative employment with the employer who has taken over the out-sourced role or acceptance of a redundancy. In determining the extent of these options the School ought to consider the following:

2.4.1 Acceptance of alternative employment

In this situation, it is important that the employees be informed in writing that their position with the School has been terminated and that a redundancy package will not be available if the employee is successful in gaining a position within the School or with the outsourced employer.

2.4.2 Redundancy

If the School is unable to obtain acceptable alternative employment for the employees, the employees ought to be given an offer of redundancy. In formulating the extent of this offer consideration ought to be given to the following:

- Severance payments in accordance with the TCR decision;
- Notice of termination of employment and whether a payment in lieu of notice is necessary;
- Payment of pro-rata long service leave; and
- Provision of assistance to the employees in securing alternative employment, eg. formal outplacement, provision of favourable



references, provision of training, paid time off to attend job interviews and recommendations to other employers.

- 2.5 Employees must be given reasonable time to consider their options. Prior to employees being required to indicate their acceptance or otherwise of the options, they must be given the opportunity to clarify any issues or raise any matters that may not have been considered by the School.
- 2.6 The discussions outlined above and the options available to the employees including details of all covered entitlements and termination payments should be confirmed in writing requesting their response by a specific date.
- 2.7 Once the employees make a decision as to which option they wish to pursue their decision should be confirmed in writing. If they have decided to accept redundancy then the letter from the School shall confirm the details of all accrued entitlements and termination payments, copies of references and details of any other benefits available to the employees.

3 ENTITLEMENTS

- 3.1 If the decision to out-source results in the termination of employment of existing employees, the provisions of the TCR decision will apply.
- 3.2 The TCR decision sets the following standard for severance payments, based on years of service with the School.

1 year or less	Nil
1 year and up to the completion of 2 years	4 weeks pay
2 years up to the completion of 3 years	6 weeks pay
3 years and up to the completion of 4 years	7 weeks pay
4 years and up to the completion of 5 years	8 weeks pay
5 years and up to the completion of 6 years	9 weeks pay
6 years and up to the completion of 7 years	10 weeks pay
7 years and up to the completion of 8 years	11 weeks pay
8 years and up to the completion of 9 years	12 weeks pay
9 years and up to the completion of 10 years	13 weeks pay
10 years and up to the completion of 11 years	14 weeks pay
11 years and up to the completion of 12 years	15 weeks pay
12 years and over	16 weeks pay

- 3.3 The TCR Decision allows an employer in a particular case to apply to have the severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.
- 3.4 The offer of acceptable alternative employment does not have to be with the School. If the School out-sources a particular function to another employer and that employer agrees to offer a redundant employee a position substantially



similar to his/her position at the School, the School may not be required to pay severance to that employee.

- 3.5 The severance amounts above are in addition to the notice of termination required by the Act. The following notice must be given to employees on termination.

Up to the completion of 3 years	2 weeks pay
3 years and up to the completion of 4 years	3 weeks pay
5 years and over	4 weeks pay.

These amounts must be increased by 1 week if the employee is over 45 years of age and has at least 2 years of continuous service.

