

### PART ONE – GENERAL AND INTRODUCTION

#### 1. INTRODUCTION AND APPLICATION OF THE PROCEDURE

- 1.1 The University recognises that staff are a valuable resource. The University will therefore endeavour to seek to safeguard the current and future employment of members of staff, as far as reasonably practicable and in a way that is consistent with the University's aim to maintain and enhance the efficiency, with which its core purposes are carried out. While it is the policy of the University to avoid compulsory termination of employment on the grounds of redundancy wherever reasonably practicable, it is possible that circumstances may make that unavoidable from time to time.
- 1.2 The purpose of this Procedure is to set down the processes to be followed in potential redundancy situations, so that the University's interests are protected and members of staff at risk are treated fairly and consistently. This Procedure seeks to ensure that all potential redundancy situations are handled in a fair, consistent, and sympathetic manner, and to minimise any hardship, as far as reasonably practicable, that may be suffered by the members of staff concerned.
- 1.3 In all potential redundancy situations, the University will have due regard to its equality duties.
- 1.4 Subject to paragraph 1.5 this Procedure shall apply to all staff including Associate Tutors and other staff contracted on a variable hours basis, but excluding casual staff, and references to "member of staff" or "staff" shall be interpreted accordingly.
- 1.5 This Procedure shall not apply to any member of academic staff who was appointed prior to, and not promoted on, or after, 20 November 1987. For the purposes of this paragraph, a reference to "appointment" or "promotion" shall be construed in accordance with sub-sections (3) to (6) of section 204 of the Education Reform Act 1988.
- 1.6 This Procedure shall apply to the potential redundancy of members of staff employed on fixed term contracts, as well as to members of staff employed on indefinite contracts. However, the University has standing arrangements (reflected in this Procedure), for consultation with trade union representatives on certain types of proposed redundancies, which include the proposed, or anticipated, redundancy of staff on fixed term contracts, or those whose employment is supported by specific external funding.
- 1.7 Redundancy situations may arise in a number of contexts. This Procedure distinguishes between redundancies arising in the context of a Proposal for Organisational Change, and those arising in other situations, recognising that in the context of a Proposal for Organisational Change, specific measures may be appropriate to mitigate the impact of the proposed redundancies of the affected staff. This Procedure also requires that in the case of a Proposal for Organisational Change, authority will be sought from Council, to implement the appropriate stages of the procedure, that would normally follow collective consultation with trade union representatives.<sup>1</sup>

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<sup>1</sup> Please refer to paragraph 7.3

- 1.8 For the purposes of this procedure, a Proposal for Organisational Change is a proposal made by the Vice-Chancellor's University Executive for:
- 1.8.1 a significant restructuring of the University, or any of its Schools, or Professional Services Divisions;
  - 1.8.2 the closure of a Department within a School; or
  - 1.8.3 the closure of a Professional Services Division, or Unit, within a Professional Services division.
- 1.9 Redundancy situations will not always include the application of selection criteria to a group of staff, to determine which members of staff in the affected group should be dismissed on the grounds of redundancy, and which shall be retained. In some cases, the redundancy proposal may affect a single member of staff, or may consist of a proposal to dismiss all staff, or to whom a specific circumstance giving rise to the redundancy situation, applies.
- 1.10 The steps required under this Procedure will vary, depending on whether or not there is a Proposal for Organisational Change, and whether or not selection for dismissal on the grounds of redundancy by the application of selection criteria, is required.
- 1.11 The University will meet on a regular basis, which shall normally be twice yearly, with the recognised trades unions, to discuss financial and other relevant business information, outside of the scope of this Procedure; for the avoidance of doubt, such meetings will not include discussions on potential, or actual redundancies, and will not therefore form part of collective, or individual consultation. (Also see the respective Procedure Agreements between the University and the trades unions).

## **2. DEFINITION OF REDUNDANCY AND POTENTIAL CONSEQUENCES FOR EMPLOYMENT**

- 2.1 For the purposes of this Procedure, a potential redundancy situation exists where:
- 2.1.1 the University has ceased, or intends to cease, any activity for which a member. or members of staff is/are employed, or ceases, or intends to cease to carry out, such activity at any particular place; or
  - 2.1.2 the University's requirement/s for members of staff to carry out work of a particular kind, or for members of staff to carry out work of a particular kind in any particular place, has/have ceased, or diminished, or is/are expected to cease or diminish.
- 2.2 Where a potential redundancy situation exists, the potential consequences for members of staff affected by the redundancy situation may be:
- 2.2.1 the termination of their employment with the University;
  - 2.2.2 the termination of their current contract of employment and redeployment to other roles within the University;
  - 2.2.3 the termination of their current contract of employment and redeployment to new roles created in the context of a Proposal for Organisational Change.

### **3. REDEPLOYMENT PROCEDURE**

- 3.1 The University recognises that the redeployment of staff at risk of dismissal on the grounds of redundancy into suitable alternative posts, is a way in which compulsory redundancies can be avoided or reduced.
- 3.2 Where a member of staff has been selected or identified for dismissal on the grounds of redundancy under this Procedure, and where the member of staff will have been employed by the University for one or more years by the proposed dismissal date, the University shall, either prior to the issuing of notice of dismissal, or during the member of staff's notice period, explore the possibility of redeploying the member of staff to suitable alternative employment within the University. The Redeployment Procedure set out at Appendix 1 to this Procedure sets out the detailed arrangements that will apply in relation to seeking and effecting redeployment.

### **4. MAINTENANCE OF EMPLOYMENT POLICY**

- 4.1 In the case of a Proposal for Organisational Change, alternatives to compulsory termination of employment on the grounds of redundancy may include measures such as voluntary severance, early retirement, part-time working, or transfer to other work in the University. In this respect, this Procedure should be read in conjunction with the University's Maintenance of Employment Policy- which is attached as Appendix 2 to this Procedure- and which will apply in cases of a Proposal for Organisational Change, including, for the avoidance of doubt, to staff on fixed-term contracts whose posts are at risk of redundancy, as part of a Proposal for Organisational Change.

### **5. RIGHT TO BE ACCOMPANIED**

- 5.1 Members of staff may be accompanied at formal meetings or hearings, under this Procedure, by a colleague employed by the University or a trade union representative. The companion will be able to confer with the member of staff during the meeting or hearing, and will be allowed to address the meeting or hearing in order to put forward, and sum up, the member of staff's case, respond on the member of staff's behalf to any view expressed at the hearing, and ask questions of clarification. The companion will not be able to answer questions on the member of staff's behalf.
- 5.2 Should the chosen companion be unavailable to attend the meeting or hearing on the first notified date, the member of staff shall, as soon as reasonably practicable, request a postponement by proposing an alternative date and time, which should be within five days of the date originally notified. Where this is not reasonably practicable, the member of staff shall choose an alternative colleague employed by the University or a trade union representative, to accompany him/her to the meeting or hearing.
- 5.3 The member of staff and companion shall make every effort to attend meetings or hearings under this Procedure. It is the member of staff's responsibility to notify his/her chosen companion of the details of the meeting or hearing, including the date, time and location of the meetings, as well any relevant documentation relating to his/her case.
- 5.4 If a member of staff or his/her companion becomes unable to attend any meeting or hearing for reasons that were unforeseeable at the time of arranging the meeting, the member of staff will be notified of a new date, time, and location for the meeting. If a member of staff or his/her companion fails to attend a meeting or hearing without good reason, the

University reserves the right to proceed with the meeting or hearing, in the absence of the member of staff or his/her companion.

- 5.5 If a member of staff is disabled, it may be appropriate to allow him/her to be accompanied by a suitable lay person because of his/her impairment, in addition to any chosen companion.
- 5.6 If a member of staff's first language is not English, it may be appropriate to allow him/her to be accompanied by a suitable lay person who can provide support with communication in English, in addition to any chosen companion.

## **PART TWO: CONSULTATION STAGES**

### **6. Consultation Under Standing Arrangements**

6.1 Paragraphs 6.2 to 6.6 set out the process of consultation with recognised trade unions, understanding arrangements in relation to proposed or anticipated dismissals which may arise:

- 6.1.1 as a result of the expiry, or potential expiry, of specific external funding which supports the continued employment of the member of staff in question (whether they are employed on a fixed term or indefinite contract basis);
- 6.1.2 otherwise on the expiry, or potential expiry, of fixed term contracts without renewal;

where these do not arise from a Proposal for Organisational Change.

6.2 The University will provide the trade union with information regarding the proposed or potential dismissals under this section as follows:

- 6.2.1 on or before 31 May (or on or before 31 March where there are 100 or more proposed dismissals), the University will provide information regarding proposed or potential dismissals, under this section in the period 1 July to 30 September;
- 6.2.2 on or before 31 August (or on or before 30 June where there are 100 or more proposed dismissals), the University will provide information regarding proposed or potential dismissals, under this section in the period 1 October to 31 December;
- 6.2.3 on or before 30 November (or on or before 30 September where there are 100 or more proposed dismissals), the University will provide information regarding proposed or potential dismissals, under this section in the period 1 January to 31 March
- 6.2.4 on or before 28/29 February (or on or before 31 December where there are 100 or more proposed dismissals), the University will provide information regarding proposed or potential dismissals, under this section in the period 1 April to 30 June.

6.3 The information to be provided by the University will include:

- 6.3.1 the reasons for the proposed or potential dismissals;

- 6.3.2 the categories or descriptions of staff at risk of dismissal, and the numbers of dismissals proposed, in relation to each such category or description;
  - 6.3.3 the total numbers of staff of each such category or description;
  - 6.3.4 the proposed method of selecting the employees who may be dismissed, including whether or not it is proposed to use selection criteria to determine which staff are to be dismissed;
  - 6.3.5 the proposed method of carrying out the dismissals;
  - 6.3.6 the proposed timescale over which it is proposed that the dismissals would take effect;
  - 6.3.7 the proposed method of calculating the amount of any redundancy payments due to employees who may be dismissed.<sup>2</sup>
  - 6.3.8 the number of agency workers working temporarily for, and under the supervision and direction, of the University;
  - 6.3.9 the parts of the University in which those agency workers are working; and
  - 6.3.10 the type of work those agency workers are carrying out.
- 6.4 It is recognised by the trade unions, that information and consultation under this section, may begin at a time, when the availability of alternative funding to continue the employment of affected staff is not yet established, and that the number of proposed or potential dismissals notified is likely to reduce during consultation, as alternative external funding is identified. The University will provide updated information during, and at the end of, the consultation process, on the number of proposed redundancies that have been avoided (e.g. through re-deployment or alternative funding being secured).
- 6.5 The University will meet with the trade unions, normally every three months, for the purpose of meaningful consultation, in respect of proposed or potential dismissals notified under this section, to discuss ways of avoiding or reducing, the number of proposed or potential dismissals, and mitigating their impact, and where applicable to update the trade unions on the success or otherwise, in identifying alternative funding to support continued employment for the staff in question. Consultation shall be with a view to reaching agreement with the appropriate trade union representatives, and with due regard to the University's obligations under S188 TULRCA1992.
- 6.6 In parallel with consultation with trade union representatives, the affected member or members of staff, will be notified of the potential redundancy situation, that his/her/their continued employment is being considered under this Procedure and that he/she/they is/are at risk of dismissal on the grounds of redundancy. Affected members of staff shall be informed of the progress and outcome of consultation with trade union representatives.

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<sup>2</sup> It is the University's normal practice to make a statutory redundancy payment in the case of compulsory redundancy. However, where a member of staff to whom section 6 applies and whose employment is to terminate by reason of redundancy has: (i) 5 years' continuous service with the University; and (ii) has been employed on two or more successive fixed-term contracts for a continuous period of 5 years, s/he will have access to the voluntary severance terms that would be applicable to staff who were redundant as a result of a proposal for Organisational Change being implemented.

## **7. Consultation in Other Cases including in a Proposal for Organisational Change**

- 7.1 This section applies to proposed redundancies other than those in respect of which, collective consultation has, or will be, carried out under the Standing Arrangements identified in section 6 above.
- 7.2 Where the University proposes to make redundancies under this section, and (subject to paragraph 7.4) the number of such proposed redundancies, together with any proposed under section 6, which would take place within a 90-day period, is fewer than 20, the procedure in paragraphs 7.9 to 7.11 will apply and the University will also inform the relevant trade union representatives of the potential redundancy situation, providing the information in paragraph 7.5 below. Thereafter, the University will respond to any representations made by the relevant trade union representatives in the individual representation of their members.
- 7.3 Where the University proposes to make redundancies under this section, and (subject to paragraph 7.4) the number of such proposed redundancies, together with any proposal under section 6, which would take effect within a 90-day period is 20 or more, the procedure in paragraphs 7.5 to 7.11 will apply.
- 7.4 In determining for the purposes of paragraphs 7.2 and 7.3, the number of proposed redundancies which would take effect within a 90 day period under this section and section 6, no account shall be taken of:
- 7.4.1 the proposed dismissal of a member of staff employed on a fixed term contract of less than 3 months' duration who would, on the expiry of such a contract, have less than 3 months' continuous service; and
  - 7.4.2 any proposed redundancies under either section 6, or section 7, of this procedure, which are already the subject of collective consultation with any recognised trade union.
- 7.5 The University shall notify the relevant trade union representatives of the affected members of staff of:
- 7.5.1 the total number of redundancies proposed and whether they arise from a Proposal for Organisational Change made by the Vice-Chancellor's University Executive ;
  - 7.5.2 the School/s, Department/s, Division/s, Centre/s or other Unit/s, within which, it is proposed that the dismissals would take place ("the affected units");
  - 7.5.3 the reason for the proposed redundancies;
  - 7.5.4 the categories or descriptions of staff at risk of dismissal for redundancy in the affected unit or units, and the numbers of dismissals proposed, in relation to each such category or description;
  - 7.5.5 the total numbers of staff employed in the affected unit of each such category or description;

- 7.5.6 the proposed method of selecting the employees who may be dismissed, including whether or not it is proposed to use selection criteria to determine which staff are to be dismissed on the grounds of redundancy, and if so, such details of the proposed selection criteria as are available at that time;
  - 7.5.7 the proposed method of carrying out the dismissals;
  - 7.5.8 the proposed timescale over which it is proposed that the redundancies would take effect;
  - 7.5.9 the proposed method of calculating the amount of any redundancy payments to be made. to employees who may be dismissed;
  - 7.5.10 the number of agency workers working temporarily for. and under. the supervision and direction of the University;
  - 7.5.11 the parts of the University in which those agency workers are working; and
  - 7.5.12 the type of work those agency workers are carrying out.
- 7.6 The University shall consult meaningfully with the trade union representatives of the affected members of staff concerned. with a view to identifying means of avoiding the potential redundancies, reducing their number. or mitigating the impact of the redundancies. on the affected employees. Such consultation shall include the provision of relevant information by the University, e.g. the financial impact of the proposed redundancies, the potential impact on remaining posts, and numerical outcomes to redundancy avoidance and mitigation measures, e.g. numbers of staff successfully redeployed. Consultation on behalf of the University shall be undertaken by a person or persons nominated by the Vice-Chancellor's University Executive for the purpose (the "designated person or persons"). Such consultation will be undertaken with a view to reaching agreement and with due regard to the University's obligations under s188 TULRCA 1992.
- 7.7 The University may temporarily increase the facility time given to recognised trade union representatives. in order to facilitate the collective consultation process under s188 TULRCA 1992.
- 7.8 It shall be for the designated person to determine when consultation with trade union representatives and affected members of staff has been undertaken to his/her satisfaction. in respect of the proposed redundancies.
- 7.9 In parallel with consultation with trade union representatives (where applicable) the affected member, or members of staff, will be notified of the potential redundancy situation, that his/her/their continued employment is being considered under this Procedure and that he/she/they is/are at risk of dismissal on the grounds of redundancy. Affected members of staff shall be informed of the progress and outcome of consultation with trade union representatives (where applicable). In addition, the designated person. or his/her delegate. shall consult with the affected member or members of staff. on the potential redundancy situation. The member or members of staff affected. shall be invited to a meeting at which they can make oral or written representations. at which the reasons for the proposed redundancies can be further explained and the affected members of staff can make oral or written representations and discuss alternatives to the proposed redundancy or

redundancies. The member or members of staff, will be advised of their right to be accompanied at such meeting, under paragraphs 5.1 to 5.4 above.

7.10 A further meeting or meetings, (as appropriate), shall be arranged to discuss the representations made by the member or members of staff, and to respond to them, and to discuss further, as considered appropriate, any alternatives to the proposed redundancy or redundancies.

7.11 This consultation may be undertaken by meetings with affected members of staff (individually or as a group) and/or by allowing the affected member or members of staff, to make representations in writing to the designated person.

### **PART THREE – FURTHER STEPS IN THE CASE OF A PROPOSAL FOR ORGANISATIONAL CHANGE**

#### **8. Prior Authorisation from Council**

8.1 This section only applies in relation to redundancies which arise from a Proposal for Organisational Change.

8.2 In the case of potential redundancy situations arising from a Proposal for Organisational Change, the steps detailed in Part Four below, shall not be taken without prior authorisation from Council.

8.3 Any request to Council under paragraph 8.2 will include the following information:

8.3.1 the total number of redundancies proposed;

8.3.2 the School/s, Department/s, Division/s, Centre/s or other Unit/s within which, it is proposed that the dismissals would take place ("the affected units");

8.3.3 the reason for the proposed redundancies;

8.3.4 the categories or descriptions of staff at risk of dismissal for redundancy in the affected unit or units, and the numbers of dismissals proposed, in relation to each such category or description;

8.3.5 the total numbers of staff employed in the affected unit of each such category or description;

8.3.6 whether or not it is proposed to apply selection criteria to identify which members of staff should be dismissed on the grounds of redundancy, and if so, such details of the proposed selection criteria as are available at that time;

8.3.7 the proposed timescale over which it is proposed that the redundancies would take place;

8.3.8 A summary of the steps which have been taken, to discharge the obligation to consult appropriate representatives of the affected members of staff, and/or the affected staff individually, and the outcome of those consultations, including whether or not agreement has been reached with the appropriate representatives where applicable, on ways and means of avoiding the dismissals, or reducing their numbers, or mitigating the effect of the dismissals.

## **9. Other Steps**

- 9.1 Council will be asked by the Vice-Chancellor's University Executive to consider approving a voluntary severance and early retirement scheme, in line with the Maintenance of Employment Policy. Where it is proposed that such scheme differs from that agreed by Council in March 2010, the University will consult with the recognised trades unions on the terms of the scheme.
- 9.2 The Vice-Chancellor's Executive Team will consider the establishment of enhanced redeployment measures, in line with the Maintenance of Employment Policy and the Redeployment Procedure.
- 9.3 The University will consider the provision of appropriate outplacement support for affected staff.

## **PART FOUR: FURTHER STAGES**

### **10. Application of this Section**

- 10.1 Where, following consultation with the trade union representatives of the affected members of staff, or individual consultation with the affected member or members of staff (as applicable), and (where relevant), authorisation from Council, the procedure in paragraphs 11.1 to 11.4 shall apply to cases not involving the application or selection criteria, and paragraphs 12.1 to 12.8 shall apply to cases which do involve the application of selection criteria.

### **11. Individual consultation in cases not involving the application of selection criteria**

- 11.1 Each affected member of staff will be invited to an individual meeting at which the reasons for the proposed redundancy/ies will be further explained, and the affected member of staff can make oral or written representations, and discuss alternatives to his/her proposed dismissal on the grounds of redundancy. The member of staff will be advised of his/her right to be accompanied at such meeting, under paragraphs 5.1 to 5.4 above.
- 11.2 A further individual meeting shall be arranged to discuss the representations made by the member of staff, and respond to them, and to further consider alternatives to the proposed redundancy. The member of staff will be advised of his/her right to be accompanied at such further meeting, under paragraphs 5.1 to 5.4 above.
- 11.3 Following consideration of the representations made by the member of staff, each affected member of staff will be informed separately in writing, whether it has been decided to terminate his/her employment on the grounds of redundancy. The member of staff may be given notice of dismissal on the ground of redundancy, or advised of a period of time within which the availability of alternative employment for the member of staff or other measures to avoid compulsory termination of employment on the grounds of redundancy, shall be considered (or, as the case may be, continue to be considered) before notice of dismissal is served. The member of staff will be informed of any redundancy payments that will be made, in the event that alternatives to termination of the member of staff's employment cannot be found.

- 11.4 Where notice of dismissal is given, the member of staff will be advised of his/her right of appeal against dismissal and the applicable time limits for the making of such an appeal.
- 12. Individual consultation in cases including the application of selection criteria**
- 12.1 The member or members of staff at risk of dismissal shall be notified in writing:
- 12.1.1 that he or she remains potentially at risk of dismissal by reason of redundancy, and shall be consulted individually on the application of the selection criteria, before any decision to dismiss him/her by reason of redundancy is taken;
  - 12.1.2 of the number of redundancies to be effected;
  - 12.1.3 of the relevant group of affected staff from which redundancies will be effected, by the application of selection criteria;
  - 12.1.4 of the total number of staff employed in that group of affected staff;
  - 12.1.5 of the total number of staff to be dismissed from that group by reason of redundancy;
  - 12.1.6 of the selection criteria to be used to determine which members of staff within the affected group are to be dismissed by reason of redundancy;
  - 12.1.7 of the person or persons (to be nominated by a PVC or the Chief Operating Officer), who will assess the staff within the affected group against the selection criteria;
  - 12.1.8 when the assessment of affected staff against that criteria will take place;
  - 12.1.9 of the proposed arrangements for consulting individual members of staff within the affected group, in respect of the application of the selection criteria to them;
  - 12.1.10 of the way in which voluntary severance payments and/or statutory redundancy payments are to be calculated.
- 12.2 The affected staff shall be given a period of time, within which, to make representations about the selection criteria (unless these have been the subject of collective consultation with the relevant trade union), and to provide any information to be taken into account, when the selection criteria is applied to him/her.
- 12.3 The assessment of affected staff against the selection criteria shall normally be carried out by more than one person nominated by a Pro-Vice-Chancellor or the Chief Operating Officer.
- 12.4 After all members of staff within the relevant group of affected staff have been assessed against the selection criteria:
- 12.4.1 those staff provisionally selected for redundancy will be notified of that fact in writing, and invited to a meeting with at least one person who carried out the assessment, at which they will be provided with written details of their assessment against the selection criteria. The member of staff will have the right to be accompanied, under paragraphs 5.1 to 5.4 above.

- 12.4.2 those members of staff within the relevant group of affected staff not provisionally selected for redundancy, shall be advised in writing that, although not provisionally selected at this stage, that position could change as a result of meetings with, or appeals by, provisionally selected members of staff, in which case they shall have the same rights to consultation and appeal, as those provisionally selected under paragraph 12.4.1 above.
- 12.5 At the meeting referred to in paragraph 12.4.1, the application of the selection criteria to that member of staff shall be explained and a written copy of the assessment of the member of staff against the selection criteria will be provided.
- 12.6 The member of staff will be invited in writing, to attend a further meeting, at which he or she may make representations about his/her assessment against the selection criteria, and allow those who carried out the assessment of that member of staff to respond. The member of staff will have the right to be accompanied, under paragraphs 5.1 to 5.4 above.
- 12.7 The member of staff shall be informed in writing, of any changes to his/her assessment against the selection criteria, made as a result of the representations referred to in the meeting under paragraph 12.4.1 and 12.6 above, or (as the case may be), that the assessment is unchanged.
- 12.8 Following the meetings referred to in paragraphs 12.4.1 and 12.6, and having taken account of any representations made by the individual member of staff, each member of staff selected for dismissal by reason of redundancy, shall be notified of that fact in writing. The letter may either give notice of dismissal, or specify a period of time within which the availability of alternative employment for the member of staff shall be considered (or, as the case maybe, continue to be considered), before notice of dismissal is served. Where notice of dismissal is given, the member of staff shall be given details of his/her entitlement to a redundancy payment, and advised of his/her entitlement to appeal against dismissal, and the applicable time limits for the making of such an appeal.
- 12.9 Where a member of staff's post has been confirmed as redundant, he/she will be entitled to a reasonable amount of paid time off work to attend job interviews.

### **13. Appeals**

- 13.1 A member of staff who wishes to appeal against a decision to dismiss taken under paragraph 11.3 or 12.8 above, should do so in writing to the Director of Human Resources within 10 working days of receipt of the decision. The member of staff should set out the grounds of his/her appeal in full.
- 13.2 The person whose decision is being appealed shall be asked to provide written comments on the grounds of appeal. A copy of these written comments will be provided to the member of staff, in advance of the appeal hearing.
- 13.3 In the case of appeals against dismissal, the appeals will be heard by a Redundancy Appeal Panel appointed by the Vice-Chancellor (or nominee), and consisting of two independent senior managers (one of whom shall be the Chair), and an independent employment solicitor appointed by the University (who shall not be employed by the University nor act for the University other than in their capacity as a member of a panel for appeals against dismissal). In the case of the independent peer (from the staff), independent shall have the meaning of not having had prior involvement in the case. In the case of the independent person external to the University, independent shall have the meaning of having no involvement with the

University which might be prejudicial to impartial judgement (and for the avoidance of doubt, any payment by the University to such external person in respect of their time incurred in respect of the appeal shall not be deemed to prejudice their impartial judgement). In the case of the appeal of an academic member of staff, one of the two senior managers shall be a Head of School from another School or other academic peer. The panel will be supported by a Human Resources representative.

- 13.4 No later than 10 working days before the Appeal Hearing the member of staff shall be notified of:
  - 13.4.1 the date, time, and place, of the Appeal Hearing;
  - 13.4.2 his/her right to be accompanied at the Appeal Hearing, under paragraph 5.1 to 5.4 above; and
  - 13.4.3 so far as they are known at the time, the names of the person(s) to be present at the Appeal Hearing.
- 13.5 At the Appeal Hearing, the member of staff shall present his/her grounds of appeal and the person who made the decision appealed against, shall respond. Members of the Appeal Panel may question anyone present at any stage. After each side's case has been presented, the Appeal Chair will ask the member of staff and then the person who made the decision appealed against, to sum up. The Hearing will then be adjourned while the facts of the case, and the representations made, are considered, and a decision is reached.
- 13.6 The Appeal Chair shall produce a written decision, normally within 10 working days of the Appeal Hearing, which will be sent to the member of staff and his/her representative.

## **Appendix 1– The Redeployment Procedure**

### **REDEPLOYMENT PROCEDURE PART ONE - GENERAL & INTRODUCTION**

#### **1. Introduction**

1.1. The University recognises that staff are a valuable resource. The University will therefore endeavour to seek to safeguard the employment of members of staff as far as reasonably practicable, and in a way that is consistent with the University's aim to maintain and enhance the efficiency, with which its core purposes are carried out. A way in which the University aims to protect the security of employment for its staff is by implementing a clear and fair redeployment procedure. The effectiveness of the procedure is dependent upon the full co-operation of all members of staff involved in the process. The purpose of this Procedure is as follows;

- 1.1.1. To retain valuable skills and knowledge within the University;
- 1.1.2. To ensure a fair and consistent approach is adopted in the management of redeployment;
- 1.1.3. To provide effective support for members of staff using this Procedure, including reasonable training where appropriate;
- 1.1.4. To ensure the University meets its legal obligations.

#### **2. Application of the procedure**

2.1. Subject to paragraph 2.2, this Procedure shall apply to all staff that (with the exception of those who are seeking redeployment for medical reasons or due to disability), have completed one year's service with the University. This will include Associate Tutors and other staff contracted to work on a variable hours basis, but exclude casual staff, and references to "members of staff" or "staff" shall be interpreted accordingly. This Procedure will apply in the following circumstances:

- 2.1.1. For the purposes of avoiding redundancy (whether the member of staff is employed on an indefinite or fixed-term basis);
- 2.1.2. Where a fixed term contract is due to expire for some other substantial reason;
- 2.1.3. Where a member of staff is medically unfit to continue in their current role and all reasonable adjustments to the current role have been exhausted;
- 2.1.4. For reasons of capability, in circumstances other than ill health;
- 2.1.5. On an exceptional basis, and with approval from the Director of Human Resources or his/her nominee, another substantial reason that puts a member of staff's employment at risk (e.g. where an employment relationship in a particular unit has irretrievably broken down).

2.2. This Procedure will not apply in the following circumstances:

- 2.2.1. Where a member of staff's employment has already ended;
- 2.2.2. Where a member of staff wishes to seek a new job, and change of career, and their employment at the University is not at risk;
- 2.2.3. Where a member of staff's probationary period has not been confirmed at the end of the probationary period.

### **3. Suitable Alternative Employment**

- 3.1. For a redeployment opportunity to be considered suitable alternative employment, a member of staff must either meet the essential criteria for the job, or be able to do so with a reasonable amount of training. It is for the recruiting manager to decide, in conjunction with HR, whether the requirements of the post could be met by reasonable training. If there is more than one member of staff seeking redeployment who meets the essential criteria for the post, it will be offered to the member of staff who is considered most suitable, following the recruitment process; and
- 3.2. For a redeployment to be considered suitable alternative employment, it will normally be at the same grade, and on the same terms and conditions, as the member of staff's current post. However, a member of staff may be voluntarily redeployed to a post that differs from their current post in these respects if they so wish (following the recruitment process); and, in the case of redeployment on medical grounds under the Sickness Absence and Medical Incapacity Procedure, if the medical advice supports and/or recommends such a change.

### **4. Priorities for Redeployment**

- 4.1. A member of staff who becomes at risk of dismissal for redundancy during a period of maternity leave, adoption leave, or *additional* paternity leave, will be entitled to redeployment into a suitable post, as a matter of priority, over any other potential candidates seeking redeployment.
- 4.2. A member of staff who is considered by the University to be "disabled" within the meaning of that term under the Equality Act 2010, and is at risk of dismissal on medical grounds, will be entitled to redeployment into a suitable alternative post, as a matter of priority, over other potential candidates seeking redeployment, with the exception of those referred to in paragraph 4.1 above.

## **PART TWO - REDEPLOYMENT PROCEDURE**

### **5. Redeployment Period**

- 5.1. Redeployment shall be sought for a specified period, defined as the "Redeployment Period". The length of the Redeployment Period will be dependent on individual circumstances. In situations where the expiry date of a fixed-term contract is known, or notice of termination of employment has already been given, the Redeployment Period will end at the same time as the termination of the contract. or the expiry of the notice period. In other situations, it will be for the Director of Human Resources. or his/her nominee. to determine that a reasonable period for seeking suitable alternative employment has been exhausted. The member of staff will remain on their original terms and conditions throughout the Redeployment Period.

## **6. Redeployment within a School or Division**

- 6.1. Responsibility for redeployment lies, initially, with the Head of School, or Professional Services Director for the School or Division, in which the member of staff is located. HR will normally provide advice in this respect. Every reasonable effort should be made within the relevant School or Division to find a suitable alternative position for the member of staff, unless there are objective reasons why redeployment within the School or Division is not appropriate (e.g. where there are no vacancies or the member of staff does not meet the essential criteria for a vacancy, or could not do so with a reasonable amount of training).
- 6.2. If suitable alternative employment is identified within the School or Division, the vacancy must first be authorised through the normal University approvals process. Thereafter, the member of staff should be interviewed for the post, alongside any other suitably qualified members of staff seeking redeployment, if applicable.
- 6.3. If it appears likely that no suitable alternative employment can be found within the School or Division, and the individual wishes to consider redeployment to roles outside of their School or Division, then redeployment within the wider University should be sought, as per paragraphs 7.1 to 7.4 below.

## **7. Redeployment within the wider University**

- 7.1. If the member of staff wishes to consider redeployment within the wider University, they will be invited to complete a Redeployment Form, (including details of their skills and specifying the categories and types of jobs they would wish to be considered for), and send it to the HR Department, together with a current CV. Written guidance on completing a CV will be available for staff. Where a member of staff is seeking redeployment on medical grounds, advice from Occupational Health on the type of work that would potentially be suitable will also be required.
- 7.2. Details of the member of staff's current role and the type of redeployment opportunities they would consider, will be entered onto the HR Redeployment Register.
- 7.3. HR will support a member of staff in trying to secure redeployment, and the member of staff will be expected to actively participate in this process by, for example:
  - 7.3.1. Making contact with their HR Adviser on a regular basis, to discuss vacancies, and assess their suitability, for any new vacancies that may have arisen;
  - 7.3.2. Responding promptly to the HR Adviser to confirm whether or not they are interested in any vacancies suggested to them, as potential redeployment opportunities prior to advertisement;
  - 7.3.3. Searching for suitable vacancies on the University's web pages;
  - 7.3.4. Making every reasonable effort to co-operate in any assessment and interview processes, in which the University requests they participate;
  - 7.3.5. Taking responsibility, on an on-going basis, for keeping their skills up-to-date, using the resources available from the Doctoral School, ITS, TLDU and/or Staff Development, as applicable, and as agreed by their manager.

- 7.4. The member of staff will be granted reasonable paid time off for the purposes of attending interviews, whether internal or external, and for appropriate training throughout the Redeployment Period.

## **8. Identifying Redeployment Opportunities**

- 8.1. Normally, prior to advertising a vacancy, the appropriate representative from HR will ascertain whether the post could be considered suitable alternative employment, for any members of staff on the Redeployment Register. In cases of redeployment on medical grounds, the job description and person specification for the post will be sent to Occupational Health, to confirm that the post is potentially suitable in terms of the member of staff's medical condition. If there is a potential match:
- 8.1.1. The HR Adviser will inform the member of staff and provide details of the vacancy;
  - 8.1.2. The member or staff must reply as soon as reasonably practicable (but in any event within seven days), to confirm whether or not they are interested in the role;
  - 8.1.3. If the member of staff wishes to be considered for the role, and is judged by the recruiting manager to meet the essential requirements of the person specification for the post (or could do so with a reasonable amount of training), they will normally be offered an interview prior to any other candidates;
  - 8.1.4. An HR representative will normally attend the interview to assist in assessing suitability.
- 8.2. Where a member of staff identifies as a potential redeployment opportunity, a vacancy that is already being advertised externally, they should inform their HR Adviser of their interest, so that, subject to the recruiting manager being satisfied that the member of staff meets the essential selection criteria (or could do so with reasonable training), as detailed in the person specification, they can be shortlisted for an interview, along with the other applicants.
- 8.3. If it is the recruiting manager's considered view that the member of staff does not meet the essential criteria for the post (or could not do so with a reasonable amount of training), they will normally discuss their reasons with the relevant HR Adviser, before the member of staff is informed that they will not be invited to an interview. Written feedback will be provided to the member of staff on request.
- 8.4. If a member of staff is not offered an interview for a post, prior to that post being advertised, this does not preclude them from applying for that post, or any other post, through the normal recruitment processes, in competition with other applicants.
- 8.5. Schools or Divisions undergoing a restructure under a Proposal for Organisational Change, may be required by the University to ring-fence new, or replacement posts, for staff in their own School or Division, who are at risk of redundancy and, in those circumstances, will be advised by HR that they are not expected to give prior consideration to members of staff from other Schools or Divisions (see paragraph 16.2 below).

## **9. Offers for New Posts**

- 9.1. All offers of employment made, as a result of this Procedure, will be made in writing and subject to any employment checks identified as required. Offers will be made before the member of staff's period of notice expires, or their existing contract comes to an end. The new post will start on a mutually agreed date between the member of staff and the appointing and current manager.
- 9.2. Subject to paragraph 11.4, a member of staff who is redeployed as a result of being at risk of, or selected for, dismissal on the grounds of redundancy, is not entitled to a redundancy payment if he or she is offered and accepts, suitable alternative employment, where:
  - 9.2.1. the offer of the new post is made before the ending of the current employment; and
  - 9.2.2. the employment in the new post, will begin no later than four weeks after the termination of the current employment of the current employment contract.
- 9.3. In cases where there is a gap between the posts, or there is a temporary cessation of work (e.g. for teaching-only staff, during vacation periods, and assessment periods where there is no teaching), this gap will be excluded and continuity of service will be maintained provided the new post commences within four weeks, of the end of the previous post, or within four weeks of the end of the period of temporary cessation of work. During the gap between the posts, and/or the temporary cessation of work, the member of staff will normally be on a period of unpaid leave.
- 9.4. Where a member of staff seeking to be redeployed is put forward for prior consideration, and/or an interview for a post that is considered suitable alternative employment, and then unreasonably refuses a subsequent offer of interview, or employment, either at the point the offer is made, or during or at the end of any trial period, the University reserves the right to proceed to dismissal in accordance with the relevant employment procedure and any entitlement to the provisions of redundancy (if applicable) may be forfeited.

## **10. Unsuccessful applications**

- 10.1. Where, following an interview under this Procedure, a member of staff is not considered suitable for the post, and they wish to receive feedback as to why this was the case, this information will be provided to the member of staff at a meeting, normally with the chair of the interview panel and the HR Adviser. Following the meeting, the member of staff may also receive written feedback, on request.

## **11. Trial Period**

- 11.1. Staff who are redeployed as a result of being at risk of, or selected for, dismissal on the grounds of redundancy, have a statutory right to a trial period of four weeks. Staff who are redeployed on medical advice and/or as a result of the Sickness Absence and Medical Incapacity Procedure, will be given a trial period within the new role, normally of two months.
- 11.2. Where a trial period is agreed the following should take place:
  - 11.2.1. The line manager should clearly set out the responsibilities of the post and standards of work performance required. This should be reinforced through

appropriate induction, reasonable training -where so identified, and regular feedback, in order to support the member of staff;

- 11.2.2. The trial period can be extended by mutual agreement for retraining purposes, after prior consultation with HR. The extension should be documented specifying the revised end date;
- 11.3. Where the trial period is successful, and the appointment is confirmed, the Redeployment Period will come to an end. The new post will become the member of staff's substantive post, and they will no longer be entitled to a redundancy payment in respect of that particular redundancy situation.
- 11.4. If the trial period is not successful because either: (i) the University chooses to end the new contract within the four week trial period for a reason connected to the new job (e.g. because the University can demonstrate that the member of staff is not capable of carrying out the duties of the new post); or (ii) the member of staff decides not to continue in the post for a reason connected to the new job; then the member of staff will still be entitled to receive a redundancy payment. The last day of employment will be the last day of the trial period, or another mutually agreed date.
- 11.5. Neither the University nor the member of staff has to give the normal, contractual notice to terminate the employment during the trial period. Where the trial period takes place after the end of the expiry of the notice period related to the previous contract of employment, either the University, or the member of staff, may terminate the trial period at any time, as described in paragraph 11.4, and for the purposes of calculating any applicable statutory redundancy payment, the member of staff will be treated as having been dismissed when the notice period relating to the previous contract expired. If the trial period is terminated before the expiry of the period of notice relating to the previous contract of employment, then the member of staff's employment in the previous post, will be treated as terminating on the expiry of the notice period.

## **12. Terms of new post**

- 12.1. Any offers of redeployment will be made on the terms attached to the post on offer. In the case of redeployment under the Sickness Absence and Medical Incapacity Procedure, the member of staff will continue to receive his/her previous salary for a period of three months (commencing at the start of the trial period). In the case of redeployment as an alternative to redundancy under a Proposal for Organisational Change, the University's Pay Adjustment Policy will apply. The Pay Adjustment Policy will not apply where a member of staff accepts a lower graded job, over a job offered to them at their current grade.

## **PART THREE - RELATED MATTERS**

### **13. Temporary Redeployment**

- 13.1. In exceptional circumstances, (for example in disciplinary or grievance cases where an investigation is being conducted, or where a member of staff is unable to carry out their substantive role, on medical grounds, for a limited period of time), it may be necessary to redeploy a member of staff to a post on a temporary basis. The duration of a temporary redeployment will not normally exceed six months. In such cases, staff shall be expected,

through discussion and agreement, to be flexible regarding their working arrangements, taking into account their personal circumstances and commitments.

#### **14. Dismissal and Links to other Employment Procedures**

- 14.1. This Procedure is designed to operate alongside the University's other employment procedures, normally the Redundancy Procedure, the Sickness Absence and Medical Incapacity Procedure, the Some Other Substantial Reason and Statutory Bar Procedure, and the Capability Procedure.
- 14.2. Redeployment may be considered in cases where a grievance has been raised, or an allegation of harassment/bullying has been made, or a disciplinary investigation has been conducted and it has been found that the individuals involved should no longer work together. The decision as to who may be redeployed will depend on the circumstances of the case, following an investigation which recommends redeployment. Redeployment may also be considered in other exceptional circumstances where it is clear, following an investigation under the Disciplinary or Grievance Procedures, that a working relationship has irretrievably broken down. In these instances, this Procedure may operate alongside the University's Staff Disciplinary or Grievance Procedures.
- 14.3. This Procedure is not intended to replace the University's other employment procedures listed above, nor does it affect the right of a member of staff to appeal under those procedures.
- 14.4. Where a member of staff's employment is at risk, and it is not possible to secure alternative employment for a member of staff under this Procedure, their employment will terminate under the relevant employment procedure referred to above, subject to due process. The provisions of the relevant employment procedure, or any contractual notice period, may run concurrently with the Redeployment Period.

#### **15. Appeals**

- 15.1. There is no right of appeal under the Redeployment Procedure. However, an appeal against dismissal may be made under the relevant employment procedure listed above, and a failure to be redeployed could constitute grounds for such an appeal.

#### **16. Enhanced Redeployment Measures in Cases of a Proposal for Organisational Change**

- 16.1. Where a potential redundancy situation has arisen in the context of a Proposal for Organisational Change, the Vice-Chancellor's University Executive may approve enhanced redeployment measures, such as, a Discretionary Transfer Scheme, and/or a Reduced Hours/Job Share Scheme. For the purposes of this Procedure, a Proposal for Organisational Change, is a proposal made by the Vice Chancellor's University Executive Team for:
  - 16.1.1. A significant restructuring of the University or any of its Schools, or Professional Services Divisions;
  - 16.1.2. The closure of a Department within a School; or
  - 16.1.3. The closure of a Professional Services Division or Unit within a Professional Services Division.

- 16.2. Depending on the number of departments or divisions, and number of staff affected by such a proposal, enhanced redeployment measures may contain one or more of the following provisions:
  - 16.2.1. Ring-fencing new posts, created as part of the restructure, for those at risk of redundancy in the relevant area in the first instance;
  - 16.2.2. Ring-fencing suitable new or replacement posts, in other areas of the University for those at risk of redundancy in the relevant area(s) in the first instance;
  - 16.2.3. Placing a hold on all external recruitment, and advertising all new posts, to those at risk of redundancy in the relevant area(s) in the first instance, before proceeding to external advert, if the post has not been filled by an at-risk member of staff.
- 16.3. Under a Discretionary Transfer Scheme, Early Retirement/Voluntary Severance terms would be offered to those staff in the University who are not at risk of redundancy, in order that, if their ER/VS application is accepted, a member of staff who is at risk of redundancy could be redeployed into the post that is vacated.
- 16.4. Under a Reduced Hours/Job Share Scheme, applications would be invited from members of staff in the relevant areas, to reduce their contracted days/hours, in order that they could be redeployed into a job-share with another member of staff.
- 16.5. In addition, in cases of a Proposal for Organisational Change, the University may consider introducing other measures to aid redeployment within or outside of the University, such as:
  - 16.5.1. Providing relevant internal or external training in transferrable skills;
  - 16.5.2. Providing professional careers advice;
  - 16.5.3. Assisting members of staff in contacting other employers regarding their job search;
  - 16.5.4. Inviting other employers conducting major recruitment campaigns to visit the University to talk to staff.

## Appendix 2 – The Maintenance of Employment Policy Procedure

### POLICY FOR THE MAINTENANCE OF EMPLOYMENT

This Policy should be read in conjunction with the University's Redundancy Procedure and Redeployment Procedure

1. The University's mission is "to deliver innovative and inspiring research, scholarship and teaching and learning that leads to positive change in individuals, organisations and societies".
2. In supporting this mission, Organisational Change will be a regular and important part of the University's ability to maintain a competitive and sustainable position. Where such Organisational Change, including changes in the pattern of activity, the organisation of work, or the ability to finance work, has implications for staffing, the processes detailed in this policy will be managed with sensitivity and fairness. The University recognises that its staff are its most valuable resource, and is committed to maintaining staff in employment, so far as reasonably possible. However, changes in University funding, or organisational requirements, may occur which affect staffing needs, and such changes may impact differentially upon budgetary units. It is the University's policy to use redeployment and other measures, to maintain employment for University staff, as far as reasonably practicable, in situations where changes in staffing requirements become necessary.
3. It is the responsibility of the University to ensure a balanced budget. The annual planning and budgeting process, requires heads of budgetary units to identify their staffing requirements, against University strategy and projected finances available, and to maintain a staffing strategy for their unit, which informs, and is informed by, the budgetary planning process. Where a change in the staffing strategy or a deficit being exhibited or forecast may necessitate a reduction in staff, proposals will be developed by the Vice-Chancellor's University Executive.
4. Preliminary measures to minimise or eliminate the need for redundancy within a budgetary unit, in accordance with the aim of maintaining employment, may include:
  - reductions in the use of agency staff, or use of other external staffing resource;
  - reductions in employment of external contractors;
  - restrictions on external recruitment in the staff categories affected, or in areas to which staff may be redeployed;
  - inviting staff to voluntarily reduce their hours of work;
  - seeking volunteers for part-time working and job-sharing;
  - reductions in non-staffing costs;
  - reducing or eliminating overtime;
  - non-replacement of staff following normal staff turnover;
  - recruitment freeze in affected units (except for key roles which may be authorised with relevant senior management approval)
  - inviting suggestions from members of staff and trades unions on cost reduction and income generation;
  - use of secondments and sabbaticals.
5. If the measures outlined in paragraph 3 are not sufficient or appropriate to eliminate the need for redundancies, further measures shall be considered as follows:

- Council will be asked by the Vice-Chancellor's University Executive to consider approving a voluntary severance and early retirement scheme;
  - the Vice-Chancellor's University Executive will consider the establishment of enhanced redeployment measures, as set out at paragraph 16 in the Redeployment Procedure, including ring-fencing particular, or all vacancies, and/or opening a Discretionary Transfer Scheme, and/or a Reduced Hours/Job Share Scheme.
- i. Under a voluntary severance and early retirement scheme:
    - a) Subject to Council's approval of such a scheme, staff in the budgetary unit concerned, will be invited to apply for voluntary severance or early retirement. Applications will be considered in the institutional interest and in relation to the University's and the budgetary unit's staffing strategy;
    - b) Staff in other budgetary units may be offered early retirement or voluntary severance, if the resulting vacancy can be filled under a Discretionary Transfer Scheme opened as an enhanced redeployment measure, as referred to above.
  - ii. In respect of ring-fencing vacancies, the arrangements are set out at paragraph 16.2 of the Redeployment Procedure.
  - iii. Members of staff transferred under enhanced redeployment measures to a lower-graded post, will have their pay protected in accordance with the University's Pay Adjustment Policy, where the Redeployment Procedure so provides.
  - iv. Appropriate training will be given to staff redeployed to another post, to enable them to carry out the duties of the new post. Retraining and careers advice may also be provided, as set out at paragraph 16.5 of the Redeployment Procedure, to enable a member of staff to be considered for redeployment.
6. The provisions for consultation with the recognised trade unions in the case of proposed redundancies, are set out in the Redundancy Procedure.