



**Procedure to support the employment security of staff on fixed funding or fixed term contract  
(Agreed date of implementation – 1 April 2012)**

Contents

|  |    |
|--|----|
| 1. Introduction .....  | 1  |
| 2. Principles .....  | 2  |
| 3. Role of the employment security review group (esrg) .....   | 3  |
| 4. A strategic overview of fixed term funding .....  | 3  |
| 5. Procedure for dealing with potential redundancies .....   | 4  |
| Step 1 – identifying potential redundancies .....  | 4  |
| Step 2 – collective consultation .....   | 4  |
| Step 3 - individual consultation .....   | 5  |
| Step 4 – notice .....  | 6  |
| 6. Redundancy payments.....  | 6  |
| 7. Appeals procedure .....   | 7  |
| 8. Review .....  | 7  |
| 9. Transitional arrangements.....  | 8  |
| 10. Transitional arrangements related to the introduction of the proposed procedure to support the employment security of staff on fixed funding or fixed term contracts ..... | 8  |
| 11. Net pay .....  | 9  |
| Appendix 1 – Use of this procedure .....   | 10 |
| Examples of cases where this procedure will apply .....  | 10 |
| Examples of where this procedure will not apply .....  | 10 |
| Appendix 2 - Extended periods on the redeployment register .....   | 11 |

---

**1. Introduction**

- 1.1. This document describes the procedure to be followed where there is potential failure of identified external fixed term funding, irrespective of contract type, or the expiry of a fixed term contract linked to task or cover arrangements. Details of when this procedure will apply can be found in Appendix 1.

- 1.2. The provisions in this procedure do not replace or amend the recognition agreements between the University and the recognised campus trade unions (trade unions), nor do they alter the roles and responsibilities of the Joint Committees. The relationship of these procedures to the Employment Security Review Group (ESRG) is set out in section 3. Each trade union reserves the right to raise issues in connection with its members covered by this policy through the relevant Joint Committees.
- 1.3. The University is committed to protecting and maintaining the security of the employment of its entire staff, irrespective of contract type or funding stream as far as possible. Our policy is to employ staff on contracts appropriate to the particular requirements and circumstances of the role. We will employ staff on fixed term contracts only in specific circumstances as discussed in 2.2 below.
- 1.4. Teaching Assistants are further covered by the “Part time and hourly paid teaching staff” agreement between the University and the UCU. Both sides have agreed to review this agreement to see if it needs amendment in the light of the proposed procedure on fixed funding and fixed term contracts.
- 1.5. This process should not be used as an alternative to the effective management of conduct and/or capability issues.

## **2. Principles**

- 2.1. The University is committed to:
  - 2.1.1. Ensuring clear and transparent communication to all staff regarding their employment contract.
  - 2.1.2. Ensuring the appropriate use of employment contracts irrespective of funding streams.
  - 2.1.3. Avoiding the use wherever possible of successive fixed term contracts.
  - 2.1.4. Ensuring the University is compliant with current legislation including effective, timely and meaningful consultation with recognised trade unions.
  - 2.1.5. Ensuring that appropriate avenues are explored to avoid redundancies.
  - 2.1.6. Dealing fairly and consistently with such staff when their continued employment is at risk.
- 2.2. All fixed term contracts will be justified on a case by case basis. Examples include:
  - 2.2.1. To provide temporary replacement cover e.g. for secondments, long-term sickness absence, study leave, maternity, adoption or paternity leave.
  - 2.2.2. To allow for input from specialist practitioners.
  - 2.2.3. Where the employment is for the sole purpose of completing a particular task or project that it is known will come to an end on a specific date. This may apply in the case of a first research position.
  - 2.2.4. where the post is a defined fellowship or training post – e.g. KTP associate, NIHR clinical fellowships.

- 2.3. Where the use of fixed term contracts is justified, they will typically be used for periods of up to three years. It may be appropriate to offer successive fixed term contracts for short periods of time with an aggregate period of around three years. There may also be some circumstances where the first research position is offered for more than three years e.g. posts funded via programme grants (CRUK, BHF). The maximum length of a fixed term contract in these circumstances will be five years.
- 2.4. For subsequent contracts that extend employment beyond three years, fixed term contracts will not be used other than in exceptional circumstances, e.g. a short extension to finish a project, to cover a bridging period etc.
- 2.5. The temporary nature of external funding will not, of itself, be a reason for the continued use of a fixed term contract.

### **3. Role of the employment security review group (esrg)**

- 3.1. In terms of this procedure, ESG or a sub-committee thereof will:
  - 3.1.1. Consider the use of fixed term contracts across the University and make proposals for any improvements in practice in order to avoid any misuse of fixed term contracts.
  - 3.1.2. Ensure fair treatment of employees covered by this policy.
  - 3.1.3. Provide a key role in the avoidance of redundancies of such staff and to that end:
  - 3.1.4. Be the relevant body for redundancy consultation with the trade unions as required by section 188 TULRCA 1992, specifically consultation about ways of:
    - avoiding the terminations of employment;
    - reducing the numbers of employees whose employment will terminate;
    - mitigating the consequences of the terminations.
  - 3.1.5. Receive information and review the actions being taken to attempt to secure or extend the employment of the affected employees.
  - 3.1.6. Be advised of circumstances where attempts to secure or extend employment have not been successful.
  - 3.1.7. Review information on changes to external fixed term funding on an annual basis and the potential impact on posts of such changes.

### **4. A strategic overview of fixed term funding**

- 4.1. The University will, at least once a year, review the non-core funding streams available within each Faculty/Service through the annual planning process. The University will provide the trade unions with summary information on changes to external fixed term funding and the potential impact on posts of such changes, including funding streams expected to cease and known and possible new funding sources.
- 4.2. The University and the trade unions will work together to minimise the risk of potential redundancies resulting from these changes.

## 5. Procedure for dealing with potential redundancies

### Step 1 – identifying potential redundancies

- 5.1. Each month, central HR will supply Faculty/Service Human Resources Managers (HRMs) with details of their employees where there is potential failure of identified external fixed term funding, irrespective of contract type, or the expiry of a fixed term contract.
- 5.2. HRMs will normally receive this information six months before the contract or funding end date however, in the cases where the notice period is six months, this information will be provided nine months in advance<sup>1</sup>. HRMs will then meet with the relevant Heads of School/Service to discuss the posts. At the meeting the position of each of these posts will be discussed and, where there is potentially a risk of redundancy, e.g. there is no further funding available, this will be recorded on a spreadsheet by the HRM for each Faculty/Service for submission to ESRG for collective consultation purposes.
- 5.3. This information will also inform individual consultation discussions.

### Step 2 – collective consultation

- 5.4. Once potential redundancies are identified as above the appropriate trade union representatives will receive written notification in line with section 188 TULRCA 1992 as follows:
  - 5.4.1. The reasons for the proposals;
  - 5.4.2. The numbers and descriptions of employees whose employment is proposed to terminate by reason of redundancy;
  - 5.4.3. The total number of employees of that description employed at the University;
  - 5.4.4. The proposed method of selecting them, if appropriate;
  - 5.4.5. The proposed method of carrying out redundancies including the period over which they will take effect;
  - 5.4.6. The proposed method of calculating any redundancy pay over and above statutory minimum.
- 5.5. ESRG will meet monthly to discuss the proposed terminations with the specific purpose being to undertake meaningful consultation between the University and the trade unions with a view to reaching agreement on ways to:
  - avoid the terminations of employment;
  - reduce the numbers of employees whose employment will terminate;
  - mitigate the consequences of the terminations.

---

<sup>1</sup> There will be some staff who, due to the short nature of their contract, will be identified as a potential redundancy outside the six (or nine) month period. This will only be in cases where the contract is greater than three months but less than six (or nine) months.

- 5.6. At each meeting, ESRG will receive information outlining potential redundancies six or nine months hence. The information will include the names, contract type and length of service for all employees whose employment will potentially terminate and the reason for the potential dismissal, e.g. cessation of particular fixed term external funding, ending of cover arrangements. This information will be broken down by Faculty/Service area and will clearly outline potential project and/or contract end dates.
- 5.7. Comments from ESRG will be fed back to the relevant HRMs where appropriate for further consideration and follow-up.
- 5.8. To support the collective consultation process, the University will hold an additional meeting (one per month) with relevant HRMs present to allow more detailed discussions on specific issues. The process will be as follows:
  - 5.8.1. Week one - Information provided to ESRG (one week before ESRG meeting).
  - 5.8.2. Week two - Meeting of ESRG.
  - 5.8.3. Week three - TUs to inform University of specific issues to be discussed at the additional collective consultation meeting.
  - 5.8.4. Week four - Additional collective consultation meeting held with relevant HR managers and Trade Union representatives present
- 5.9. Detailed discussion on individuals will take place as part of individual consultation rather than as part of collective consultation.

### Step 3 - individual consultation

Where a post has been identified as a potential redundancy:

- 5.10. Six months (nine months where a six month notice period applies) prior to the potential termination the HRM<sup>2</sup> will write to the employee on behalf of the Head of School/Service informing them that their funding and/or contract is due to end and to initiate appropriate individual consultation covering:
  - 5.10.1. The reasons for the potential redundancy;
  - 5.10.2. Exploration of any measures to avoid or mitigate the potential redundancy including potential extension of funding, redeployment (including the possibility of extended redeployment periods – see Appendix 2), bridging possibilities, and whether the use of ‘bumping’ would be reasonable, practicable and in the interests of the organisation;
  - 5.10.3. The opportunity for the employee to raise any issues and for these to be considered;
  - 5.10.4. The indication that, subject to consultation, if there is no appropriate alternative employment identified then notice of termination of contract will be issued.
- 5.11. The individual will be entitled to be accompanied to all individual consultation meetings and follow up meetings (including meetings regarding redeployment) by a Trade Union representative or a work place colleague.

---

<sup>2</sup> Reference to HRM could also mean HRO or nominee.

- 5.12. The individual consultation meeting will be held as soon as is reasonably practicable after the potential redundancy has been identified. The points discussed during the individual consultation will be recorded and confirmed to the employee in writing. Where an employee is eligible for redeployment, their details will be forwarded to the Redeployment Service in order to try to identify potential appropriate alternative employment as soon after the meeting as possible and they will be given access to the redeployment register in line with the redeployment framework. The HRM and the employee will be responsible for ensuring that the relevant documentation is sent to the Redeployment Service in a timely manner.
- 5.13. It is acknowledged that the consultation process, including the search for appropriate<sup>3</sup> alternative employment, requires the active and timely engagement and participation of the affected employee. Where an individual wishes to pursue redeployment, the HRM will seek to arrange further meetings to ensure appropriate consultation and the opportunity to discuss the redeployment process.
- 5.14. As outlined in the redeployment framework, staff on the redeployment register will be encouraged and supported in undertaking relevant and appropriate training, reorientation and/or career guidance in order to assist them in meeting identified development needs and with the aim of supporting them in continuing their employment within the University (see redeployment framework for further details).
- 5.15. The Faculty/Service HRM will update the monthly information for ESRG for their area.

#### Step 4 – notice

- 5.16. If appropriate alternative or continued employment has not been secured at the point when notice needs to be given in line with the employee's contract, the HRM will issue the employee with the required notice that their contract will end. They will be offered a right of appeal. The letter will also outline the employee's entitlement to their redundancy payment and reassure them of ongoing support and assistance throughout their notice period.
- 5.17. Throughout the notice period, the HRM, employee and the Redeployment Service will continue to actively seek appropriate alternative employment and an employee can be offered continuing employment at any time up to the date redundancy is effective. The employee is expected to engage in the process. It is acknowledged that in practice redeployment and/or additional/alternative funding is more likely to be found in the later stages of consultation or after notice has been served.
- 5.18. Some staff may be eligible for an extended redeployment period which will be treated as a short term extension to their current contract and subject to arrangements summarised in Appendix 2.

## **6. Redundancy payments**

---

<sup>3</sup> Alternative employment will be sought via the Redeployment Framework. For the purposes of this procedure "appropriate" means a post which is within the skills and knowledge of the employee concerned (or would be with appropriate reasonable training) and which has similar terms and conditions of employment to the current role. For the avoidance of doubt "appropriate" can by agreement include a role at a grade lower than the current role if an appropriate role cannot be found at the same grade.

- 6.1. Staff who have been employed for less than two years are not eligible to receive a redundancy payment.
- 6.2. For staff who have two to four years' service, redundancy payments will be the statutory redundancy entitlement.
- 6.3. For staff who have over four years' service, enhanced redundancy payments will be as set out in the table below.

| YEARS SERVICE | ENHANCED REDUNDANCY PAYMENT |
|---------------|-----------------------------|
| Over 4 Years  | 4 months net pay            |
| Over 5 Years  | 6 months net pay            |
| Over 6 Years  | 8 months net pay            |
| Over 7 Years  | 10 months net pay           |
| Over 8 Years  | 12 months net pay           |

- 6.4. For the avoidance of doubt, enhanced redundancy payments will be inclusive of any entitlement to statutory redundancy pay.
- 6.5. For the purpose of these payments net pay will be calculated as net of income tax, national insurance and pension contributions.
- 6.6. Enhanced redundancy payments will only be made when the University is satisfied that appropriate alternative employment is not available. Otherwise payments will be limited to statutory redundancy entitlement.

## **7. Appeals procedure**

- 7.1. Within 21 days of receipt of notice of dismissal arising from cessation of an identified external fixed term funding stream or the expiry of a fixed term contract linked to task or cover arrangements, the member of staff may appeal against the decision.
- 7.2. The request must be made to the University Secretary in writing, setting out clearly the grounds on which the request is made, and the Secretary shall convene a committee of the Council to conduct the appeal.
- 7.3. The committee will normally include a lay member of Council and a member of Senate. The member of staff may address the committee in person and be represented by a trade union representative or a workplace colleague.
- 7.4. If the committee considers that the University's decision was unreasonable it may require the University to withdraw the notice or to renew or extend a fixed term contract. The committee's decision shall be final. The committee shall give reasons for its decision, which shall be sent to the member of staff and reported to Council.

## **8. Review**

- 8.1. The University will conduct an Equality Impact Assessment of the policy on its introduction and thereafter on an annual basis.
- 8.2. This procedure will be subject to joint review through the ESRG after 12 months and thereafter every 24 months.
- 8.3. The University and the trade unions want to maintain an effective process and, if at any point the procedure or part of the procedure becomes ineffective or unduly onerous or unworkable, or there are types of employment contract that are not sufficiently covered, there is provision to review.

## **9. Transitional arrangements**

- 9.1. As part of this agreement, and in accordance with the principles and context of this procedure, the University and trade unions will agree the specific mechanisms to transfer current staff who are employed on second or subsequent fixed term contracts and where this has resulted in service of over three years.
- 9.2. As part of this agreement the University and trade unions will agree a process to communicate to current staff on open ended contracts in fixed funded posts the principles and content of this procedure and the way it applies to them.

## **10. Transitional arrangements related to the introduction of the proposed procedure to support the employment security of staff on fixed funding or fixed term contracts**

- 10.1. For those staff covered by the proposed “procedure to support the employment security of staff on fixed funding or fixed term contract” who:
  - have an open-ended contract but whose funding is fixed (at 1 April 2012) and,
  - have over four years’ service at 1 April 2012, and
  - leave on the grounds of redundancy in line with this procedure on or before 31 March 2017,

the following transition arrangements will apply. Special redundancy payments will be as set out in the table below.

| YEARS SERVICE | SPECIAL REDUNDANCY PAYMENT |
|---------------|----------------------------|
| Over 4 Years  | 4 months net pay           |
| Over 5 Years  | 6 months net pay           |
| Over 6 Years  | 8 months net pay           |
| Over 7 Years  | 10 months net pay          |
| Over 8 Years  | 12 months net pay          |
| Over 10 Years | 14 months net pay          |



- 10.2. For the avoidance of doubt, enhanced redundancy payments will be inclusive of any entitlement to statutory redundancy pay.
- 10.3. Enhanced redundancy payments will only be made when the University is satisfied that appropriate alternative employment is not available. Otherwise payments will be limited to statutory redundancy entitlement.

## **11. Net pay**

- 11.1. For the purpose of this paper, “net pay” means pay calculated net of income tax, national insurance and pension contributions.

## **Appendix 1 – Use of this procedure**

In principle it is expected that this procedure will apply where the reason for potential redundancy primarily results from external and/or pre-defined factors. For example, the cessation or withdrawal of external grant funding, the end of a pre-defined need for cover, the completion of a specified task, the end date of an agreed arrangement such as a clinical fellowship 'training package'.

Where the reason for potential redundancy is driven by factors such as a review of academic strategy or financial sustainability across a broad area this will be dealt with under the agreed organisational change policy.

It is not expected that the organisational change policy will be applied where the current funding or contract end date remains unchanged. For instance, should an area be in review but current research funded activity continues to its planned end date (be that before, during or after the conclusion of the review) any potential redundancies arising as a result of the cessation of the research funding will be dealt with under this policy.

### Examples of cases where this procedure will apply

- Where a post is funded by external grant income.
- Where a post is fixed term to provide short term cover arrangements.
- Where a post is fixed term due to the requirement of specialist skills.
- Where a post is to provide teaching in an academic subject where the student or other business demand can be clearly demonstrated as particularly uncertain over and above that of generally accepted fluctuations over time.
- Where grant income ceases or is withdrawn part way through a project by the external funding body.
- Where grant income comes to an end at the previously specified end point and no further applications are made in line with changed/changing academic strategy.
- Where the post is a defined fellowship or training post – e.g. KTP associate, NIHR clinical fellowships

### Examples of where this procedure will not apply

- To reduce the numbers of staff in a school where there are financial difficulties.
- To restructure/realign an organisational unit e.g. an academic department, a non academic service, an academic institute etc.
- As a mechanism of removing individual academic staff who are not securing enough external income.
- Where an externally funded project is terminated part way through by the University despite external funding still being available e.g. as part of a reorganisation.

## **Appendix 2 - Extended periods on the redeployment register**

Staff who are eligible for redeployment and who, through this policy, are entitled to an enhanced redundancy payment will be offered the opportunity to remain in employment on the redeployment register for an extended period up to a maximum of an additional 6 months as an alternative to receiving some of their enhanced redundancy payment.

This extended period will be off-set against their enhanced redundancy payment on a month for month basis. For example, a member of staff could agree to forgo one month's worth of their redundancy payment for an additional one month on the redeployment register on full pay.

Enhanced redundancy payments are inclusive of any entitlement to statutory redundancy pay. As a consequence any extended period on the redeployment register will also be limited by the need to ensure that an amount of enhanced redundancy pay remains that is at least equal to the statutory redundancy payment that the individual would be entitled to at the point at which they leave the University should no redeployment be secured.

If a member of staff opts to remain on the redeployment register they will receive a short term extension to their contract for the period agreed. No further notice will be issued and the extension will not in itself attract any increase to or further redundancy entitlement or move from a fixed term contract.

If, during the agreed extended period, the employee chooses to leave the University they are able to do so by giving one week's notice. In these circumstances, all remaining redundancy entitlement not offset up to that point will be paid.

Staff remaining on the redeployment register for an extended period following the end of their substantive contract will normally be required to undertake reasonable tasks/activities within the University during this time.

Where redeployment to a short term role, i.e. twelve months or less, is secured during the extended redeployment period the extended redeployment period will be 'paused'. If no further redeployment is secured during the short term role the individual may choose to rejoin the register for the remainder of the extended redeployment period or to take the remainder of their redundancy payment.