



REDUNDANCY AGREEMENT BETWEEN ASTON UNIVERSITY AND THE JOINT CAMPUS TRADE UNIONS

The following procedures will be adopted by the University in the event of the need to implement redundancies affecting support staff, including academic-related staff. Redundancy procedures affecting academic staff are prescribed within the University Charter and Statutes.

Definitions

Redundancy, in practice, means dismissing employees voluntarily, compulsorily or through the non-renewal of a fixed-term contract if the requirements of the business for employees to:

- carry out work of a particular kind; or
- carry out work of a particular kind, in the place where the employee was employed;
- have ceased or diminished or are expected to cease or diminish.

Consultation

Since 1 March 1996, there has been a legal requirement for employers, proposing to dismiss as redundant twenty or more employees, within a period of 90 days, to consult about the dismissals with all the persons who are appropriate representatives. Consultation must begin in good time and in any event:

- where the employer is proposing to dismiss as redundant 100 or more employees at one establishment, at least 90 days before the first dismissal takes effect
- otherwise, at least 30 days before the first dismissal takes effect.

The University will normally define appropriate representatives as the Campus Trade Unions.

There is no legal requirement to consult if fewer than 20 redundancies are proposed at any one time, but this does not remove the necessity to act reasonably and to consult with the individuals affected.

Redundancies of less than 20 within a period of 90 days

In these circumstances, the University will notify the Campus Trade Unions of those staff affected and the reason for the redundancy, as soon as is possible. The University will consult with the individuals affected, in order to identify suitable redeployment opportunities and to offer any appropriate out-placement counselling. In addition, the individuals will be sent personal copies of the vacancy bulletin "Job Spot." The University will also consult with the relevant Trade Union, at the request of the local branch Officers.

Redundancies of 20 or more within a period of 90 days

In these circumstances, the University will adhere to the statutory requirements within the prescribed time limits. Specifically, the University will provide the following information, in writing and arrange a meeting with the Campus Unions, as soon as possible, to discuss the overall position and the process to be followed:

- the reasons for the proposed redundancies;
- the numbers and descriptions of employees whom it is proposed to dismiss as redundant;
- the total number of employees of any such description employed by the employer at the establishment in question;
- the proposed method of selecting the employees who may be dismissed;
- the proposed method of carrying out the dismissals, with due regard to any agreed procedure, including the period over which the dismissals are to take effect; and
- the proposed method of calculating the amount of any severance payments to be made (other than statutory redundancy pay);

and consult on ways of:

- avoiding dismissing employees;
- reducing numbers of employees to be dismissed;
- mitigating the consequences of the dismissal(s).

Selection criteria

In the event that there is the need to select an individual or individuals for redundancy, from a group of staff undertaking the same or similar work in the unit of selection, the University will:

- take account of any offers from staff to leave voluntarily, under the approved severance terms.
- apply the following criteria in selecting staff for compulsory redundancy:
- level of appropriate skills and relevant experience;
- performance.

A paired comparison exercise will be undertaken which assesses each member of staff in the unit of selection against every other member of the group. The assessment will be independently carried out at two levels of line management and any differences will be resolved by the Head of Department, who will submit the results and recommendations to Human Resources. The evaluation will be discussed with the Trade Unions and the names of staff at risk will be provided on a confidential basis. In the event that the above process does not differentiate staff sufficiently for selection, a further criterion, based on the length of continuous service with the University, will be applied. Guidelines for managers on the implementation of the selection process will be provided by Human Resources.

The University will also consult with the individual staff who may be affected to explore redeployment opportunities and to offer appropriate outplacement support. Throughout the process, the University, together with the Campus Unions, will review the voluntary severance position in order to identify possible redeployment opportunities for staff at risk.

Redeployment Procedure

The redeployment procedure is attached as [Appendix 1](#).

Severance Terms

The severance and early retirement terms, for both voluntary and compulsory redundancy, are attached as [Appendix 2](#).

The severance terms are based on statutory redundancy pay calculations (SRP) multiplied by a factor of 2. Additionally, the following improvements to the statutory scheme will apply:

- calculations will be based on actual pay, the SRP maximum level of £210 per week will not apply;
- a maximum of 25 years continuous service will be used in the calculation instead of the maximum of 20 years service used for Statutory Redundancy Payments;
- all continuous service at Aston will count, including any before the age of 18.

Staff who have left the University's employment under severance terms will not be prohibited from applying and being considered for different posts at a later date.

Periods of Notice

The University will adhere to its statutory and contractual obligations in respect of notice periods for staff leaving under severance arrangements.

Contracts of Employment

The University recognises the desirability of significantly reducing the number of support staff employed on fixed-term contracts. There will continue to be a need to use such arrangements, where, for example, the funding of posts is dependent on external income, such as research contracts. In these cases, valid waiver clauses covering the right to claim unfair dismissal and statutory redundancy payments will be used.

Whilst transfer from a fixed-term to a continuing contract is not a right, any member of support staff who has been employed on fixed-term contracts for a continuous period of six years will be considered for transfer to a continuing appointment, where there is a proposal to continue their employment. In these circumstances, the Head of School/Department will carry out a review, which will include a discussion with the member of staff concerned. The member of staff may be accompanied by his/her trade union representative and a Human Resources Manager will be in attendance.

Where there is not a requirement to use fixed-term contracts, the majority of support staff will be appointed to continuing contracts on the basis that the campus unions have accepted the use of compulsory redundancy, as a last resort, using the procedures described in this agreement.

The above agreement is subject to review in the light of any changes to the relevant legislation, and for its termination to twelve month's written notice on either side.

Signed: S Howitt, Chair JUCC (and see below)

Signed: K Thomas, Director of Human Resources

**Approved by the
University Council, 18 June 1997**

**D Welch for AEEU
GEC Paton for AUT
J Finucane for GMB
R Hunt for MSF
A Hulme for T & GWU
J A Shine for UNISON**

REDEPLOYMENT POLICY

1. Policy

- 1.1 Where possible, the University will do its best to retain the skills and experience of staff who hold posts that are due to become redundant. To this end, the University will attempt to redeploy staff under threat of redundancy through the following procedure.
- 1.2 Throughout this procedure the principles of equity, fairness and equality of opportunity will be followed.
- 1.3 The purpose of this procedure is to set out a process for identifying redeployment opportunities for employees who are at risk of redundancy, thereby putting in place positive measures to assist them in retaining employment at Aston.
- 1.4 This policy applies to University employees regardless of grade, category or source of funding.
- 1.5 The procedure requires recruiting managers, wherever possible, to make every effort to give prior consideration to applications from employees who are eligible for redeployment.

2. Eligibility

- 2.1 An employee will become eligible to be considered for redeployment to a suitable alternative post from a date no later than when notice of redundancy has been issued. In the case of fixed term contracts, where notice has effectively been given when the contract has been issued, this procedure will apply from a date no later than the commencement of the equivalent notice period for the grade.
- 2.2 At the time that this policy was agreed employment legislation requires that employees on maternity leave, who are given notice of redundancy, are considered for redeployment opportunities before consideration of other redeployment candidates.

3. Suitable Alternative Employment

- 3.1 For the purposes of this procedure, a suitable alternative post will normally be a post of either the same grade or a grade not more than 2 grades below the redeployee's existing grade.
- 3.2 It should be noted that this policy will not apply to posts that do not comply with the definition of "suitable alternative post" as defined in 3.1 above, but such positions may be sought through normal competitive processes.
- 3.3 The extent to which training is required will need to be considered when evaluating the suitability of a post for redeployment. Failure to redeploy because the training needs are too great would need to be objectively justified.

4. The Procedure

- 4.1 Throughout the procedure the employee must be informed of the right to be advised by and, where appropriate, accompanied by a Trade Union representative or workplace colleague to any formal meetings relating to their redeployment.
- 4.2 Employees eligible for redeployment should inform their HR Adviser of any University vacancy that they may be considering as potential post for their redeployment.
- 4.3 Employees wishing to meet with a recruiting manager to obtain further information about a post should ask Human Resources to arrange an informal meeting.
- 4.4 Employees wishing to be considered for any specific vacancy should make a written application. The procedure to be followed and the level of support required would be agreed by the relevant parties
- 4.5 Wherever possible, the employee will be given prior consideration for the post and managers should evaluate such applications in a positive manner
- 4.6 The recruiting manager will assess the applicant against the criteria for the post. The potential ability of the candidate and the extent to which training is required will need to be considered. The recruiting manager may decide to interview the applicant as part of the assessment process. If the applicant does not meet the essential criteria, the recruiting manager will discuss this with Human Resources and feedback will be given to the employee.
- 4.7 If an interview takes place the recruiting manager will assess the employee's suitability. That assessment needs to take account of whether the employee could undertake the new position after suitable training.
- 4.8 If more than one employee seeking redeployment expresses an interest in a particular post, a competitive selection process in line with the University's normal procedure will take place, limited to those seeking redeployment.
- 4.9 If the recruiting manager or interview panel decide that the applicant could not perform the role with a reasonable amount of training they must, in conjunction with Human Resources, record the reasons in writing and provide feedback to the employee.
- 4.10 If an employee believes that the redeployment process has not been applied properly in their case, he /she or the Trade Union / workplace representative should immediately (no later than two working days) submit a written appeal to the Director of Human Resources and Organisational Development. A panel will be appointed comprising the Director of Human Resources and Organisational Development and a senior member of staff not connected with the matter to consider the appeal. In addition, the Trade Union representing the employee staff group should be invited to nominate a panel member who is not involved in the redeployment process. Wherever possible, the appeal should be heard within two working days. Such appeals must be confined to matters of process.

5. Trial Periods

- 5.1 The first 3 months of redeployment will be regarded as a trial period by the employing School / Department and the employee. The purpose of the trial period is to consider whether the redeployment is "suitable" from both perspectives. Either the recruiting manager or the employee can extend the trial period up to a maximum of a further 3 months.

- 5.2 At the commencement of the redeployment the recruiting manager should communicate and agree the objectives of the trial period and training needs. At the start and end of the trial period the trial period review form (Appendix A) should be completed and signed by the line manager and the employee. Both parties should keep a copy of this form.
- 5.3 The employee's entitlement to redundancy compensation will be preserved during the trial period.
- 5.4 If the trial period results in the post being considered unsuitable by either party, the reasons must be clearly stated in writing.
- 5.5 Where necessary, employees who are transferred shall be given a written statement of the terms of their amended contract. Continuity of service and service related benefits will be protected (subject to any overriding legislation, national agreement or other legally enforceable, non negotiable terms or restrictions).
- 5.6 If the redeployment is successful and the employee remains in post the employee will no longer be eligible for redundancy compensation.

6. Pay Protection

- 6.1 In the event of an individual being redeployed to a post at a lower grade, they will receive compensation of four times their loss of base salary at the time their post was discontinued. This will be paid, as a separate allowance, in equal weekly or monthly instalments (dependent on pay frequency) over a period of 4 years. If an employee leaves before 4 years have elapsed, the payments will cease and no further compensation will be due. The payment will also cease if the employee is promoted back to the grade (or any grades above) which applied before the reduction in pay.
- 6.2 Pay protection will be limited by reference to one grade below the original grade.



**REDEPLOYMENT
TRIAL PERIOD REVIEW FORM**

Name:
Post title:
Date post commenced:
Date meeting held:
Present at meeting:
Content of discussion (discuss any training needs, action):
Agreed objectives and timescales, action to be taken and by whom:

Signed:
(Line manager)

Signed:
(Employee)

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SEVERANCE PAYMENTS AND EARLY RETIREMENT ARRANGEMENTS

1. Compensation Terms

- 1.1 The following compensation terms may be applied to non-academic staff who have a minimum of two years service at Aston University:
 - 1.1.1 One weeks gross pay for each full year of continuous service up to age 21.
 - 1.1.2 Two weeks gross pay for each full year of continuous service between the ages of 22 and 40.
 - 1.1.3 Three weeks gross pay for each full year of service from the age of 41.
- 1.2 The terms will be limited to a maximum of 25 years continuous service for the calculation of the severance payment. Service will be counted from the dismissal date backwards.
- 1.3 Staff over the of age of 50 (increasing to the new statutory minimum age of 55 in April 2010) may also receive benefits in accordance with the appropriate pension scheme rules, subject to item 2. below.
- 1.4 The compensation terms may also be available to staff whose hours of work are reduced by agreement. The payments will be calculated in accordance with 1.1 above, but scaled down to reflect the reduction in hours worked.

2. Staff Over 50 (increasing to the statutory minimum pension age of 55 in April 2010) in Membership of USS

- 2.1 Redundancy compensation for USS members with 5 or more years' pensionable service, who are over age 50 (increasing to the new statutory minimum pension age of 55 in April 2010), and under age 60 (or age 65 for USS members who join the Scheme after [date to be determined]), will be reduced by the amount payable by the University to offset the cost of the early payment of their USS benefits*.
- 2.2 Regardless of the extent of the reduction referred to in 2.1 above, a USS member who is made redundant will be entitled to a minimum lump sum equal to the Statutory Redundancy Payment.
- 2.3 A USS member may request that any balance of compensation payable (after taking into account 2.1 and 2.2 above) is used to purchase additional pensionable service in USS (subject to any limits imposed by the Scheme) provided that retirement benefits are claimed with effect from the day following the termination of their University employment.

**As a result of a change to USS rules, with effect from 1 October 2014, this reduction applies only in relation to pensionable service credited from certain transfers from other pension schemes.*