



# ROBERT GORDON UNIVERSITY ABERDEEN

<b>Redundancy Policy/Procedure</b>
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**NB This Scheme is Not Contractual**

<b>Approved by</b>	The Executive, and the Staff Governance Committee		
<b>Date approved</b>	August 2018	<b>Status</b>	Approved
<b>Policy owner</b>	Head of HR Operations and Support	<b>Impact assessed</b>	Yes
<b>Version</b>	4	<b>Date of next review</b>	August 2023

## **1.0 POLICY STATEMENT**

- 1.1 The University recognises that it is in the long term interests of the University and its staff to maintain a balanced, sustainable and affordable workforce, and we are committed to doing all we can to achieve this aim.
- 1.2 However, the University also recognises that there may be occasions where this may not be possible, and the University may need to consider dismissing employees by reason of redundancy.
- 1.3 In doing so the University will at all times aim to provide appropriate emotional, financial and practical support, and to ensure that the dignity of those affected is respected at all times, and that the impact on them is minimised.
- 1.4 This policy and related procedures have therefore been developed to ensure that a fair and consistent process is applied whenever the possibility of Voluntary or Compulsory Redundancies arise.

## **2.0 PRINCIPLES**

At RGU it is a core principle that we 'value our people'. In demonstrating this principle, particularly when difficult decisions are required, we are committed to some key principles:

- We will aim at all times to provide relevant and practical support to people through the emotional trauma of redundancy
- We will apply consistent, transparent processes
- We will provide accurate and timely financial information (including pension information) relating to the arrangements for Voluntary and Compulsory redundancy to support individuals in making informed decisions about their future
- We will ensure reasonable time off to find alternative work where appropriate
- We will provide relevant support for outplacement services and/or re-training where appropriate

## **3.0 SCOPE**

- 3.1 This Policy and Procedure applies to all employees of the Robert Gordon University who are in full or part-time employment, on permanent, fixed term or temporary contracts of employment.
- 3.2 This policy is not contractual.
- 3.3 The University reserves the right to apply modified procedures where a fixed-term contract of employment of less than two years is not renewed.

## 4.0 DEFINITION OF A REDUNDANCY SITUATION

Redundancy is defined by the Employment Rights Act 1996, as a dismissal which is attributable to:

- The fact that the employer has ceased, or intends to cease, to carry on the **business** for the purposes of which the **employee was so employed**; or intends to cease, to carry on business in the **place** where the employee was employed
- The fact that the requirement of the business for employees to carry out work of a **particular kind** in the **place** where they were employed, has ceased or diminished or are expected to cease or diminish.

## 5.0 MEASURES TO AVOID OR MINIMISE REDUNDANCIES

The University, in consultation with the relevant recognised trade unions as appropriate, will consider all reasonably practicable measures which might avoid or minimise the need for compulsory redundancies. These include for example:

- Restricting recruitment for vacant posts or the use of temporary or contract staff
- Natural labour turnover
- Inviting applications for alternative working patterns
- Consider applications from eligible employees under the University's Flexible Retirement scheme
- Identifying possible redeployment opportunities (See Appendix A)
- Inviting applications for consideration for voluntary redundancy where appropriate,
- Considering applications for early retirement (subject to Pension Scheme Regulations)

The University reserves the sole right to decide whether or not to accept a volunteer for redundancy, or for redundancy combined with early retirement.

## 6.0 CONSULTATION

- 6.1 In line with our aim to "value our people" and to ensure that we follow both best practice and statutory requirements, we will ensure that wherever possible, a meaningful programme of consultation takes place before any redundancies are confirmed.
- 6.2 The consultation will be with local union officials who will be free to inform national officials.

6.3 Consultation will address the issues of:

- Avoidance of redundancies
- Reducing the numbers to be made redundant
- Mitigating the consequences.

6.4 In consultation, the University will also disclose to recognised trade unions in writing the following details:

- Reasons for the proposals
- The numbers and descriptions of the employees to be dismissed as redundant
- Total number of employees of each description employed by the University
- Proposed method of selecting the employees to be dismissed
- Proposed method of carrying out the dismissal with due regard to any agreed procedure
- Such other information as a recognised trade union might reasonably request

- 6.5 The statutory consultation timeframes and processes will be followed unless there are special circumstances which render it not reasonably practicable for the University to meet fully the requirements for minimum consultation periods or disclosure of information, in which case the University will do all that is reasonably practicable towards meeting the requirements.
- Current legislation for consultation periods are:
- Where there are to be 20 to 99 potential redundancies - the consultation must start at least 30 days before any dismissals take effect

Where there are 100 or more redundancies - the consultation must start at least 45 days before any dismissals take effect. In the event of less than 20 proposed redundancies the university will consult for a reasonable period dependant on the circumstances and the number of employees involved. Consultation would always be for a minimum of 7 day period.

6.6 Individuals have the right to be accompanied at all stages of the formal consultation process by a companion who is a work colleague or trade union official.

## **7.0 SELECTION CRITERIA**

- 7.1 In the event that the consultation process and all other measures or considerations, including the invitation of volunteers, do not achieve the necessary reductions in costs or staff, the University will move to a compulsory redundancy process.
- 7.2 Once the pool for selection has been identified the University will, after consultation with the relevant recognised trade union(s) or employee representatives, decide the process to be used in selecting staff, which may include competitive interview for remaining roles, or assessing all staff against agreed criteria.
- 7.3 Where all staff are to be assessed against agreed criteria, individuals will be fairly and consistently assessed on a transparent and objective basis. **These could, for example include:**
- individual's professional specialism, or teaching discipline
  - individual record of contribution and performance as evidenced by the individual's employee review records
  - individual contribution in research, teaching, scholarship, income generation, academic administration, as appropriate
  - individual's demonstration of agreed RGU behaviours
  - disciplinary record
  - securing the retention of a balanced staffing profile appropriate to future needs

***This is not an exhaustive list and the University reserves the right to identify through appropriate consultation, selection criteria according to the nature of operational needs to secure the long term future of the University.***

- 7.4 If the decision is made to make redundant a post in which there is a single job holder, or where a particular unit/section/centre is to close down and therefore all the posts within the unit/section/centre become redundant, selection criteria will not be required.
- 7.5 In reaching any selection decisions the University will not discriminate on grounds of; age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, trade union membership or activity, or indeed any other considerations which are irrelevant to the performance of the job.

## **8.0 REDUNDANCY DECISION**

- 8.1 The authority to take a redundancy decision will be in accordance with the schedule of delegated authority for each circumstance approved by the Board of Governors from time to time.
- 8.2 All redundancy notices shall be communicated in writing and will set out the following:

- an explanation as to the reasons for the redundancy
- if appropriate, an explanation for rejecting any submissions or comments made by the employee
- detailed calculations of the redundancy payment due
- details of the right of appeal

## **9.0 PERIOD OF NOTICE**

- 9.1 Employees dismissed by reason of redundancy are entitled to notice
- 9.2 The University will endeavour to give as much notice as reasonably practicable but, in any case, the minimum periods of notice are as set out in the contract of employment or determined by legislation depending on length of service, whichever is greater.
- 9.3 Individual notices of dismissal will not normally be issued to employees in a collective redundancy situation until there has been sufficient meaningful consultation in accordance with the statutory requirements. Subject to this, however, the individual periods of notice may run concurrently with the statutory consultation period.
- 9.4 At the University's discretion, the employee may be requested to work the period of notice, may be placed on gardening leave, or may be paid in lieu of notice.

## **10. ALTERNATIVE EMPLOYMENT**

- 10.1 In order to minimise job losses the University will seek to offer reasonable suitable alternative employment to any employee whose post is at risk of being made redundant and the redeployment procedure (Appendix A) will apply.

## **11.0 PAY PROTECTION**

- 11.1 This policy will apply only to those positions that are considered by the University as potentially being 'suitable alternative employment' and are within two grade levels of the grade the employee is 'currently' on (i.e. up to two grades below the employee's current grade).
- 11.2 Where suitable alternative employment is being considered and/or offered as an alternative to prospective redundancy, the following conditions shall apply to their pay:
- the employee's pay will be *frozen* at its level immediately prior to the redeployment until the highest rate for the 'new' position "catches up"
  - pay protection shall be limited to two years from the date of the employee starting in the re-deployed post. At that point, should the employee's actual salary still be higher than the maximum salary point of the employee's new post, then the maximum pay

point on the grade for the new post shall apply with immediate effect

- employees may still register an interest for other positions out-with the two grade difference described in above, but pay protection would not apply
- the calculation of pay protection shall include contractual pay only e.g. Basic pay + any contractual allowances. Non-contractual payments (e.g., overtime payment, stand by or call out payments etc) shall not be included

## **12.0 REDUNDANCY COMPENSATION**

12.1 Employees with two years or more continuous service are eligible for a statutory redundancy payment.

12.2 Payment of the statutory and any discretionary elements will be in accordance with the University's Redundancy Compensation Scheme in approved use at the time the redundancies occur.

## **13.0 ASSISTANCE TO EMPLOYEES**

### **13.1 Time off during notice period**

Employees under notice of compulsory redundancy will be allowed a reasonable amount of paid time off to look for another job or to arrange training.

### **13.2 Counselling**

All employees, their spouses and any family members who live with them have access to the University's Employee Assistance Programme which provides a confidential 24 hour counselling service. Individual face to face sessions may be arranged where appropriate.

### **13.3 Career Management Support**

13.3.1 Employees under notice of redundancy who have at least two years continuous service at the date of termination of employment will be entitled to access Career Management Support.

13.3.2 Use of these services should normally be undertaken within 3 months of the issue of the notice of redundancy

13.3.3 The University has preferred suppliers who provide 'expert' outplacement support off-site.

13.3.4 A sum up to £1500 will be made available to individuals who are made redundant to enable access to outplacement support.

13.3.5 This support comprises a range of advice and support services tailored to meet individual needs.

13.3.6 The sum may, with prior approval, be used as a contribution to retraining for a career change etc (supporting evidence will be required for reimbursement).

## **12.0 REVIEW OF AGREEMENT**

The Policy and Procedure may be amended at any time following consultation with the recognised trade unions with a view to reaching agreement.

## Appendix A

### Redeployment Procedure

- Any employee whose post is at risk of being made redundant, or who is under notice of redundancy, will be placed on the Redeployment Register and they will receive details of all vacancies within the University.
- The relevant HR Business Partner/Adviser will also, in discussion with the potentially displaced employee, review the vacancy list with a view to the University identifying potential suitable alternative employment.
- The HR Department will, with the employee's permission, circulate the employee's CV to the Senior Manager distribution list to assist in identifying current or future potential vacancies.
- Any post which the University deems as suitable alternative employment, and which is not at a higher grade will be 'ring-fenced' whilst an evaluation of the individual against the vacancy takes place. This will apply to posts at the same grade and up to two grades below the individual's current grade.
- If the vacancy has already been advertised, the normal process for administering internal and external candidates' applications should continue, but the post should not progress to the interview stage meantime.
- The HR Business Partner/Adviser will review the vacancy with the appropriate Head of School/Department and conduct a matching exercise. If there is not a close match, based on sound objective criteria, the vacancy will be released for filling in the normal way.
- Where the match is considered insufficient, the employee will be informed of this in writing with reasons for the decision.
- If, however, there is a reasonable match between the requirements of the post and the profile of the employee who is potentially displaced, then that individual should have a preferential interview. A preferential interview is one which takes place prior to the post being advertised or, alternatively, prior to the normal selection process. The test to be satisfied is whether the potentially displaced employee would, with reasonable training and development, be sufficiently competent to fulfil the normally accepted requirements of the job within an acceptable timescale.

- Where, following such preferential interview, it is considered that an offer cannot be made (with or without further training and development), the employee will be informed of this in writing with reasons for the decision.
- Where an offer is to be made, the offer of suitable alternative work should be made in writing. The offer should explain how the new employment differs from the old, where appropriate, and must be made before the employment under the previous contract ends.
- Employees who unreasonably refuse an offer of suitable alternative work may lose their entitlement to redundancy pay. Unreasonable refusal may arise, for example, where the differences between the new and old positions are negligible.
- Any employee who is under notice of redundancy has a right to a trial period of four weeks in the alternative position. The purpose of the trial period is to give the employee a chance to decide whether the new position is suitable without necessarily losing the right to any entitlement to a redundancy payment. The four week trial period can be extended for retraining purposes by an agreement which is in writing, specifies the date on which the trial period ends and sets out the employee's terms and conditions after it ends. If the employee works beyond the end of the four week period or the jointly agreed extended period any redundancy entitlement will be lost because the employee will be deemed to have accepted the new employment. The time of trial does count towards an employee's total time on redeployment.
- Where the employee declines prospective suitable alternative employment, on reasonable grounds, after completing an agreed trial period, all redundancy entitlements shall be retained. However, where an employee unreasonably refuses the offer of suitable alternative employment (with or without a trial period), the University reserves the right not to make any redundancy payments.
- The University may also use the trial period to assess the employee's suitability. Should the University wish to end the new contract within the four weeks for a reason connected with the new position, the employee will preserve the right to any entitlement to a redundancy payment under the old contract. If the dismissal is due to a reason unconnected with redundancy, for example disciplinary action as a result of misconduct, the employee may lose that entitlement.

Further details on this process can be obtained from your line manager/the HR Department.