

Conditions of Service for Technical Services Job Family (Grades 1-5)

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APPENDIX A

1. General

The service of every Member is also subject to the University's Charter, Statutes, Ordinances, Regulations and Policies.

2. Medical Clearance

All new appointees are required to complete a medical questionnaire and return this to the Occupational Health Unit to ensure that they are appropriately supported whilst at work and that their work does not create any risk to their health. In some cases, it may be necessary for the new appointee to have an appointment with the Occupational Health Physician.

3. Probationary Period

All newly appointed staff, (including internal appointments and promotions, unless the appointment panel determines that it should be waived) will be required to undertake a probationary period before the appointment can be confirmed. The procedures governing the process, including the duration of the probation, are outlined in the University's [Procedure for Probationary Appointments](#).

4. Performance and Development Review

Every Member's post-probationary service shall be supported through an annual Performance and Development Review (PDR), in accordance with the procedures set out in the [Performance and Development Review Guidelines](#), a copy of which shall be made available to all staff.

5. Duties

Each member of staff shall be generally responsible to the Council for the performance of their duties and shall undertake such duties as may be reasonably required by the Head of Department or Dean of School.

6. Hours of Work

The basic working week is 37 hours. Hours of work are laid down by the Head of Department or Dean of School and are subject to the *Working Time Regulations (1998)*. The nature of a Member's duties may require, from time to time, work during hours outside of the normal requirements of a post. Hours worked in excess of the contracted requirement will attract time off in lieu or additional payment at the appropriate rates. Payment for overtime is at plain time where the weekly contracted hours and overtime hours total less than 37 hours per week. Further details may be found in the [Overtime Policy](#).

7. Residence

All members of staff are required to make such arrangements in regard to place of residence as will allow them to carry out effectively all their University duties and responsibilities and play a full part in the work and life of the University as appropriate to their job. The allocation of duties and responsibilities between staff cannot normally be modified to take account of residential factors.

8. Relocation Expenses

Subject to conditions promulgated by Council, the University will reimburse expenses incurred in the removal of household furnishings and effects by a Member when relocating to take up an

appointment of at least two years in the University. A resettlement grant, of up to the equivalent of one months' gross salary as at the time of appointment, may also be payable in respect of legal or other fees.

9. Holiday Entitlement

a) The annual holiday entitlement for full time staff is as follows

Basic Annual Leave entitlement	20 days
Annual leave entitlement after 5 years' continuous service (Increased holiday entitlement is not pro-rated on the basis of qualifying service being completed within a current leave year.)	25 days
Annual leave entitlement after 30 years' continuous service (Increased holiday entitlement is not pro-rated on the basis of qualifying service being completed within a current leave year.)	27 days

b) The leave year runs from 1st May to 30th April. Specific holiday arrangements are left to the discretion of the Head of Department or Dean of School concerned. Annual leave accrues at the rate of one-twelfth of the annual entitlement per month. A pro-rata entitlement, rounded down to the nearest half day, will accrue where employment begins or ends part way through a month.

c) Members of staff are entitled to carry over five days' unused holiday from one leave year to the next (pro rata if part time). On the termination of employment a member will be entitled to take paid holiday (or to receive payment in lieu) for any outstanding holiday entitlement. Where a member has exceeded their proportionate entitlement an appropriate deduction will be made from their final salary.

d) Where staff are required to work on a shift rota, exact details of their holiday arrangements will be set out in their letter of appointment.

e) There are also 14 other days' holiday in each year, being public or statutory holidays and such other days when the University closes at its discretion.

f) Members employed on a part-time basis will receive a pro rata entitlement to the above.

10. Remuneration

a) Salaries are paid in arrears, in equal monthly instalments, on or before the last day of each month, by direct transfer to private bank accounts. (Some staff are paid four weekly in arrears and this will be set out in their letter of appointment). Every Member shall receive a copy of their salary/wage slip.

b) The remuneration of Members shall be in accordance with the current national scale negotiated between the Universities and Colleges Employers Association and the trade unions.

c) For staff on incremental scales, the normal incremental date is 1 August except that a Member appointed on or after 1 March in any year shall, where applicable, receive a first increment on 1 August the next year. The incremental date shall be taken into account when determining a starting salary.

d) Lump sum payments, accelerated increments and advancement to or through the contribution section above a grade may be agreed in accordance with the [Reward Review procedures](#). The

appropriate University Committees shall consider annually proposals for these awards. Proposals shall normally be made by the Head of Department or Dean of School, but any Member shall be entitled to make a self- submission to the appropriate Committee.

e) Grades are determined by the job evaluation scheme introduced in 2006. Proposals for re-grading must include evidence of the development of a member's role to include substantial aspects of a higher grade as shown in the appropriate job family

11. Retirement and Superannuation

a) All members of staff employed for three months or more will normally be enrolled in the [Local Government Superannuation Scheme](#), the occupational pension scheme adopted by the University. Contributions at the appropriate rate will be deducted from your salary for this purpose. The Local Government Superannuation Scheme is contracted out of the State Earnings-Related Pension Scheme (SERPS). You have the option of joining/remaining in the Local Government Superannuation scheme or of making other arrangements for your pension and should indicate whether you wish to join/remain in/or leave the Local Government Scheme by completing the appropriate parts of the [Pension Option Form](#) and returning it to Human Resources in advance of taking up your appointment in the University. Any questions you may have regarding your pension arrangements should be directed to the Superannuation Officer in the University Finance Office.

b) From 1 October 2011, the University will not have a normal retirement age for staff. Any member who wishes to retire may do so by giving the appropriate contractual notice.

12. Death Benefit

In the event of a Member dying whilst in the service of the University before retiring on pension, the University may at its discretion pay to such one or more of the dependants of the deceased Member sums as follows:

During the first year of service	1 month's salary
One to two years' service	2 months' salary
Two to three years' service	3 months' salary
Three to four years' service	4 months' salary
Four to five years' service and thereafter	5 months' salary

The word 'dependent' shall, in this context, have the same meaning as it has for the purposes of Income Tax rules and if, and to such an extent as, such meaning does not include any person who is or was wholly or in part dependent on the earnings of the deceased Member, the expression includes any such person by way of addition.

13. Family Leave

The family leave procedures set out the University's current arrangements for a variety of family leave, in accordance with statutory provisions, including:

- [Maternity leave](#)
- [Paternity leave](#)
- [Adoption leave](#)
- [Keeping in Touch days](#)

- [Parental leave](#)
- [Time Off to Care for Dependents](#)

14. Special Leave and Leave of Absence

a) Special Leave is leave, with pay, for specific purposes as set out below:

- i. To attend courses, conferences or other meetings associated with their work.
- ii. To attend to urgent family affairs or because of the prolonged illness of a member of the family. Normally such compassionate leave will be granted without reduction of salary and allowances for a period not exceeding two weeks. The granting of compassionate leave does not affect any entitlement a Member may have to paternity leave, unpaid parental leave and for unpaid time off to care for dependents.
- iii. To undertake civil or public duties.
- iv. To discharge duties as an officer of a recognised trade union.
- v. To participate as a member in the affairs of a recognised trade union.
- vi. To seek alternative employment or to arrange re-training for such alternative employment where the Member has been made redundant.
- vii. To visit other institutions (either UK or overseas) on an exchange, secondment or other basis, not being Study Leave or Leave to Accept an Externally-funded Award as described in Ordinance XV.

b) Leave of Absence may be applied for, normally without pay, for purposes not included in (a) above or in Ordinance XV (Study Leave and Leave to Accept an Externally-funded Award), for example, to have a career break to devote an extended period to child or elder care.

c) Conditions

- i. Special Leave and Leave of Absence for any period up to four weeks may be granted at the discretion of the Head of the Department for the purposes set out above, subject to the Dean or the Chief Operating Officer (for support services staff) being informed and, except in the case of compassionate leave, to suitable arrangements being made to cover the applicant's duties. Written applications, stating the purposes for which leave is sought and the proposed arrangements for meeting those purposes, should be made as far in advance as possible. Normally, except for compassionate leave, no less notice should be given than the length of time for which leave is sought. If the Head of Department declines to approve the application, the Member may appeal to the Dean or the Chief Operating Officer (for support services staff), to override the Head of Department's decision.
- ii. Special Leave and Leave of Absence, on financial terms to be agreed, for periods greater than four weeks, but less than nine months, may be granted at the discretion of the Dean or the Chief Operating Officer (for support services staff). Application shall be made in writing through the Member's Head of Department, stating the purposes for which leave is sought, as soon as possible and normally no less than six months in advance. The applicant's Head of Department shall be

required to express an opinion to the Dean or Chief Operating Officer on the application, particularly in regard to the proposed period of leave and to any arrangements for discharging the member's duties within the University during such a period. If the Dean or Chief Operating Officer declines to approve the application, the Member may appeal to the Deputy Vice-Chancellor to override the decision.

iii. All applications for Special Leave and Leave of Absence for periods greater than nine months and also any applications which the Dean or Chief Operating Officer considers to raise issues of principle shall be referred to the Deputy Vice-Chancellor for consideration.

iv. All decisions on applications for Special Leave or Leave of Absence in excess of three months shall be reported to Council.

v. An employee who is granted special leave or leave of absence in excess of six months shall be deemed to have resigned from any committees or other bodies of the University to which they may have been elected, appointed or co-opted with effect from the first day of their leave, and shall forego active participation in the affairs of any committee or University body of which they are an ex-officio member during the period of their leave.

15. Sick Leave and Sickness Benefit

a) In the event of absence due to sickness or injury, notification must be given, by telephone or in writing, to the Head of Department or Dean of School on the first day of absence, or as soon as reasonably practicable thereafter. In the case of late notification of incapacity without good cause, the University may withhold an appropriate amount from any payment of sickness benefit. Employees should use a self-certification form to cover the first 7 days of absence. For absences of more than 7 (calendar) days, employees will be required to submit a medical certificate from a doctor to the Head of Department or Dean of School.

b) Members of staff are entitled to the following sickness benefit subject to the required medical certification of absence:

During the first year of service	One month's full pay and (after completing four month's service) two months' half pay
During the second year of service	Two months' full pay and two months' half pay
During the third year of service	Four months' full pay and four months' half pay
During the fourth and fifth years of service	Five months' full pay and five months' half pay
After five years of service	Six months' full pay and six months' half pay

The Council has discretionary powers to extend these benefits.

The full pay allowance is the amount which when added to statutory sick pay, state sickness or invalidity benefits, compensation payments or any other payments under any Social Security or Compensation legislation is the equivalent of the Member's normal full pay.

The half pay allowance is a sum equal to half normal pay plus any of the above benefits received, or receivable, provided that such sum shall not exceed normal full pay.

The entitlement during any period of absence shall be ascertained by deducting from the Member's entitlement any periods of paid sickness absence during the twelve months' immediately preceding the first day of the current absence.

c) A Member who is absent as the result of an accident shall not be entitled to sickness pay if damages may be receivable from a third party in respect of the accident. In such event the University may, having regard to all the circumstances, advance to the Member a sum not exceeding the sickness allowance otherwise payable under this Condition, subject to the Member undertaking in writing to refund to the University the total amount of such sum or proportion thereof represented in the damages received. Any period of incapacity for work in such a case where a refund of the sum advanced to the Member is made in full shall not be recorded for the purpose of this Condition. Where however a refund is made in part only the University shall have discretion as to what extent the period of incapacity shall be recorded.

d) Qualifying days for payment of statutory sick pay shall be those days on which the Member is normally required to work under a contract of employment.

e) Any Member who is unable to perform their normal duties as a consequence of a medical condition may be required to undergo an examination by a medical practitioner nominated by the University at any time. The costs of any such examination will be borne by the University.

f) Detailed guidance can be found in the [Sickness Policy](#).

16. Notice Period

An appointment is subject to one calendar month's notice on either side. The University will give one calendar month's notice, rising by one week for each successive year's continuous service, up to a maximum of twelve weeks' notice after twelve years' continuous service.

17. Grievance Procedure

An employee may raise a grievance about action which the University has taken or is contemplating taking in relation to them, or the actions of work colleagues.

- **Informal stage.** In the first instance an employee should discuss the matter informally with their immediate Supervisor or line manager.
- **Formal stage.** If the matter is not resolved and the employee wishes to raise a formal grievance they must set out the details in a written statement that should be sent to their Head of Department/Section. [If the grievance refers to the actions of their Head of Department/Section the statement should be sent to the Dean of the Faculty or in the case of non-Faculty sections, the Chief Operating Officer.] The person considering the grievance will meet the employee to discuss the matter within 10 working days of receipt of the written statement. The employee may be accompanied by a work colleague or a union representative at this meeting. In some cases it may be necessary to adjourn the meeting to allow for an investigation of the issues to take place. Within 10 working days of the meeting, or any resumed meeting, the person considering the grievance will send the employee a written statement of their decision and the reasons for it. The employee will be notified of their right to appeal if they are not satisfied with the outcome.

- **Appeal stage.** An employee who is not satisfied with the decision reached at the first formal stage will have 20 working days in which to lodge an appeal by submitting a written statement stating the grounds for the appeal. If an appeal is not lodged within this period no further action will be taken on the grievance. All interested parties will be informed that the grievance procedure has been concluded.

Appeals against decisions made by Heads of Departments/Sections must be sent to the Dean of the Faculty or in the case of non-Faculty sections, the Chief Operating Officer. Appeals against formal stage decisions by a Dean or the Chief Operating Officer must be sent to a Pro Vice Chancellor. The person hearing the appeal must not have been previously involved in any way with the grievance or be a line manager for the employee bringing the grievance. The person hearing the appeal will meet the employee to discuss the matter within 10 working days of receipt of the written statement. The employee may be accompanied by a work colleague or a union representative at this meeting. Within 10 working days of the meeting the person considering the appeal will send the employee a written statement of their decision and the reasons for it. This decision will be final.

Any person(s) named in a grievance will have the right a) to receive a copy of the grievance statement, and b) to present a written statement answering the grievance with 5 working days notice. They may also be requested to answer questions at the formal or appeal stage meetings and may be accompanied by a work colleague or a union representative.

In exceptional circumstances it may be necessary to extend the time limits set out in the above procedure.

- **Outcomes.** Depending on the nature of the grievance the outcomes from a complaint being upheld may include; an alteration of working practices, a change to conditions of service or disciplinary or other action taken against other employee(s).

An employee who raises a grievance that is not upheld and is found to be vexatious or malicious may face disciplinary action.

Approved by Council 19 December 2006

18. Discipline

The following procedure does not apply to the termination of a member's appointment for any reason which is not disciplinary or to the termination of appointment of a probationary member or a member with less than six months' service. In the event of formal disciplinary action being considered necessary, the normal sequence of events will be:

A formal verbal warning given by the employee's Head of Department or Section or their nominee in the presence of a Trade Union representative or fellow employee selected by the employee. A record of this warning will be placed on the employee's personal file and removed if no further disciplinary action occurs within the succeeding 6 months. A written warning given by the employee's Head of Department or Section or their nominee. A copy of this warning will be placed on the employee's personal file and, if requested by the employee, also be given to the Trade Union representative. The warning will be removed from the employee's personal file if no further disciplinary action occurs within the succeeding 12 months. A final written warning given by the Head of Department or Section or their nominee which will warn that dismissal, transfer or demotion may take place if there is no improvement in performance/conduct. A copy of this warning will be placed on the employee's personal file and, if requested by the employee, also be given to the Trade Union representative. The warning will be removed from the employee's personal file if no further disciplinary action occurs within the succeeding 2 years.

In the case of serious misconduct, it may not be practicable to follow this sequence of events and the University reserves the right to suspend the member on full pay whilst investigating the matter and, subsequently, to summarily dismiss the member. Such suspension will be notified to the member in writing and, if they choose, to a representative of the trade union appropriate to their employment. The member will be advised of their right to be accompanied by a representative of the trade union appropriate to their employment, or other colleague of their choice, for the purpose of making a statement, during such investigation, regarding their conduct.

A member shall be entitled to appeal against any formal disciplinary action taken, including dismissal, in accordance with the procedures set out in the document '[Disciplinary Procedure - Appeals](#)', a copy of which may be seen in the office of the Chief Operating Officer or Human Resources. In every case where formal disciplinary action is taken, the person giving the warning shall furnish a copy of the appeals procedure document to the member concerned at the time of notification of the disciplinary action. (*amended July 1995*)

19. Redeployment Flexibility

The University has the right to re-deploy staff from one post or area to another. The [Redeployment Policy](#) sets out provisions for re-deployment and the procedures to be followed if redundancies are necessary. There is also an Agreement on Job Security between the University and UNITE. ([Appendix A](#)).

20. Travelling Expenses and Subsistence Allowance

The University shall reimburse expenditure incurred by Members travelling on approved University business on such scales and in accordance with such conditions laid down by the University.

21. Copyright, Inventions, Discoveries and Patents

The University seeks to maximise the worth and use of the information resources that it provides for the benefit of members in their duties and expects that reproduction of copyright material will be a normal part of a member's activities. To this end, members are required to reproduce material in a proper manner, whether by means of legislative permissions, by licence or by direct permission from rights holders. For further information see the University's Copyright web pages at <http://www.lboro.ac.uk/admin/copyright>.

All copyright and/or database rights in all work produced by a Member (including but not limited to all literary works, software, firmware, courseware, and related material) arising as a result of their work for the University shall belong to the University with the following exceptions:

1. Save for any intellectual property contained or referenced within the same (that the University claims under Condition 26), or emanating from specifically commissioned work as well as externally supported and/or collaborative research, the University shall not assert any claim to the ownership of copyright and/or database rights in research outputs.
2. Copyright of reading lists is jointly owned by the University and the member responsible for its creation.

If a work consists of any other material produced in the course of a Member's duties, the University will negotiate with the author or artist on whether or not the Member shall enjoy or participate in the benefit of any copyright and/or database right in said material (and if so on what terms).

Where the University does not assert any claim to ownership of copyright/database right (as detailed above) the Member shall own such copyright/database right, subject to granting to the University an irrevocable royalty-free perpetual licence to copy such materials onto any University electronic repository, including the right (without seeking consent) to make necessary changes in accordance with technical requirements of such repository.

All copyright and/or database rights in all work produced by a Member (including but not limited to all literary works, software, firmware, courseware, and related material) arising as a result of their work for the University shall belong to the University with the following exceptions:

Save for any intellectual property contained or referenced within the same (that the University claims under this Condition), or emanating from specifically commissioned work as well as externally supported and/or collaborative research, the University shall not assert any claim to the ownership of copyright and/or database rights in:

- (i) Research outputs in the form of: academic publications (including the publication of an abstract, article, data sets or paper in a journal or electronic repository, or its presentation at a conference or seminar, or its record of discussion in academic seminars, tutorials and lectures, or books, theatrical works (including plays), musical works (including lyrics and scores), or other artistic works.
- (ii) Audio or visual aids created to support the delivery of lectures, tutorials or other class contact sessions.
- (iii) Student theses or project reports
- (iv) Test / examination questions and/or model answers.

If a work consists of any other material produced in the course of a Member's duties, the University will negotiate with the author or artist on whether or not the Member shall enjoy or participate in the benefit of any copyright and/or database right in said material (and if so on what terms). Where the University does not assert any claim to ownership of copyright/database right (as detailed above) the Member shall own such copyright/database right, subject to granting to the University an irrevocable royalty-free perpetual licence to copy such materials onto any University electronic repository, including the right (without seeking consent) to make necessary changes in accordance with technical requirements of such repository.

If at any time during an engagement any Member shall either alone or jointly with any person or persons make or discover any invention which might reasonably be considered to be patentable or capable of commercial exploitation whether in the course of carrying out duties expressly assigned by the University or relating to any articles matters or processes which are or have been the subject of investigation examination research or design by the University such Member shall promptly give to the Chief Operating Officer of the University full information and particulars in relation thereto fully freely and confidentially (disclosing the same to no other person firm or Company) and at the request and cost of the University shall

- (i) join with and assist the University (or its nominee as the University shall direct) in obtaining Letters Patent or other protective rights in relation thereto in any parts of the world;
- (ii) generally from time to time at the request and cost of the University execute and do all documents acts and things which the University may require for the purposes of vesting in the University (or as the University shall direct) and the Member the sole beneficial right to an interest in every such invention and all Letters Patent or other protective rights which may have been obtained in relation thereto.

The University shall be entitled to undertake the further development and exploitation of the invention and the Member shall do all things necessary to assist the University in respect thereof including Without Prejudice to the generality of the foregoing any one or more of the following or such other thing(s) as the University may direct:

- (i) refer the invention to a third party for assessment and if it thinks fit exploitation under its auspices;
- (ii) apply or join with the University in applying for patent protection in the United Kingdom or elsewhere;
- (iii) enter into appropriate agreements for protecting the secrecy of the invention unless and until it is patented;
- (iv) collaborate with the University in the exploitation of the invention.

Without prejudice to the rights of the University under the foregoing sub- paragraph the University (save in the course of sponsored research where the benefits of the results of a project may be the property of the sponsor) will in case the University obtains Letters Patent in respect of any such invention for its own absolute and beneficial use and turns the same to profitable account pay half of the net resulting profit to the Member or among the Members concerned with the invention (and if there be more than one such Member in such proportions between them as the University shall unilaterally direct). Such net resulting profit shall be struck after providing for the reimbursement to the University of all the costs and payments incurred in and about applying for and obtaining protective rights for the invention and in developing and turning or seeking to turn it to profitable account and (if the University so requires but not otherwise) a fair and reasonable charge for any use made by the Member or Members concerned with the invention of University property equipment and personnel in investigating and developing the invention. For the avoidance of doubt the provision for the division of net profit does not and is not intended to supersede the Member's rights under the Patent Act 1977 or any amendment thereto.

(Save in the case of inventions touching sponsored research) if after any such invention has been communicated to the University the University does not desire to acquire the exclusive benefit thereof then on receipt of written notice to that effect from the Chief Operating Officer of the University the Member or Members of staff concerned with its discovery shall be free to protect the same at their own cost and retain for themselves the exclusive rights thereto. Such notice by the Chief Operating Officer shall be given within a reasonable period but in no case shall it exceed a period of six months from the date of communication.

The application of the provisions of this Condition may only be varied by agreement in writing with the Chief Operating Officer of the University.

22. Emergency Call-Out

Under Review

23. Protection of Rights

- a) In accordance with the general expression of its Charter the University is committed to a policy of equality and diversity in which all individuals are selected for appointment, given access to training facilities, considered for promotion or other salary advancement, and otherwise treated solely on the basis of their individual merits and abilities with a view to ensuring that no individual receives less favourable treatment on any ground not compatible with good employment practice.
- b) All Members are free to communicate their political, religious, social and academic views in private and in public provided that this is explicitly done in their own name and not in the name of the University and that the communication does not refer to any connection with the University unless it is relevant to the subject matter of the Member's communication.
- c) The University supports the system of collective bargaining and recognises [Unite](#) as having sole negotiating rights for support staff in the Technical Services job family grades 1-5.

APPENDIX A

Job Security Agreement between Loughborough University and UNITE

Introduction

Loughborough University recognises that it has a responsibility as an employer to provide employees with secure and stable employment. However, Loughborough University and UNITE jointly accept that there may be changes in competitive conditions, organisational requirements and technological developments that may affect workforce requirements. Employees will have to show flexibility and adaptability if this goal is to be reached. This agreement has the objective of :-

- a. avoiding compulsory job losses where possible
- b. safeguarding the interests of employees while allowing management the flexibility to respond to changing demands
- c. ensuring that consultation and communication takes place between the parties
- d. providing an opportunity, in the event of re-organisation, for employee retraining and personal development

It applies to all employees on open ended contracts represented by UNITE irrespective of the hours they work, their age, gender, disability, ethnic origin, or the length of their employment. It will be activated in circumstances where :-

- a. The requirements for a certain post or type of work ceases or diminishes
- b. the requirements for a certain post or type of work in a particular location ceases or diminishes
- c. there is a perceived need for financial savings, re-organisation of work, introduction of new technology or closure of a workshop or section.

The University will consult with UNITE if these circumstances arise. The prime objective of the consultations shall be the avoidance of compulsory redundancies. However, when faced with individual cases it will remain the employees decision to have UNITE representation or not. There will be four stages to this agreement. The first three will run concurrently. Additionally the individual has the right to accept or decline union representation at any of these stages. They are:-

Re-deployment
Voluntary severance
Other measures short of redundancy
Redundancy

Re-deployment

Re-deployment from one post or area to another may become necessary to respond to changing priorities and/or to help avoid redundancies. Re-deployment can be authorised only by the Operations Sub-Committee, acting on behalf of and reporting decisions to Council. The circumstances which may lead to a proposal for re-deployment may vary but in all cases an initial informal consultation with the individual concerned shall be followed by a reasoned written proposal with at least two weeks allowed for a written response. The individual will be given the opportunity to involve UNITE at this stage. The proposal and any response from the individual or UNITE will then be considered by the Operations Sub-Committee, and in all cases the following shall apply:

- a) An individual's existing salary and salary expectations in their current grade will not be reduced.
- b) Any re-training will be fully funded by the University (including travel and accommodation costs if necessary).
- c) If a subsequent vacancy occurs in the area from which an employee has been re-deployed that employee will not be denied the opportunity of being considered for that vacancy. If the vacancy occurs within three years of re-deployment the employee will be offered a preferential interview for that vacancy.
- d) When any re-deployment involves a change of Conditions of Service the employee concerned will retain any more favourable conditions on an individual basis for a transitional period of 12 months.
- e) Individual employees will have the right to use the Grievance Procedure if they feel that re-deployment is inappropriate.
- f) If re-deployment cannot be agreed with an individual, group or section then voluntary severance will be the next concurrent step taken.

Voluntary severance

Early retirement terms and/or voluntary redundancy payments may be made available by the University. Details of the terms shall be made available to all relevant employees.

Other measures short of redundancy

Consideration will be given to :-

- a. imposing a recruitment ban
- b. restricting the use of temporary or casual/contract employees
- c. with the agreement of the employees concerned implementing alternative working patterns, such as short-time working, job-sharing and part-time employment

Redundancy

If it becomes clear that the above measures are insufficient the University shall begin formal consultations with UNITE. Meetings between the University and UNITE shall be held as required so that the fullest and most careful examination of the issues will be possible. All necessary information will be provided so that the union may form a proper understanding of the circumstances leading to the University's proposals.

UNITE will in all cases be given adequate notice of any meetings held under this procedure and will have the right to agree suitable dates.

If, following these consultations, the Operations Committee still sees a need for compulsory redundancies it shall recommend to Council that redundancies be declared. Formal notice of this recommendation and any subsequent resolution of Council shall be provided in writing to UNITE together with the detailed arrangements that will apply in the event that redundancies are actually needed. These shall include:-

- a. the process for the selection of employees for redundancy
- b. timing of redundancies
- c. possibilities for re-deployment, including re-training
- d. job search assistance
- e. pension advice/arrangements

Every effort will continue to be made in order to minimise the number of redundancies. Where, despite the foregoing, the need for redundancies continues, the University will consult with UNITE on the selection criteria to be used. The criteria will be drawn up in the light of each redundancy situation with the following factors normally taken into account:

- a) Skills and qualifications needed for the future
- b) Standard of work performance
- c) Attendance
- d) Disciplinary record
- e) Length of service

Most weight will be given to the first two factors. Care will be taken to ensure that objective measures, including existing performance indicators, are used wherever possible and that the selection criteria does not discriminate unfairly.

All employees who are identified as being redundant will be seen by their Head of Department on an individual basis. At this point the individual will be informed of the circumstances concerned, both verbally and in the form of a written letter. The written letter will state the circumstances surrounding the redundancy, if any re-deployment is available or to be proposed at a later date and of their right to appeal through the appropriate stages of established Grievance Procedures.

Every effort will be made to re-deploy and/or re-train employees to fill suitable vacancies with the University. Where an offer of alternative employment is made the University will take into account the individual's current pay, conditions of service, hours of work, current state of health and family circumstances. Where the individual does not wish to accept an offer of alternative employment they will be entitled to decline without prejudice to any redundancy package currently on offer.

Employees will be entitled to six months formal notice of redundancy plus a statutory redundancy payment. In certain circumstances employees may prefer to leave prior to the expiry of this notice period, and wherever possible arrangements will be made so that this may happen. An employee who leaves against the wishes of the University before their notice expires is liable to forfeit rights to a proportion of their redundancy payment. Employees who are being made redundant will be given every possible assistance by the University, including:-

- a. reasonable time off with pay to find alternative employment
- b. assistance with typing, stationery and access to a telephone
- c. payment for outplacement, including job market advice, help with cv writing and interview techniques
- d. the provision of financial advice and welfare counselling

In the event of redundancy the University will liaise with other employers, employment agencies and the Department of Employment in an effort to locate alternative sources of work, within the locality, on behalf of the declared redundant employee. *(Introduced July 2000)*

