1. **Introduction**

The University aims to protect the security of employment for its staff by implementing a clear and fair redeployment procedure.

The purpose of this procedure is as follows;

- To retain valuable skills and knowledge within the University;
- To ensure a fair and consistent approach is adopted in the management of redeployment;
- To provide effective support for members of staff using this procedure;
- To ensure the University meets all its legal obligations.

The circumstances in which the redeployment procedure shall be used are set out below. It is important to emphasise, however, that redeployment is not a substitute for effective performance management nor is it intended as a mechanism for members of staff wanting a new job or change of career.

The effectiveness of this procedure is dependent upon the full cooperation of managers and staff involved in the process.

This procedure supersedes all previous policies and procedures on redeployment but does not affect any individual arrangements in place prior to 1/4/08.

2. **Application and Scope**

This procedure applies to members of staff who have completed any relevant probationary period whose contract has not already expired or terminated, in the following circumstances;

For the purposes of avoiding redundancy,

- Where a fixed term contract is due to expire within the next three months (or less) and the member of staff requests assistance in finding alternative employment within the University;
- Where a member of staff is medically unfit to continue in their current role and all reasonable adjustments to the current role have been exhausted;
- Other substantial reasons that puts a member of staff’s employment at risk. In rare circumstances, for example where the University has a legal obligation relating to a grievance or harassment, redeployment may be sought. This shall be on an exceptional basis following an investigation where one of the recommendations is redeployment and this recommendation is agreed by the Director of Human Resources.

2.1 **Suitable Alternative Employment**

In normal circumstances ‘suitable alternative employment’ will not usually be considered to have inferior terms and conditions, unless the staff member asserts to this prior to redeployment, and is similar in the following terms:

- Skills, knowledge, experience and competences of the post
- Terms and conditions (including grade and salary)
- Location
- Working environment
A role could become suitable when the duties of the post could be met by the provision of reasonable training and development.

3. **General Principles**

All members of staff who are seeking redeployment or require to be redeployed must meet the criteria defined in section 2.

During the redeployment period staff shall remain in post and shall be the budget and management responsibility of the Faculty/Service where they are working during the redeployment period.

The member of staff may be represented or accompanied by a workplace colleague or trade union representative in accordance with their statutory right at all redeployment meetings held with their line manager and/or Human Resources. The member of staff may seek advice from a trade union representative at any time throughout the redeployment procedure. It is the member of staff’s responsibility to arrange representation by a trade union representative or work place colleague, who may attend in a supporting capacity.

4. **Process**

This procedure has been designed to assist members of staff in securing alternative employment within the University.

4.1 **Redeployment Period**

Redeployment shall be sought for a maximum period of three months or to a known termination date. This shall be defined as the ‘redemption period’. This period may be less in circumstances where, for example, a fixed term contract is for a short duration. Any extensions to the redeployment period shall be on an exceptional basis and would be dependent upon individual circumstances and require approval by the Director of Human Resources or his/her representative.

4.2 **Redeployment within Faculty/Service**

Responsibility for redeployment lies, initially, with the Head of Faculty/Academic Unit/Service in which the member of staff is located or reports and every effort should be made within the relevant Faculty/Unit/Service to find a suitable alternative position for the member of staff, unless there are objective reasons (for example where there are no vacancies or the redeployee does not meet the person specification for a vacancy) why redeployment within the Faculty/Unit or Service is not appropriate.

Providing the work and status are similar, and following consultation and reasonable notice, Heads of Faculty/Unit or Service can reallocate staff within their span of control to alternative duties or locations, provided adequate additional training is given where required, unless objective reasons exist to prevent the deployment proposed.

If no suitable employment can be found within the Faculty/Unit or Service then the manager shall organise to meet with the member of staff to discuss whether redeployment within the wider University should be sought. If the outcome of the meeting is that redeployment within the wider University should be sought then section 4.3 applies.

4.3 **Redeployment within the wider University**

The line manager should inform the HR Manager that the member of staff is seeking redeployment.

HR will then place the member of staff on the redeployment register so that they will be notified of all vacancies within their job family and level. If desired a redeployee can request a meeting with a member of HR to discuss the procedure. The member of staff can also request to be informed of vacancies within a different job family or level is this is appropriate. The final decision on whether roles in a different job family or at a different level are suitable will rest with the HR Department.

The member of staff is expected to take a pro-active role in trying to secure redeployment, supported by the HR Department, including:
• Assessing the suitability of any new vacancies that arise;
• Making every effort to co-operate in any assessment and interview processes that the University requests that they participate in;
• Exercising flexibility with regards to potential alternative posts.

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

4.4 Opportunities

Any member of staff who is identified as a redeployee will be added to the University’s on-line recruitment system by HR which will automatically send them details of any suitable vacancies which arise during their defined redeployment period. Suitable vacancies will be those that have been identified as appropriate as set out elsewhere in this paper. A suitable match will usually be in the same job family, at the same level, with the same or similar working patterns, or as agreed in the redeployment meeting.

• If the employing Academic Unit or Service agree the suitability of the candidate and if the member of staff agrees the match they should be offered an interview
• If requested by either the recruiting manager or the individual, an HR representative may attend the interview to assist in assessing suitability.

Please note that posts open to redeployees' may also be advertised to other University and/or external candidates at the same time. However, the University will aim to undertake to interview redeployee candidates who are judged to have met the essential criteria prior to other candidates. In normal circumstances consideration of redeployee applications and interviewing will take place on a date prior to other applicants. However, in rare instances where due to the availability of an interview panel this is not possible shortlisting and interviewing may take place on the same date. However, where this occurs a member of HR will be present at the interview stage to ensure that the appropriate consideration is given to the redeployee’s application and whether they could undertake the role in a realistic timeframe with appropriate guidance and training.

If the member of staff identifies a job that they would like to be considered for, they are required to submit an application within a specified timescale in accordance with standard recruitment procedure.

A member of staff may apply for any post University post during the redeployment period but if this is not deemed to be a suitable post then redeployment arrangements will not apply.

Academic Units and Services undergoing a restructure are not expected to give prior consideration to transfer in members of staff from other Schools/Services whilst their own restructure is in process where they have staff to reallocate within function first.

4.5 Offers

All offers of employment made, as a result of this procedure, will be made in writing on receipt of a reference from the previous line manager(s) and subject to other employment checks identified as required. Offers should be made before the member of staff’s existing contract comes to an end or on a mutually agreed date between the redeployee and the appointing and employing manager. The start date for the new employment should be immediately after the ending of the original contract, which would maintain continuity of employment. Many offers of redeployment are subject to a trial period (see section 6).

4.6 Unsuccessful Candidates

Where a member of staff is proposed as ‘not appointed’ following an interview, as a result of this procedure, the interview panel will provide written feedback as to the objective reasons to the HR Department. Where the decision is challenged then the Dean/Registrar and COO will adjudicate.

Where a member of staff seeking to be redeployed is put forward for ‘prior consideration’ and then refuses a subsequent offer of employment, the University reserves the right to proceed to dismissal in accordance with the relevant HR ordinance/procedure. Entitlement to the provisions of redundancy may be forfeited. The member of staff would need to provide valid reasons for rejecting the offer in writing within 5 working days of receiving the offer to the Director of Human Resources who will adjudicate.
5. **Supporting Staff**

If the member of staff is seeking redeployment because the role they hold is at risk of redundancy, the Unit/Service where the redundancy is taking place has overall responsibility for the individual affected. It is essential, therefore, that the Unit/Service builds sufficient staff development and support activities into the overall cost of the exercise.

6. **Trial Period**

Staff at risk of redundancy have a statutory right to a trial period of four weeks where the new contract differs from the original contract. A trial period may also be used where suitability for the post is disputed or unclear.

Where a trial period is agreed the following should take place:

- The line manager should set out clear and reasonable performance targets, hold regular review meetings with the individual to assess progress and keep a record of the meetings.
- The trial period can be extended by mutual agreement for retraining purposes. The extension should be documented specifying the revised end date.
- Where the trial period is not successful, and the appointment cannot be confirmed, the member of staff will be informed of the reasons for the decision in writing and, barring any other redeployment positions being available, the original employment will terminate at the due date.
- Where the trial period is successful and the appointment is confirmed the redeployment period will come to an end. The new contract will become the individual's substantive post.
- The notice period may be extended to accommodate a trial period.

7. **Protection of Earnings**

The member of staff will remain on their original terms and conditions throughout the redeployment period. Any offers of redeployment will usually be made on the terms attached to the post on offer, except in the following circumstances:

7.1 **Ill Health**

A member of staff who is redeployed due to illness or injury may be eligible (where appropriate) to mark time on their existing salary, as a personal salary, until the new salary equates to or exceeds this amount, or for a maximum period of two years. The difference between the established level/salary for the post and the member of staff’s protected salary will normally be met by the ‘new’ employing School/Service.

7.2 **Redundancy**

The Director of Human Resources will set out the provisions for pay protection in a redundancy situation, where taking a lower paid job, following representations from trade union or employee representatives and will determine:

- Whether pay protection is applicable in the circumstances of the redundancy situation
- The duration of pay protection (for a maximum of one year from taking up the new role)
- The Spine Point that pay will be protected against
- Any specific objective justification over and above the requirement to mitigate the consequences of redundancy
- What the impact on pension membership/benefit (if applicable) would be on the employee
- Pay protection applies to basic annual salary only (and does not include earnings from overtime, on-call, shift, bonus, etc. payments).
- Pay protection applies to pay only and entitlement to other terms and conditions will be at the new lower paid job.
- Pay protection will not be payable where an employee accepts a lower paid job over a job at their current level.
8. Temporary Redeployment
In exceptional circumstances it may be necessary to temporarily redeploy staff to a temporary post (not exceeding 6 months). In such cases staff shall be expected, through discussion and agreement, to be flexible regarding their working arrangements, taking into account their personal circumstances and commitments.

9. Dismissal and links to ordinances
This procedure is designed to operate alongside the University’s other procedures. It is not intended to replace these procedures nor does it affect the rights of a member of staff to appeal against any proceedings.

9.1 Redundancy
Where a member of staff is at risk of redundancy and it is not possible to secure alternative employment through this procedure, the redundancy ordinance (for academic staff and staff at levels 4 and above) or redundancy code (for levels 1 – 3) will apply.

The provisions of either redundancy procedure or any contractual notice period may run concurrently with the redeployment period.

Staff at risk of redundancy have a statutory right to a trial period of four weeks where the new contract differs from the original contract, (see point 6 above). The trial period exists to give the member of staff a chance to decide if the job is suitable without losing the right to a redundancy payment. However, an individual who unreasonably declines an offer of suitable employment, by the end of, or during the trial period, may lose their entitlement to a redundancy payment.

If the University chooses to end the new contract within the four week trial period for a reason connected with the new job the member of staff is still entitled to a redundancy payment under the old contract. Other suitable alternative employment will be sought, where practicable.

If the University terminates the employment on other grounds, such as gross misconduct, and the individual is not dismissed for reasons of redundancy they will not be entitled to receive a redundancy payment.

If the member of staff works beyond the end date of the trial period any redundancy entitlement will be lost because it will be assumed that the new contract has been accepted. This should be communicated to the member of staff before the trial period begins.

Where a member of staff seeking to be redeployed refuses an offer of employment that is considered to be suitable, the University reserves the right to proceed to dismissal in accordance with the relevant ordinance or procedure and entitlement to the provisions of redundancy may be forfeited.

9.2 Fixed Term Contracts
Redeployment opportunities will be sought for members of staff whose employment may be terminated due to the expiry of a fixed term contract.

Where a member of staff’s contract will terminate on the expiry of a fixed term contract and it is not possible to secure alternative employment through this procedure, the fixed term contract ordinance (for academic staff and staff at levels 4 and above) or procedure stated in the HR Circulars (for levels 1 – 3) will apply.

9.3 Capability linked to ill Health
Redeployment will be considered for appropriate cases of incapacity on ill health grounds in accordance with the University’s procedure and guidance on ill health and/or members of staff who have a disability defined under the Disability Discrimination Act 1995

Redeployment on health grounds will always be based on Occupational Health advice. Any job offer is subject to Occupational Health approval/advice and a risk assessment if appropriate.

Where it is not possible to secure alternative employment through this procedure, the Incapacity on Health Grounds ordinance (for academic staff and staff at levels 4 and above) or Incapacity on Health Grounds procedure (for staff at levels 1–3) will apply.
9.4 Grievance
Redeployment may be considered in cases where a grievance has been raised or an allegation of harassment/bullying has been made and it has been found that the individuals involved should no longer work together. The decision as to who may be redeployed will depend on the circumstances of the case following an investigation which recommends redeployment.

Redeployment may also be considered in exceptional circumstances where it is clear, following an investigation, that a working relationship has irretrievably broken down.

9.5 Disciplinary
Redeployment will not normally be considered in cases where a member of staff has been subject to disciplinary action which has been proven.

9.6 Probation
Redeployment will not normally be considered in cases of non-confirmation of probation.

9.7 Maternity
A woman who becomes at risk of redundancy during her maternity leave will be entitled to redeployment into a suitable post as a matter of priority over other potential candidates (including others seeking redeployment).

10. Complaints
Any individual who feels they have not been treated fairly under this procedure should initially seek to resolve this informally. If this proves unsuccessful then they can raise a complaint under the appeals procedure relevant for their level and the reason for their redeployment (such as redundancy, ill-health or fixed-term contract expiry).