



Guidance for Employees at Risk of Redundancy

1. Definition of Redundancy

Redundancy is a form of termination of employment, which results from the need to reduce the workforce. Reasons for this could include:

- the job you were employed to do no longer exists. This could be because of funding restrictions, or the post was created for a particular time-restricted project.
- the area in which you work is restructuring or closing down.

Being placed 'at risk' of redundancy means that there is a possibility that your employment with the University will end by reason of redundancy.

2. Consultation Process

You will normally be told that you are 'at risk' of redundancy, in writing, about 5 or 6 months before the potential date of redundancy.

At this time, you will be given information about the opportunities for consultation meetings, where you can discuss the following:

- The reason for the potential redundancy
- Any measures which have been considered and / or taken to avoid the potential redundancy
- Any local level collective consultation process ongoing in relation to the redundancy
- Any possibility of extensions to your contract
- Any opportunities for redeployment, including access to the Talent Register¹ (see Appendix 1)
- Any questions you may have about this Guidance
- The opportunity for further consultation meetings, if required
- Support available for career advice, career transition and learning and development activity
- Your right, once under formal notice of redundancy, to reasonable time off to look for another job or make arrangements for training for future employment.

¹The Talent Register provides details of staff available for redeployment to those who are recruiting for staff in the University.

You have the right to be accompanied by a Trade Union representative/official or workplace colleague during formal individual consultation meetings.

2.1 Notice of Redundancy

Where no alternatives to redundancy have been found, you will normally be given 3 months' formal written notice of redundancy. This letter will include:

- Formal notice of termination of employment
- The date your employment is due to end
- The amount of statutory redundancy pay, if applicable, plus the way in which this payment has been calculated
- Your right to appeal the decision to make you redundant, including details of how and when to lodge an appeal
- Details of the help and support available to you to try and find alternative work
- Your right to reasonable time off to look for another job or make arrangements for training for future employment.

Further details can be found under the University's [Redundancy Avoidance Policy](#)

3. Career Transition Support

The University has in place a service to provide career transition support if you are placed at risk of redundancy. This service is designed to help you explore career options and ensure you have the skills and tools to support you in your search for a new post.

If you are a member of academic research staff and are at risk of redundancy, you will also be able to access career development support and consultation provided by the Institute for Academic Development.

Further information on both services can be found at:

<https://www.ed.ac.uk/human-resources/policies-guidance/redundancy-careers/career>

3.1 Support to find alternative employment

The University aims to provide all reasonable support in identifying other opportunities within the organisation. This is seen as a positive measure to retain skilled and experienced employees as well as a means of avoiding redundancies. Information on the support and facilities available to assist you is provided via the HR website at: www.ed.ac.uk/schools-departments/human-resources/policies-guidance/organisational-change. You are responsible for doing all you can to obtain alternative

employment and are expected to make use of the support available.

3.2 Redeployment and trial period

If you are offered and accept an alternative post which differs, wholly or in part, to the post which is being made redundant, you will be entitled to a statutory trial period of four weeks, beginning on the day you start work under the new contract.

The purpose of the trial period is for both you and the University to establish whether or not the post is in fact a suitable alternative to redundancy.

A longer trial period may be agreed by mutual agreement, particularly if training would be required to enable both you and the University to fully assess the suitability of the alternative post.

Suitable alternative employment: as a guide, this would be a post which the University could reasonably expect you to do given your knowledge, skills, aptitudes and experience and which is on terms and conditions which are comparable to your old post, e.g. grade, pay, hours of work, and duties and responsibilities.

Should you unreasonably decline the offer of a suitable alternative post, you will forfeit your right to redundancy pay.

Alternative employment: as a guide this would be a post which differs considerably in content and/or terms and conditions from your current post; for example, a lower or higher graded post would normally be deemed to be alternative employment.

Should you decline the offer of an alternative post you will still be entitled, if eligible, to a redundancy payment.

Trial period outcomes

You may opt not to continue in the alternative post at the end of the agreed trial period. Your employment in that post will come to an end at the end of your original notice period or the end of the agreed trial period, whichever is the later and provided no other alternative employment can be found.

If you choose not to continue in a post which the University deems 'suitable alternative employment',

you may, depending on your reasons for rejecting the post, lose your right to any redundancy payment.

If you choose not to continue in a post which the University deems 'alternative employment', you will, if eligible, receive a redundancy payment.

Should the University deem the post to be unsuitable at the end of the trial period, your employment in that post will come to an end at the end of your original notice period or the end of the agreed trial period, whichever is the later, and provided no other alternative employment can be found, you will, if eligible, receive a redundancy payment.

4. Redundancy Payments

You have the right to a statutory redundancy payment if you have worked continuously for the University for at least two years and you are being made redundant. Statutory redundancy pay is also due when a fixed-term contract of two years or more expires and is not renewed because of redundancy.

You do not have to claim statutory redundancy pay from the University; it will be automatically paid to you.

If you hold more than one post, please refer to Section 12 of this document for further information about redundancy pay.

4.1 Statutory Calculations

How much statutory redundancy pay you will receive depends on:

- how long you have worked for the University
- your age
- your pay
- the current 'maximum weekly pay' as defined by the Government for statutory redundancy pay purposes.

You will receive:

- 0.5 week's pay for each full year of service where your age was under 22
- 1 week's pay for each full year of service where your age was 22 or above, but under 41
- 1.5 week's pay for each full year of service where your age was 41 or above.

The maximum number of years that can be taken into account is 20 years. You can calculate your

statutory redundancy payment at the following link: <http://www.direct.gov.uk/redundancy.dsb>

4.2 Redundancy for Employees with Guaranteed Hours (GH) Contracts

The redundancy consultation process for employees with GH contracts will be the same as outlined above. However, in some cases it may not be possible to complete the calculation of any redundancy pay due until you have reached your last day of service.

In view of this, you may not receive notification of the amount of your statutory redundancy pay until after the employment has ended.

4.3 Taxation of redundancy pay

Contractual salary and holiday pay are earnings which are subject to tax and National Insurance contributions. However, statutory redundancy payments are tax-free and not liable for National Insurance contributions.

There may be exceptions to the above and further details can be found at:

http://www.direct.gov.uk/en/Employment/RedundancyAndLeavingYourJob/Redundancy/DG_10029836

5. Annual Leave

You should make every effort to take your annual leave prior to the date of redundancy. Please refer to the [Annual Leave Policy](#)

Your manager should fully consider any requests for annual leave prior to your actual redundancy date and any decision will be reached within the context of academic, business and operational needs. If it is not possible for your leave request to be granted prior to the date of redundancy, you will be paid for any outstanding leave entitlement when leaving the University.

6. Time off to seek alternative work

Once you have received formal notice of redundancy you are entitled to reasonable time off to look for another job or make arrangements for training for future employment. Requests for time off for these purposes will usually be viewed favourably.

7. Short-term extensions to contracts

In certain circumstances, employees who are at risk of redundancy, or under formal notice of redundancy, may be offered the opportunity to have their employment and/or period of redundancy

notice extended. This could be due to the availability of additional short term funding, or where a restructure is delayed.

If your employment is extended by 6 months or less, you will normally remain within your current redundancy process, albeit with an amended date of redundancy.

If an extension of more than 6 months is offered, then the current redundancy process will normally be brought to an end and you will be informed, in writing, that you are no longer at risk of redundancy.

If you are offered an extension of employment after you have been issued with formal notice of redundancy, you are not obliged to accept it, and may choose to leave on the date originally notified to you and will, if entitled, receive your redundancy pay.

8. Resignation during a Redundancy Process

If you resign whilst under formal notice of redundancy you may still be entitled to any redundancy payment due. Your entitlement will depend on how much notice you are required to give the University, how much written notice of an earlier leaving date you provide, your reason for wishing to leave early and whether the University is able to release you before the due date of redundancy. The University will not unreasonably refuse to agree to an earlier leaving date if you are leaving to take up a new job or start training.

If you resign whilst you are at risk of redundancy, but have not received formal notice of redundancy, then you will not be entitled to any redundancy pay.

These arrangements may differ if you transferred into the University from a different organisation, and have retained your previous terms and conditions of employment.

9. Visa Restrictions

If your visa expires on the same date or later than your contract end date, you will be considered to be leaving as a result of redundancy and any due redundancy pay will apply. If your visa expires before your contract expiry date this will not be considered a redundancy situation and you will not be eligible for redundancy pay.

10. Pensions

Information about the implications for your pension when you are made redundant can be accessed

from the University's Pensions Department at:

<https://www.ed.ac.uk/finance/about/sections/pensions-office>.

11. Salary Sacrifice Arrangements

Advice should be sought from the Pensions Department on Pensions+ which is a salary sacrifice scheme. Information about any other salary sacrifice benefit you are receiving, e.g. Childcare Vouchers or Bicycles Plus, can be obtained from Payroll. Further information on salary sacrifice and how it affects your contractual rights can also be found on the HMRC website at:

http://www.hmrc.gov.uk/specialist/salary_sacrifice.htm.

12. Redundancy in relation to Multiple Posts

If you hold more than one post within the University, and one of those posts is coming to an end because of redundancy, the consultation processes outlined above will apply.

Your redundancy payment will be based on:

- your age
- how long you have worked in the post that is coming to an end
- your pay in the post that is coming to an end
- the current 'maximum weekly pay' as defined by the Government for statutory redundancy purposes.

13. Seconded Posts

Multiple posts should not be confused with internally seconded posts where you have agreed to undertake another role for a period of time. When a seconded post ends, including for reasons of redundancy, you will normally return to your substantive post or a suitable alternative post.

If your substantive post is made redundant whilst you are working in a seconded post, any redundancy payment due will be based on service in the substantive post and the accrued service in the seconded post.

14. Document History and Review

A full review was carried out in 2016 and approved by CJCNC on 17 August 2016 to reflect approved changes made to the Redundancy Avoidance Policy and Individual Consultation Process. Minor changes were made to terminology and weblinks in November 2018.

15. Change control record

No.	Approval date:	Amendment made:	Approved by:
1.	17 August 2016	Full review to reflect changes to documents from which guidance content is drawn and to reflect removal of service qualification for access to the Talent Register and career management support	HRPDG; CJCNC
2.	November 2018	Minor amendments made to terminology and weblinks to reflect updates to the Talent Register.	HRPDG

16. Alternative Format

This document can be provided in alternative formats on request by email to UHRS@ed.ac.uk or by calling 0131 650 8127.

Redeployment Guidance for Employees at Risk of Redundancy

Talent Register

You may register your details on the Talent Register, if you are a University of Edinburgh employee, provided:

- You have been formally notified that you are at risk of redundancy
- You are actively interested in securing alternative employment

The University encourages at risk employees to take advantage of the opportunities for redeployment that the Talent Register offers, and as such recommends that you register at the stage you are told that your post is at risk. Details of how to register can be found at: <http://www.ed.ac.uk/human-resources/recruitment/talent-register>. Your details will be added to the Talent Register and remain on it until your expected end date, unless your situation changes and you are no longer at risk prior to that date. To keep the Talent Register as current as possible, you must inform Redeployment@ed.ac.uk if you have been successfully redeployed or you no longer wish or need to be on the Talent Register. The University reserves the right to remove staff from the Talent Register if there is reason to believe that they are not genuinely willing to be redeployed.

Immigration - Employees with a time-limited or restricted right to work in the UK

If you have a time-limited / restricted right to work in the UK there are circumstances, due to the conditions of your visa, which mean you may not be able to transfer to an internal vacancy. This would apply to both redeployment through the Talent Register and vacancies advertised as open to “internal” applicants only.

To find out what you are eligible for, please contact your local College/ Support Groups HR Team.

Further information on changing employment can be found at:

[Human Resources - New international staff pages/changing employment](#)

Advertised Vacancies

If you are seeking redeployment it is important that you also check the University’s advertised vacancies at <http://www.ed.ac.uk/schools-departments/human-resources/jobs/introduction> and that you apply for any that are suitable for you.

If you do apply for an advertised job, you should let your College/Support Groups HR team know. You

should also make it clear on your application that you are a current University of Edinburgh employee who is at risk of redundancy.

Should you apply for an advertised post, your application will be given preference over other candidates (excluding other employees who are at risk), provided you demonstrate you meet the essential knowledge, skill and competency requirements for the post.

For certain positions, particularly if the post needs to be held by an acknowledged leader in their field, your 'at risk' status will not give you priority over other candidates. However, your application will be given careful consideration, and you will be interviewed if your application demonstrates that you meet the essential knowledge, skill and competency requirements for the post.