



# THE UNIVERSITY *of* EDINBURGH

## **Policy on Ending Fixed-Term Contracts and Restricted Funding Contracts**

### **1. Policy Statement**

The University is committed to providing an environment in which its employees can thrive and grow and to protecting the job security of as many of its employees as possible. However, we have to remain flexible and responsive to business need and this may require us to employ staff on fixed-term contracts. We also need to acknowledge that much of our work is subject to the availability of funding from external sources, often on a time-limited basis.

This policy explains how we will support those whose contracts are due for review because they are fixed-term in nature and/or underpinned by restricted funding.

### **2. Scope**

This policy applies to employees of the University of Edinburgh whose:

- fixed-term contracts are due to end as originally planned, and who will have at least two years' service at that date (See Note)
- open-ended contracts are underpinned by time-limited funding.

Employees on fixed-term contracts who will have less than two years' service at their end date or who are employed on contracts for defined periods of training or for student employment should refer to Appendix I of the Procedure which supports this policy.

**Note:** This policy does not apply to staff who have been employed on a fixed-term contract to cover the absence of another member of staff, for example, who is on maternity or other family leave, long-term sick leave, sabbatical or secondment. Their contract will come to an end when the absent employee returns.

### 3. Principles

This policy is underpinned by the following principles. The University will:

- 3.1 Make every effort to minimise the need for compulsory redundancies
- 3.2 Ensure staff placed at risk of redundancy are consulted and aware of the options and support available to them
- 3.3 Ensure staff are kept informed of efforts to secure new funding
- 3.4 Support staff selected for redundancy to find other work
- 3.5 Support staff selected for new roles to settle into their new role
- 3.6 Consult its recognised trade unions when a collective redundancy situation arises and monitor outcomes on a regular basis.

### 4. Definitions

The following terms are explained in the order in which they normally arise during the procedure.

**Fixed term contract:** is a contract for a specified period or to complete a specific piece of work or project by a specific date.

**Restricted funding:** is where funding for a post is only available for a temporary and finite period of time, e.g. external research grant funding.

**Open-ended contract:** means that you have a permanent contract. Your post can still be underpinned by restricted funding when you have an open-ended contract.

**Student Employment contract:** is where employment is linked to the fixed period of study of a University of Edinburgh student. Employment will end either at the end of the contract date or when the employee is no longer a matriculated student of the University, whichever is earlier. It also covers contracts identified as student employment posts but where we have been unable to appoint a University student.

**Redundancy:** is where employment ends because the University plans to end or reduce a particular activity, or to end or reduce an activity being carried out at a particular place.

**Collective redundancy situation:** is where the University is proposing to end 20 or more open-ended contracts underpinned by the same restricted funding source within a 90 day period.

**At risk of redundancy:** means your employment may come to an end by reason of redundancy if we cannot offer you other work.

**Defined period of training contract:** is one that will result in a qualification or equivalent after an agreed period of time e.g. a clinical position or apprenticeship. Or it may be to complete a period

of training or development which is restricted by funding. These posts end when the training contract ends.

**Individual Consultation:** is the process of two-way communication, i.e. talking and listening, between you and your manager regarding the proposed non-renewal of your fixed-term contract or the expiry of the funding for your post. It gives you the opportunity to ask questions, express your views, raise concerns and make suggestions.

**Collective consultation:** is the process of two-way communication, i.e. talking and listening, between the University and the trade unions during a collective redundancy situation. During this process the University will consider and respond to union proposed alternatives to compulsory redundancy.

**Companion:** is a person who can attend consultation meetings with you. They will normally be a work colleague or trade union representative. You may ask for someone else to be with you if you have particular needs, for example if you have a disability you may ask to be accompanied by someone who is familiar with your support needs.

**Scale point:** this is the point within the grade for your role which determines your basic salary

**Alternative employment:** means a role which is different to your current role in terms of duties, responsibilities, skills and knowledge and/or contractual terms and conditions, for example, salary, hours, location.

**Suitable alternative employment:** means a role that is very similar to your current role in terms of duties, responsibilities, skills and knowledge and/or terms and conditions, for example, salary, hours, location. It will normally be a role at the same grade but could be one grade lower. **Trial**

**period:** is the four-week period that you are legally entitled to when you move to an alternative

role; it gives you and the University time to assess if the role is suitable for you. **Pay protection:** means we will maintain your current salary for a period of time if we match you into or offer you a suitable alternative role which is one grade lower than your current role to avoid redundancy.

**Contractual notice:** is the amount of notice you are required to give or must receive from the University to end your employment as set out in the Conditions of Service for your grade.

**Statutory notice:** is the legal minimum notice you are required to give or must receive from the University regarding the termination of your employment. If you have 1 month to 2 years' service the minimum notice is 1 week; 2 to 12 years is 1 week for each year of service; 12 years or more is 12 weeks.

**Redeployment:** means moving from your current role to a different one within the University.

**Redeployment register:** is where you can confidentially register your details to let recruiting managers know across the wider University that you are at risk of redundancy and looking for redeployment.

**Career transition support:** is assistance to help you find a new job or change to a new career.

## 5. Links to Other Relevant Policies and Guidance

You may find it useful to refer to the University's other policies and guidance which you can find on the [HR web pages](#):

[Information for International Staff](#)

[Pay Scales](#)

[Policy on Conflict of Interest](#)

[Fixed Term Contracts Reason Codes](#)

[Redundancy Policy](#)

## 6. Policy History and Review

Approval Date:	June 2021
Approved By:	HR Policy Development Group University Executive
Year of Next Review:	2024
Updated	Inclusion of statutory collective consultation obligations agreed at March 2022 HR Policy Development Group

## **Procedure for Ending Fixed-Term Contracts and Restricted Funding Contracts**

This procedure applies if you are on a fixed-term contract which will end on the date originally planned and you will have at least two years' continuous service in that role at that time, or if you are on an open-ended contract which is subject to restricted funding and that funding is due to expire.

If you will have less than two years' service when your contract is due to end, or are employed on a training or student experience contract you should refer to Appendix I.

### **1. Identifying when fixed-term contracts and funding are due to expire**

#### **1.1 Fixed-term contracts**

If you are employed on a fixed-term contract, your letter of appointment will confirm when your contract will end and the reason it is fixed-term.

If you are covering for an absent employee, your contract will automatically come to an end when they return. The reason for your employment coming to an end will not be redundancy as work is not reducing or ceasing.

If your fixed-term contract is for another reason, you will normally be placed at risk of redundancy five months before the date stated in your appointment letter. This will be because, without new funding in place, the work that you do will cease.

You will receive written confirmation of:

- the date we anticipate your employment will end
- being at risk of redundancy
- the support available to assist you with redeployment and career options – the arrangements if you would like to have a consultation meeting.

## 1.2 Restricted Funding contracts

If you are employed on an open-ended contract which is subject to restricted funding, your manager will ensure you are aware of this and know when the funding is due to expire. They will also let you know if new funding has been secured and if and when this will come to an end.

If no new funding has been identified, you will normally be placed at risk of redundancy five months before the funding end date. This will be because, without new funding in place, the work that you do will cease.

You will receive written confirmation of:

- the date we anticipate your employment will end
- being at risk of redundancy
- the support available to assist you with redeployment and career options – the arrangements if you would like to have a consultation meeting.

## **2. Individual Consultation**

You will be offered the opportunity to have a consultation meeting, where you can discuss your situation and find out more about the support available to you. Your letter will explain how a meeting can be arranged.

The meeting will normally be with your immediate line manager and a member of HR may be there to provide procedural advice.

You may be accompanied by a companion if you wish. You must let your companion know the arrangements for any meetings.

You will have the opportunity at any meetings to ask questions about the situation, query the impact on your role, express your views, raise concerns and make suggestions.

If you are off sick or on long term leave e.g. maternity leave during this process you may still have a consultation meeting.

If we are unable to meet you in person we will make arrangements to carry out the consultation process online e.g. via Microsoft Teams.

Your manager will keep you informed of the University's efforts to secure new funding and what this would mean for your post and 'at-risk' status.

### **3. Support for Redeployment**

If you have been placed at risk of redundancy we will support you to identify other suitable job opportunities within the University.

#### **3.1. Redeployment Register**

You can place your details on the University's Redeployment Register. Recruiting managers will review the register and will not normally advertise their vacancies if there is a suitable 'at risk' employee on the register who could potentially fulfil the role. (Please see Section 3.4 for exceptions to this practice).

If you appear to meet the essential criteria for the role, or could do so with a short period of reasonable training, the recruiting manager will invite you to interview. If you demonstrate your suitability at interview you will be offered the role.

If the recruiting manager identifies more than one at-risk employee who appears to meet the essential criteria, a competitive interview will take place between those at-risk.

Recruiting managers will also review the register throughout the recruitment process. This will ensure they do not overlook staff who have been placed at risk since they first checked the register prior to advertising their vacancy.

#### **3.2 Job Alerts**

You should also consider signing up for University job alerts as soon as you are placed at risk of redundancy. This will ensure you are notified about and aware of other job vacancies. You can sign-up for these alerts through People and Money.

You can apply for vacancies that you believe are suitable and where you meet the essential criteria or could do so with a reasonable short period of training. You should make it clear on your application that you have been placed at risk of redundancy. If you appear to meet the essential criteria for the role, or could do so with reasonable training, the recruiting manager will invite you to interview. If you demonstrate your suitability for the role at interview, you will be offered the role.

If the recruiting manager identifies more than one at-risk employee who appears to meet the essential criteria, a competitive interview will take place between those at-risk.

### 3.3 Terms and conditions

If you are offered a same-grade role through the redeployment register or vacancy application process, you will remain on the same scale point.

If you are offered a role at one grade lower than your old role, you will be entitled to pay protection as described in Section 5 below.

If you are offered a role at more than one grade lower than your old role, you will move to the top scale point within the normal pay range for the lower grade. Given the difference in terms and conditions, you will be offered a four-week trial period as described in Section 4 below.

If you are offered a higher grade role, you will move to the first scale point of the higher grade. If you were on a contribution point in your old role, you will move to the next scale point, i.e. will receive a one increment increase. Given the difference in terms and conditions, you will be offered a four-week trial period as described in Section 4 below.

### 3.4 Senior appointments or highly specialist Grade UE08 roles

Senior appointments, normally at Grades UE09 and UE10, or equivalent, or highly specialist Grade UE08 roles, or equivalent, can be advertised externally if they:

- require very specific skills and experience, or

- are critical to the University achieving its strategic aims, meaning an individual at the forefront of their field needs to be recruited.

In these circumstances, although a recruiting manager will still need to search the redeployment register, and may decide to interview an at-risk employee, they do not have to give priority to an 'at risk' applicant if they are not the best candidate.

### 3.5 Time Limited/restricted right to work in the UK

If you have time limited or restricted right to work in the UK e.g. if you are a sponsored worker, we will need to consider if your visa would allow you to transfer to another role in the University. You should therefore contact HR to find out if you are able to put your details on the redeployment register and set up job alerts.

## **4. Trial Period**

If you are offered an alternative role via the redeployment register, you will have a four-week trial period during which you and your new manager will assess the suitability of the role as an alternative to redundancy.

The four-week period will normally start once you have worked your notice period in your current role. The start and end dates will be confirmed to you in writing when you are offered the alternative role.

Your trial period may be extended by mutual agreement between you and your new manager in certain circumstances only, for example, if you need additional time for training.

Your new manager will meet with you regularly throughout the trial period to ensure you are settling in to the new role and that appropriate training and support is in place. You should let your new manager know of any difficulties you are having in the new role so they can address and resolve these, if possible, before the four-week trial period comes to an end.

At the end of the trial period, you and your new manager will formally agree if the trial period has been successful and the role is indeed suitable. If you both agree, your employment will continue and you will no longer be considered to be at risk of redundancy.

If you decide the role is not suitable, you will need to have a good reason for turning it down. If you do have a good reason your employment will come to an end at the end of the trial period. If you have two years' service by this date you will receive a redundancy payment. If we don't think you have a strong enough reason for turning it down, you could be deemed to be resigning at the end of the trial period and you may not be entitled to any redundancy pay.

If your new manager decides the role is not suitable, they will explain why. They will also explore what, if any, alternatives are available. If there are none, your employment will come to an end at the end of the trial period. If you have two years' service by this date, you will be eligible for a redundancy payment, which will be based on your pay in your old role.

## **5. Pay Protection**

If you are matched into or offered a suitable alternative role at one grade lower than your current role, and on the same hours, you will be entitled to pay protection for a period of two years. Pay protection will only apply to your basic salary and will not include the contractual allowances that are tied to your current role. If your new role attracts contractual allowances, these will be paid on top of your protected basic salary. After the two year period you will move to the top scale point within the normal pay range for the lower grade.

## **6. Career Transition Support**

If you have been notified in writing that you are at risk of redundancy, you will be offered career transition support. You can find out more about this support on the [Career Transition](#) webpages. If you are an early career researcher you may also access support from the [Institute for Academic Development](#).

## **7. Reasonable time off**

If you are selected for redundancy, you will be entitled to a reasonable amount of time off during your notice period to look for another job or to make arrangements for training that will support your future employment. This includes time off for career transition support e.g. for an appointment to prepare your CV. You should give your manager as much notice as possible if you need to attend an interview, training event or outplacement appointment.

## **8. Notice**

You will receive written confirmation about your notice of redundancy. Notice will normally be issued three months before your leaving date. You will be paid in lieu of any contractual notice that we are unable to provide or do not require you to work.

The letter will confirm:

- your leaving date
- the reason your employment is coming to an end
- your redundancy payment and – your right of appeal.

If you request to leave before the end of your notice period e.g. because you have been offered another role with an earlier start date, you must contact your manager to request an earlier leaving date. We will normally accommodate this unless there are exceptional circumstances which prevent us from doing so, for example, we need you to complete a critical piece of work. If you request to leave early you will only be paid up to the date that you leave and not for your full notice period. We may also need to adjust your redundancy payment to reflect your new leaving date.

### **8.1 Extension to redundancy notice**

Sometimes circumstances will arise that require us to delay your redundancy leaving date. If we do, you will be advised at the earliest opportunity of the change and your redundancy notice will be extended to the amended date.

If you had already started to work your redundancy notice prior to the extension being confirmed, you may choose to leave on the original date if you wish. If you do, you will still be entitled to your redundancy payment, based on that date (if applicable, i.e. you have two years' service).

## **9. Redundancy pay**

If you have at least two years' continuous service in the 'at risk' role you will be eligible for a statutory redundancy payment.

Your payment is based on your age, length of continuous service and your weekly pay. Length of service is capped at 20 years and weekly pay is capped at an amount set by the government each year, so this may be lower than your actual weekly salary. You can find details about redundancy payments on the [gov.uk webpages](#).

If you are employed on a Guaranteed Minimum Hours contract your redundancy payment will be calculated based on your average pay over the 12 weeks' worked before you were due to be given your notice.

## **10. Appeal**

You have the right to appeal the termination of your employment if you believe it is unfair. If you wish to appeal you must do so within two calendar weeks of receiving your letter giving you notice. This letter will also make it clear to whom you must send your appeal. You must explain the reasons for your appeal and provide any new information, if it is relevant.

Reasons to appeal may relate to:

- the reason your employment is ending
- the application of this policy and procedure.

If you do not provide any grounds of appeal we will contact you to obtain the information. The appeal will not be heard if no relevant grounds are provided.

### **10.1 Appeal Panel**

An appeal hearing will normally take place within four calendar weeks of your letter being received. It will be chaired by an Appeal Convenor who will be at least the same grade as the manager who made the decision to end your employment.

The Appeal Convenor will have had no involvement in the original decision about your redundancy and will normally be from a different School or Professional Services department to you.

There will be up to two other panel members at the hearing who will have had no involvement in your redundancy case.

At least one panel member will be from the same job category as you. This means that if you are an academic at least one panel member will be an academic, or if you hold a professional services role at least one panel member will be a professional services employee.

If you are an academic at Grade UE08 or above an external panel member will also be appointed.

A representative from HR may attend the hearing to advise the panel on process and there will be a note taker.

You may ask for a different Appeal Convenor or panel members if they have a genuine conflict of interest in relation to your redundancy case. You must write to the person to whom you submitted your appeal if you believe there is a conflict and specify what it is. They will make an assessment about the person's objectivity and confirm their decision to you. If it is concluded that there is a conflict of interest a different Convenor or panel member will be appointed. You must refer to the [Policy on Conflict of Interest](#) before deciding to make an objection.

The Appeal Convenor will write to you at least one calendar week in advance to invite you to an Appeal Hearing. They will:

- confirm the arrangements for the hearing
- advise you of the names of up to two other managers who will form the appeal panel
- advise you that you may bring a companion to the hearing if you wish
- ask if you need any reasonable adjustments to enable you to participate in the meeting.

You must let the Appeal Convenor know if you are bringing a companion to the hearing. It is your responsibility to notify your chosen companion of the arrangements and to provide them with any documentation they may need to prepare for the hearing.

If you need any adjustments or special arrangements to attend the hearing you must let the Appeal Convenor know in advance.

## 10.2 The Appeal Hearing

At the hearing you will be asked to present your case to the panel, explaining the reasons for your appeal and clarifying any new information you have. The panel may ask you questions or seek clarification on certain issues.

After the discussion the Appeal Convenor will adjourn the hearing so that the panel can consider all they have heard. You will normally be called back to the hearing after the adjournment to be told the outcome. If the panel needs more time to consider your appeal you will be told when you will hear the outcome.

## 10.3 Outcome of Appeal

The possible outcomes of your appeal hearing are:

- your appeal is turned down and the decision to end your employment will be confirmed, or
- your appeal is supported and you will be reinstated to your role or to an alternative role with equivalent terms and conditions, depending on the particular circumstances.

If you are reinstated it will be with effect from the date your employment ended and you will retain your previous continuity of service date.

If your appeal raised issues about how this policy or procedure was applied the panel may require that the relevant parts are revisited, if there is sufficient time to do so.

The Appeal Convenor will confirm the outcome of the hearing in writing within one calendar week. The decision of the appeal panel is final.

## **11. Multiple roles**

If you have more than one role in the University this policy will apply to you based on the circumstances of each individual role. This means that if one of your roles is considered at risk of redundancy this procedure will be followed for that particular role and your other role or roles will not be affected.

If the role at risk is your main role, your continuity of service will be based on your start date with the University; if the role at risk is an additional role, your service for notice and statutory redundancy pay will be based on your start date in this later role.

## **12. Visa Expiration**

If your visa expires on the same day or later than the date your contract is due to end, your reason for leaving will be redundancy and you will receive a redundancy payment if you meet the service requirements. You will not be considered to be redundant if your visa expires before the date your contract is due to end.

## **13. Pension and benefits**

Information about your pension or the Pensions+ salary sacrifice scheme can be obtained by contacting the [Pensions Office](#). If you need information about benefits such as Bicycles+ you should contact the [Payroll Office](#). For Childcare vouchers you should visit the [Childcare Pay and Reward pages](#).

## **14. Collective Consultation**

Should a collective redundancy situation arise the University will brief and engage its trade unions at the earliest opportunity.

If the loss of restricted funding will impact more than 20 staff, formal consultation will normally start at least 45 days before any at-risk employee would be given notice of redundancy.

Union engagement and formal consultation will normally be led by the head of the service/unit impacted by the loss of funding, supported by HR.

Union consultation may be shorter or longer than 45 days. This will depend on the scale and complexity of the proposals. However, no one will be dismissed before the 45-day period has finished.

The aim of the consultation will be to:

- avoid or reduce the number of redundancies proposed

- alleviate the effect of any redundancies
- consider union proposed alternatives to compulsory redundancy - consider options for the redeployment of at-risk employees.

To enable this, the University will provide the trade unions with information about the proposed redundancies. This will include:

- the reasons for proposing any redundancies
- the numbers and descriptions of the employees affected - the total number of staff employed in the area affected e.g. School, Centre, Department
- the way in which employees will be selected for redundancy, if applicable

### **15. Monitoring and Reporting**

An annual report on the number of staff placed at risk of redundancy and who left the University by reason of redundancy will be presented to the Combined Joint Consultative and Negotiating Committee (CJCNC).

## **Procedure for Staff on Fixed-Term Contracts with less than two years' service or Staff on fixed-term contracts categorised as Defined Training or Student Employment roles**

### **1. Length and Type of Contract**

When you are appointed you will be issued with a contract confirming your start date and end date and the reason your contract is fixed-term. The arrangements in this Appendix will apply if:

- your contract is for less than two years, and/or
- you are on a training contract or student employment contract.

Your contract will automatically come to an end on the date specified as your end date.

### **2. Identifying when contracts are due to expire**

At least six months before your fixed-term contract is due to end, HR will contact your School/Department for an update. If there is no change to your situation and it is expected that your contract will end as expected, your employment will end automatically on the date specified in your contract. You will not be given notice that your contract is due to end.

### **3. Confirmation of end of employment**

Towards the end of your employment, you will receive a letter with information about your final pay and your right to appeal.

### **4. Job opportunities**

You are entitled to apply for vacancies within the University in the normal way by visiting the [jobs website](#), but you will not be given priority consideration. Nor will you be able to place your details on the University's redeployment register. These are reserved for employees who are at risk of redundancy and will have over two years' service when their employment will end.

### **5. Right of appeal**

You have the right to appeal against the ending of your employment if you believe it is unfair. If you wish to appeal you must do so within two calendar weeks of receiving the letter which

confirms the end of your employment. This letter will also make it clear to whom you must send your appeal. You must explain the reasons for your appeal and provide any new information, if it is relevant. Your appeal will be heard in line with Section 10 of the main procedure.