Job Security Agreement between Loughborough University and UNISON

Introduction

Loughborough University recognises that it has a responsibility as an employer to provide employees with secure and stable employment. However, Loughborough University and UNISON 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 UNISON 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 UNISON 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 UNISON 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 UNISON at this stage. The proposal and any response from the individual or UNISON will then be considered by the Operations Sub-Committee, and in all cases the following shall apply:

a) An individuals 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 UNISON. Meetings between the University and UNISON 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.

UNISON 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 Sub-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 UNISON 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 UNISON 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 January 2001)*