

MANAGING CHANGE POLICY



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1. Introduction

- 1.1 The Peak District National Park Authority (the Authority) has developed a Managing Change policy to plan ahead as far as possible to provide secure employment for employees. However, it is recognised that the need to modernise and continually improve service delivery has brought, and will continue to bring, changes in the working of the Authority which make restructuring and contract variation possible and in some cases redundancies unavoidable.
- 1.2 ACAS advises that organisations undergo major change about once every three years, and within that cycle of major change there is also a constant swirl of minor change. Major change can include staff transfers or new working practices while minor change can mean the introduction of a new policy to office moves.
- 1.3 Although there is often a commitment to and recognition of the need for change, it can be disruptive and cause anxiety amongst employees. This policy and separate procedural guidance notes provide appropriate frameworks to facilitate and manage the implementation of change.
- 1.4 The Managing Change Policy has been developed to provide a consistent framework by which proposals for change are consulted, decided upon, and implemented.

2. Aim

- 2.1 The aim of this policy is to describe the Authority's commitment to the effective management of change acknowledging the link between organisational change and individual's health and well-being, setting out how the Authority fulfils its legal

obligations, the responsibilities of different functions and specialists, and describes the Authority's approach to given change situations. This policy should be read in conjunction with relevant guidance notes detailed under section 15.

2.2 Each change situation may be unique, but the principles and processes by which the Authority effectively manages change are fairly similar.

3. The Authority's commitment

3.1 The Authority is committed to:

- managing change effectively providing a transparent and consistent process to safeguard the interests of employees.
- meaningful consultation with employees, Staff Committee, and UNISON to encourage agreement of all parties regarding proposed change.
- supporting employees through periods of change and to minimise any negative impact.
- avoid redundancies through careful planning including vacancy control measures, voluntary leavers/redundancies/early retirement, suitable alternative employment, and retraining where possible. The aim is to ensure that the valuable skills, experience and knowledge of our employees are retained where reasonably possible.
- ensuring change is managed fairly, free from discrimination, direct or indirect.

3.2 The Authority will put in place measures to effectively manage change, together with appropriate line management training and individual support. It will also work to ensure that changes fall within accepted good practice, and manage risks to the health and safety of our employees.

4. Scope

4.1 This policy applies to all permanent employees and fixed term/temporary employees who have been employed on a number of successive temporary contracts for 24 months or more.

5. Responsibilities

5.1 *Authority Meeting*

- Where change affects the Chief Executive post the Chair and Deputy Chair of the Authority will manage the change in line with chief officer terms and conditions.
- Where change affects a Chief Officer post, the Chief Executive will manage the change with scrutiny and decision taken by Members.
- Members will determine if Voluntary Redundancy and Early Retirement (Employer's Release) can be offered to the Chief Officer given their cost. These schemes are not a right but may be offered to specific categories/pockets of staff or individuals in order to release opportunities and achieve objectives.

5.2 *Resource Management Team*

- Standing orders gives delegated authority to Resource Management Team (RMT) to manage staffing below Director including implementation of organisation restructure within the agreed staff budget.
- Resource Management Team will determine if Voluntary Redundancy and Early Retirement (Employer's Release) can be offered given their cost. These schemes are not a right but may be offered to specific categories/pockets of staff or individuals in order to release opportunities and to achieve objectives.

5.3 *Line managers*

- Develop the proposals for organisational change; seek approval in the appropriate forum (Strategic Management Team [SMT], Resource Management Team [RMT], Business Management Team [BMT]), and plan the process for change taking into account statutory or locally agreed timescales (see Appendix 1)).
- Seek Human Resources advice at an early stage in the process.
- Seek advice from Finance as proposals are developed.
- Produce business case outlining the cost implication (including financial and non-financial) and benefits (including analysis of equality impact). Changes to staffing should normally be fully funded from the existing or proposed staff budget.
- Consult employees and UNISON on proposed changes which will have staffing implications.
- Consult individual employees on changes to job descriptions, grade changes, and place of work or working methods as appropriate.
- Provide feedback on the outcome of consultation and prepare final recommendation report and seek approval from RMT.
- Implement a fair process for appointment to new staffing structures.
- Carry out the selection of employees for redeployment or redundancy where necessary.
- Advise Human Resources of changes to establishment and/or individual employee terms and conditions.

5.4 *Employees*

- Seek their own support from UNISON or Staff Committee member at any formal meetings.
- Co-operate with efforts to seek suitable alternative employment through the redeployment process.
- Confirm which post they wish to be considered for in the new structure where ring fence arrangements apply.

- Take part in selection processes for alternative employment as required.

5.5 *Human Resources*

- As 'owner' of the policy, provide advice and support in planning and implementing the staffing aspects of organisational change processes.
- Ensure consistency of corporate processes where changes are proposed, for example restructuring, disestablishment of posts, reallocation of duties with implications for job descriptions, or where organisational change will involve the transfer of staff under TUPE Regulations.

5.6 *UNISON and Staff Committee*

- Respond to management consultation on organisational changes.
- Support their members and colleagues collectively throughout the process as requested.
- Support individual trade union members and colleagues on request at informal and formal meetings to discuss changes to terms and conditions and/or potential redundancy.

5.7 *Finance*

- Provide advice and support in developing the financial aspects of the business case.

6. Planning

6.1 As soon as a potential organisational change is identified the manager will begin to prepare a proposal and timetable. (Organisational Change Process Flowchart - Appendix 1) The proposal is fundamental in the process and should include the following details:

- Background and context to the proposal.
- Nature and reason for change.
- Numbers and descriptions of jobs and employees affected.
- Timescale for decision making and implementation of change.

6.2 It may not be possible for the manager to complete the above fully at the outset. In order to achieve a co-ordinated approach, all proposals full or partial, should be discussed with Human Resources and Finance and submitted to the Management Team (at SMT, RMT or BMT) for first stage approval, prior to action being taken.

7. Fixed Term Contract

7.1 Employees of the Authority will, as the norm, be employed on permanent contracts of employment terminable on the giving of notice by either party. Where the need for a particular job to be done is clearly temporary, the contract of employment offered will be for a fixed term. Fixed-term contracts will generally be offered where:

- it is known in advance that a particular job will come to an end on a specific date;
- the employment is for the purpose of completing a particular task;
- the employment is for the purpose of replacing an employee who is to be absent from work for a period of time (for example on maternity or sick leave);
- the post is dependent on external funding and it is thought likely that the funding will be available for only a temporary period of time;
- there is a planned structural review of the directorate/service with the vacancy within next 12 months.

7.2 Any employee engaged on a fixed-term contract will be entitled to terms and conditions of employment that are not less favourable than the terms and conditions of a comparable permanent employee, unless there is an objective reason for offering different terms.

7.3 The Fixed term Employees (Prevention of Less Favourable Treatment) Regulations 2002 prohibit employers from treating fixed term employees less favourably than comparable permanent employees in respect of pay, conditions and general treatment at work. The Regulations also limit the use of successive fixed term contracts by imposing a cut-off of four years' continuity of service, after which the employee will automatically achieve permanent status, unless there is an objective reason that justifies further renewal for a fixed term.

7.4 Advice should be sought from Human Resources where there are fixed term/temporary employees involved in a redundancy situation, as they may have accrued equivalent employment rights as their comparative permanent employees.

8. Variation of contract

8.1 A contract of employment is a legally binding agreement. Once the contract is made, the employer and the employee are bound by its terms and neither party can alter the contract without the agreement of the other. However, during the course of employment, an employee's terms and conditions can change considerably. The Authority may wish to change employees' terms and conditions for a number of reasons, for example, it might be necessary to change the employee's duties to reflect the fact that the work has changed, or to reduce levels of benefits to find savings.

8.2 The Authority will give careful thought to the reasons for change and ensure there is a genuine business reason for doing so. It is important to be able to demonstrate to staff why the change is necessary to help achieve 'buy-in' from employees and their agreement to the change.

8.3 The Authority is aware that obtaining the employees' express consent will always be the most constructive way to make contractual changes. Where employees refuse to consent to a variation and the Authority wishes to go ahead with a variation there is the option of dismissing and re-engaging the employees.

8.4 After due consultation process and as a last resort, when faced with an employee who refuses to agree to a change, the Authority may choose to terminate the old contract with full contractual notice and offer the employee new terms and conditions. There will be no breach of contract in these circumstances provided the Authority demonstrates a fair reason for dismissal, usually 'some other substantial reason' (SOSR). The Authority must show there was reasonable belief that a good business reason existed, and acted reasonably in the all the circumstances, including full consultation.

9. Consultation

9.1 The Authority will consult with employees, UNISON and Staff Committee on organisational changes which have staffing implications such as will affect employee's pay, terms and conditions, or the number and types of jobs in the organisation.

9.2 Where organisational change gives rise to potential redundancies, statutory consultation requirements apply (see Communication and Consultation Guidance Notes).

9.3 Employees affected will be consulted at the earliest opportunity and will be involved in discussions and kept informed of developments.

9.4 Where the proposals include the transfer of business into or out of the organisation, the manager must seek advice as soon as possible from Human Resources to ensure that the statutory consultation requirements for TUPE transfers are adhered to.

9.5 It is recognised that any type of change will be achieved most effectively with the full understanding, co-operation and engagement of employees and therefore consultation with UNISON/Staff Committee and/or individual employees as appropriate will take place on all aspects of organisational change whether there is a potential redundancy situation and whether or not there is a statutory requirement.

10. Steps to consider for the implementation of Change

10.1 Managers might pursue structure change or change to an individual post requiring the employee(s) to take on new ways of working. Sometimes the need for change is generated by the employee themselves as they can see opportunities for performance improvement.

10.2 Where change is being considered, it is important to determine the extent of change to individual posts to ascertain if the change is significant and considered a variation of contract.

10.3 As policy lead, the Head of HR will advise the line manager on the appropriate process to determine the level of change, either job evaluation or job evaluation with assimilation. The movement of employees from the 'old' to the 'new' should be achieved as effectively as possible through a quick and fair process.

- 10.4 When an individual post remains substantially the same but with a modest element of change (either losing or gaining some duties) in the role it remains commensurate with the salary grade awarded, this is a minor change and not contractual.
- 10.5 Where the element of change to a role is likely to impact significantly on the job evaluation score and salary grade, this is a contractual change. The line manager is required to submit a business case to RMT for approval to implement the proposed change and ensure there is appropriate consultation with the affected employee.
- 10.6 If the job evaluation results in the post increasing by one grade the employee has a continuing contractual right to the changed post supported by an updated Learning & Development Plan. If the grade reduces, the Pay Protection Scheme will apply.
- 10.7 If the job evaluation increases the post by more than one grade, the employee will become a redeployee with first opportunity to be considered for the changed post.
- 10.8 The assimilation process is more likely to be used in a restructuring exercise which encompasses a number of roles and where the scale and nature of change needs to be determined. The job evaluation process can be used to support the assimilation process. Where a post is identified as new through an assimilation process it will be subject to job evaluation.
- 10.9 The assimilation panel will comprise of the line manager, a representative from UNISON and Staff Committee and the Head of HR.

The panel will compare the:

- Overall purpose/character of the proposed post;
- The main duties and responsibilities;
- Job size (people managed, budgets/costs controlled);
- Qualifications, experience and competencies required.

10.10 The range of outcomes from the assimilation will be:

- (i) Post 'matched' and post holder 'slotted-in' to the new post. Assimilation has determined that the post in is not significantly changed despite an element of change in functions/activities/ responsibilities.
- (ii) Post 'matched' but post holder will need to compete with other 'matched' employees for a reduced number of posts of a particular type and at a given level. All post holders will become 'redeployees'.
- (iii) Post 'not matched' because the proposed post is entirely new (given the functions/activities have not previously been undertaken) or the proposed post is a changed post because of the significant addition/deletion of different functions/activities/competencies, to the extent that it is, effectively, new. The existing post is deleted from the establishment and the post holder becomes a redeployee. Employees previously undertaking work that is allocated to new posts will be pooled for first consideration for new posts.

- 10.11 The assimilation panel will report the outcome to the relevant Director for decision. Staff affected will be consulted on the papers for the panel and the decision of the Director. Affected staff may appeal the decision to the Chief Executive (or in her absence the chair of RMT). The appeal decision is final. (see Appeals Policy).
- 10.12 Where change affects a Director post the outcome of the assimilation panel will report to a Member panel. The assimilation panel will comprise of the Chief Executive, a representative from UNISON and Staff Committee and the Head of HR. The Member panel will comprise of the Chair of the Authority, the Chair of the relevant committee, and one other member ideally with relevant professional background. The affected Director(s) will be consulted on the papers for the assimilation panel and the decision of the Member panel. Appeals on the decision will be heard by the Appeals Panel. The appeal decision is final.
- 10.13 Where change affects the Chief Executive post the Chair and Deputy Chair of the Authority will manage the change in line with chief officer terms and conditions, with scrutiny and decision taken by the Members.

11. Redeployment

- 11.1 The purpose of redeployment is to ensure that all reasonable steps are taken to secure continued employment of employees to retain valuable skills and knowledge. The Authority has a statutory obligation to seek suitable alternative employment for any employee at risk of redundancy. (This process is set out in the Redeployment process Guidance Notes.)
- 11.2 Redeployment may also be an option for a number of other reasons such as ill health and performance capability.
- 11.3 Support for individual employees identified for redeployment should start as soon as reasonably practicable. This could include coaching and counselling. (See Facing Change Support Package).
- 11.4 Redeployment is a two way process and it is essential that staff participate in opportunities when these arise and are prepared to consider retraining and reskilling where they are able.
- 11.5 Redeployment will normally be to alternative employment commensurate with the employee's experience, skills and abilities and, where practicable and appropriate, at a status and level of remuneration comparable with the former position. An employee should not be advantaged by redeployment.
- 11.6 Termination of employment due to redundancy will be a last resort, with the aim being to retain valuable expertise within the Authority wherever possible and to minimise costs of redundancy.

12. Salary Protection

- 12.1 The primary aim is to achieve redeployment that reflects employee's current remuneration package. In cases where this is not possible time limited salary protection will apply. Any protection of pay and conditions of service afforded under this policy apply only to the post taken under the redeployment procedure. In the event that the employee subsequently leaves or moves voluntarily to an alternative

position within the Authority and within the protection period the protection arrangements shall cease (see Salary Protection Guidance Notes).

13. Redundancy

13.1 Where redundancies are a potential outcome of organisational change, they will be handled effectively, fairly and in accordance with statutory obligations and good practice.

13.2 The **definition of redundancy** set out in the Employment Rights Act 1996 states that an employee is taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to:

- The fact that an employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was employed, or has ceased, or intends to cease, to carry out that business in the place where the employee was so employed, or
- The fact that the requirements of that business for employees to carry out work of a particular kind, or for employees to carry out work of a particular kind in the place they were so employed, have ceased or diminished, or are expected to cease or diminish.

13.3 No **notice of dismissal** on grounds of compulsory redundancy will be issued until:

- Full consultation has occurred with individual employees and UNISON/Staff Committee.
- All other options to avoid the need for compulsory redundancy have been exhausted.
- It has been clearly established, either through the deletion of specific posts, or through the outcome of ring fenced selection process, the individuals who will be affected.

13.4 An employee has the **right to be accompanied** at any formal change management meeting by a trade union or staff committee representative or a work colleague. An employee may not be accompanied by a solicitor or friend/relative from outside the Authority (unless required as a reasonable adjustment, for example, for a disability or to translate).

13.5 An employee does have the right to be accompanied by an official from an unrecognised trade union, as long as the official is certified by their union as having experience of, or as having received training in acting as a worker's companion at formal meetings (discipline, grievance, appeals).

13.6 The companion's role is to help the employee prepare for the meeting, take notes during the meeting for the employee and remind the employee of information/issues the employee wishes to discuss.

13.7 The Authority may, at its sole discretion, adopt the following **measures to avoid or minimise the need for compulsory redundancies**:

- Reduce the use of consultancy, contracting and/or agency services where appropriate to do so.
 - Non filling or deletion of vacant posts.
 - Limit external and internal recruitment to provide opportunities for affected employees.
 - Offer suitable alternative employment to affected employees.
 - Seek volunteers for redundancy, flexible retirement and/or early retirement only from those areas of employment where resources are being reduced or a problem needs to be resolved. (see – Policy on Retirement & Discretionary Pension Matters)
 - Where an application for voluntary redundancy is received from a post holder where the role is not redundant, consideration of ‘bumping’ will be undertaken by RMT on a case by case basis.
- 13.8 The opportunity for ‘bumping’ occurs when an employee in a key post applies for voluntary redundancy and an employee at risk of redundancy can be suitably redeployed into the key post. The RMT, or Members in the case of Chief Officers, will determine if the voluntary redundancy can be offered given their cost.
- 13.9 **Selection for redundancy** (compulsory and voluntary) will be on the basis of objective criteria which do not unfairly discriminate against individuals.
- 13.10 Where only an individual or whole work group is affected by redundancy, selection will not be required. Where there is a need to reduce the number of similar or overlapping jobs in a work area, all employees will form the ‘pool’ from which individuals will be selected for redundancy.
- 13.11 When considering selections for redundancy the underlying consideration will be the ongoing needs of the service. The Authority must maintain a balanced workforce able to meet service and customer needs. Determining the selection pool will be considered as part of the formal consultation process. Employees identified as falling within the pool will be advised in writing. Employees in the pool will be informed of the:
- selection criteria to be used and the weighting each is given;
 - method by which selection will be made;
 - process for validating relevant personal information;
 - selection process to be followed;
 - timescale for the selection process.
- 13.12 The following criteria may be used as a basis for consultation on selection with UNISON and Staff Committee.
1. Skills and competencies to meet future service and customer needs.
 2. Experience and qualifications relevant to future needs of the service.

3. Additional transferable skills and experience to be considered as evidence of flexibility and approach to work which may be a relevant service need.
 4. Attendance record.
 5. Disciplinary record.
 6. Length of service.
- 13.13 Failure to agree with UNISON and/or Staff Committee on criteria and weighting will not preclude the Authority from applying selection criteria which it considers fair and appropriate.
- 13.14 In cases where selection by interview is applied, it will comply with application of 1, 2, and 3 above.
- 13.15 **Records** must be kept throughout the selection process. Individual employees will be given feedback by the relevant manager as soon as possible after completing the exercise. Employees will receive details of their own results but not the results of other employees.
- 13.16 Once the consultation and selection is complete employees selected for redundancy will be notified in writing that they are individually at risk of redundancy and will become a redeployee on the redeployment register.
- 13.17 Employees who are dismissed on the grounds of redundancy and who have at least two years continuous local government service at the date of termination of employment will be entitled to a **redundancy payment**.
- 13.18 The redundancy payment due to each employee under the statutory redundancy payment depends on his or her age and length of service (up to twenty years). This determines the number of weeks pay due. For service within the Authority, redundancy payment is based on pensionable pay. Redundancy pay will be paid at the following rates:
- One and a half weeks' pay for each full year of employment in which the employee was aged 41 or over:
 - One weeks' pay for each full year of employment in which the employee was aged between 22 and 40; and
 - Half a week's pay for each full year of employment in which the employee was aged 21 and under.
 - A week's pay for this purpose will include all contractual allowances e.g. inconvenience allowance.
- 13.19 The Ready Reckoner at Appendix 2 is based on the current Statutory Scheme and gives the number of weeks pay which would be received.
- 13.20 There is no entitlement to pay if, prior to leaving, an employee receives an offer of employment in local government or with certain related bodies, which commences within four weeks of the last day of employment.

- 13.21 Where either a voluntary or compulsory redundancy is to take place, an employee will be given **formal written notice of redundancy**. Notice will be equivalent to their contractual notice or statutory notice, whichever is the greater. Where, in exceptional circumstances, this is not possible, the employee will receive payment 'in lieu' of notice for any shortfall of notice given.
- 13.22 It should be noted that notice of dismissal will not be extended due to sickness absence.
- 13.23 Efforts will continue during the notice period to seek opportunities for suitable alternative employment, receiving notification of vacancies before they are advertised and being given first opportunity to be considered for posts at or below their current post.
- 13.24 An employee who resigns prior to the formal notice period is not entitled to a redundancy payment.

14. Appeals Procedure

- 14.1 An employee who has been given notice of redundancy has a right to appeal against that selection to the Appeals Sub Committee. An employee wishing to appeal should do so, in writing to the Head of HR, giving reasons for the appeal as soon as possible and in any case within 10 working days of receiving formal notice of redundancy.
- 14.2 It should be noted that the Chief Officer National Conditions of Service (in the section headed 'Procedures relating to Discipline, Capability and Redundancy') state:

"The Chief Officer and a trade union representative should also be afforded an opportunity of making oral representations to the Committee Meeting concerned before a final decision is made." The 'Committee Meeting' for this Authority will be the Appeals Sub Committee.

15. Relationship with other policies and relevant legislation

- 15.1 This policy should be read in conjunction with the following:

- Equality in Employment Policy
- Retirement & Discretionary Pensions Matters Policy
- Well Being at Work Policy
- Communications and Consultation Guidance Notes
- Redeployment Guidance Notes
- Facing Change Support Package
- Salary Protection Guidance Notes

- 15.2 Relevant legislation:

- Employment Rights Act 1996 and 2002

- Fixed term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Part-time Workers (Less Favourable Treatment) Regulations 2000
- Trade Union and Labour relations (Consolidation) Act 1992 as amended by Trade Union Reform and Employment Rights Act 1993
- Local Government (Early termination of Employment Discretionary Compensation (England and Wales) Regulations 2000
- Redundancy payments (Continuity of Employment in Local Government etc.(Modification) Order 1999)
- Collective Redundancies and Transfer of Undertakings (Protection of Employment)Amendment Regulations 2014
- Equality Act 2010

Redeployment Guidance Notes



1 Introduction

- 1.1 There will be occasions when the Authority will need to redeploy employees. These could be following the completion of organisational change, on medical advice, or other appropriate circumstances.
- 1.2 Redeployment is a positive act which can enable the Authority to maintain the skills and experience of valued employees, as well as meeting its legal obligations.
- 1.3 These procedures set out to ensure that all staff subject to redeployment are treated in a fair and consistent manner. It also provides a hierarchy of redeployment reasons with an explanation of what this will mean and when it would be appropriate to apply redeployment. This guidance should be read in conjunction with Salary Protection Guidance Notes.

2 Hierarchy

- 2.1 There are several categories of Redeployment. The first two reasons for redeployment must be considered first and all others considered equally after the first two. Of the first two reasons, an applicant with a disability who is covered by the Equality Act who is seeking redeployment must be considered before any other applicant, including those facing redundancy.

3 Organisational Change

- 3.1 Any employee who becomes a 'redeployee' as a result of **organisational change** will receive confirmation in writing giving the reasons and detailing the procedure to be following during the 12 week redeployment period. They may be offered counselling and retraining assistance appropriate to their circumstances. This may include specialist help with advice on job search techniques, self-marketing and interview skills and career counselling.
- 3.2 An employee on a fixed term or temporary contract will normally have no right to the redeployment period where their contract is reaching its fixed end date. However, an employee on a fixed term or temporary contract who has 4 years or more continuous service with the Authority will be entitled to the same protection (ie redeployment period) afforded to permanent employees. In addition, where a permanent employee (4 years or more) is proposed to be dismissed on the grounds of redundancy but obtains a fixed term position which is subsequently not renewed, they will be afforded the redeployment period.
- 3.3 An employee can only be a redeployee for a maximum 12-week period. If at the end of the redeployment period no alternative post has been secured then the employee will be notified that they are 'at risk of redundancy'. They will receive written confirmation of their contractual notice for termination of employment for reasons of redundancy and the date of their last day of service and a schedule of any redundancy payment due. During the notice period it is crucial to note that the employee 'at risk' will be considered for and actively encouraged to consider opportunities for suitable alternative employment.
- 3.4 Employees who unreasonably refuse an offer of suitable alternative employment or refuse to be considered for a potentially suitable alternative employment opportunity will be advised that they will lose any entitlement to a redundancy payment.

4 Medical Condition when the redeployee is covered by the Equality Act

- 4.1 Redeployment may be necessary due to an underlying **medical condition**. Where the employee has been designated by Occupational Health as coming under the Equality Act legislation, the employee has been deemed unfit to return to their substantive post for a prolonged period, and there are no reasonable adjustments that can be put in place or it is not possible to make reasonable adjustments, then following medical advice from Occupational Health, that employee will have prior consideration for a post at the same or lower grade as their substantive post.

4.2 There is no salary protection associated with a medical redeployment. Managers in consultation with HR will set a time limit to this type of redeployment.

Some other reasons

- **Medical Capability – not covered by the Equality Act**
- **Discipline Capability**
- **Breakdown of working relationships**
- **Domestic Circumstances**

4.3 There is no salary protection associated with these types of redeployment.

5 Procedure

5.1 Details of employees who are redeployees are contained within the redeployment register.

5.2 Redeployees will be considered first for any vacancy that arises at the same grade or below. Human Resources will notify redeployees of all non casual vacancies before they are advertised in order to establish if a vacancy could be a redeployment opportunity. Redeployees will have 5 working days to express an interest in a vacancy with the HR office, and verify if it would be regarded as a reasonable redeployment to which pay protection would apply.

5.3 Redeployees should think widely about their skills and experience to see if they are transferable to a different type of work, indeed if a vacancy appears to be potentially suitable the redeployee will be asked to apply. Redeployees must take personal responsibility for liaising with HR to identify potential opportunities.

5.4 An appropriate selection process will be undertaken in accordance with the procedures agreed for the post. An offer will be made if there is a broad match of the redeployee and the post at essential person specification level. Where a formal qualification, or specific learning, is needed for a post and this can be obtained within a reasonable period of time, the potential of the redeployee to achieve this will be part of the decision over whether there is a broad match of the person and the post. Redeployees will be given support through a Learning & Development Plan to become established in their new post.

5.5 Where no redeployee is suitable for a vacancy then the post will be advertised internally and externally through normal recruitment procedures. Resource Management Team will consider if there are operational reasons to advertise internally first e.g. to create some movement and redeployment opportunities at a time of resource constraint.

5.6 For vacancies at a higher grade, redeployees will need to compete for the post in the normal manner given that the higher grade reflects increased responsibility/ knowledge/ skills are required.

5.7 Where a new post is created as a result of change and dis-establishment of a post and a proportion of the job content is derived from the disestablished post, the post holder, now a redeployee will have first opportunity to be considered for the changed post. Where the contents of the new post are derived from more than one disestablished post, the relevant redeployees will be ring-fenced and considered for the new post under competition. In general, an alternative post will be considered suitable if it:

- **provides similar earnings**
- **has similar status**
- **the terms and conditions are similar**
- **is within the employee's capability and there is a broad match between employee and the post at essential person specification level.**
- **any change of base is reasonable.**

- 5.8 If an employee does not want to be considered for, or accept a post which the Authority considers to be suitable, reasons must be given in writing to the Head of Human Resources for consideration with UNISON. If an employee wants to be considered for a post which the Authority considers to be unreasonable and pay protection will not apply, the request must be submitted in writing to the Head of Human Resources.

6 Trial Period

- 6.1 In some cases positions will be offered to employees who are redeployed on an initial four week trial basis, this will happen where there is uncertainty by the redeployee and/or the manager if this is the right appointment. After this period the manager will make a determination about the success of the redeployment and confirm this or otherwise. If the employee works beyond the end of the four-week trial, or a jointly agreed extended period, any redundancy entitlement will be lost because the employee will be deemed to have accepted the new employment.
- 6.2 If not successful the employee will return to their substantive post and remain a candidate for redeployment for whatever length of time has been determined. Advice should be sought from HR over any decision not to confirm appointment after a trial period. The employee preserves the right to a redundancy payment under the old contract. The redundancy will take effect from the date of the termination of the original contract.
- 6.3 If dismissal is due to a reason unconnected with redundancy e.g. gross misconduct, the employee will lose that entitlement.

Salary Protection Guidance Notes



1. Purpose

1.1 The purpose is to support organisational change by providing for employees basic pay to be protected where it is reduced as a result of:

- **Job evaluation**
- **Organisational restructuring**
- **Redeployment into alternative vacancy where the employee is displaced under notice of redundancy**

1.2 The primary aim is to achieve redeployment that reflects the employee's current remuneration package. In cases where this is not possible a time limited salary protection will apply. Any protection of pay and conditions of service afforded under the scheme will apply only to the post taken under redeployment procedure. In the event that the employee subsequently leaves or moves voluntarily to an alternative position within the Authority within the agreed protection period, the protection arrangement shall cease.

2. Salary protection will apply

- **Salary protection will apply on issue of a new contract of employment to the affected employee.**
- **Salary protection will be for a maximum of a 3 year period from the date of the new contract.**
- **The basic salary/hourly rate of pay will be protected for the contractual hours of the new redeployed post.**
- **Sick pay, holiday pay, maternity, paternity, shared parental or adoption pay will reflect the level of protected basic pay.**
- **An employee should not be advantaged contractually by redeployment.**
- **Protection excludes non contractual and incidental allowances attached to the previous post.**
- **All protected pay is pensionable.**

3. Salary protection will not

- **Apply where employees voluntarily move to another job.**
- **Apply where the reduction in pay is as a result of a reduction in hours.**
- **Apply where the difference in role and hence salary is considered unreasonable by RMT.**
- **Increased to cover additional hours, whether these are permanent or ad hoc.**
- **Be applied to overtime.**

4. Tenure – During the protection period:

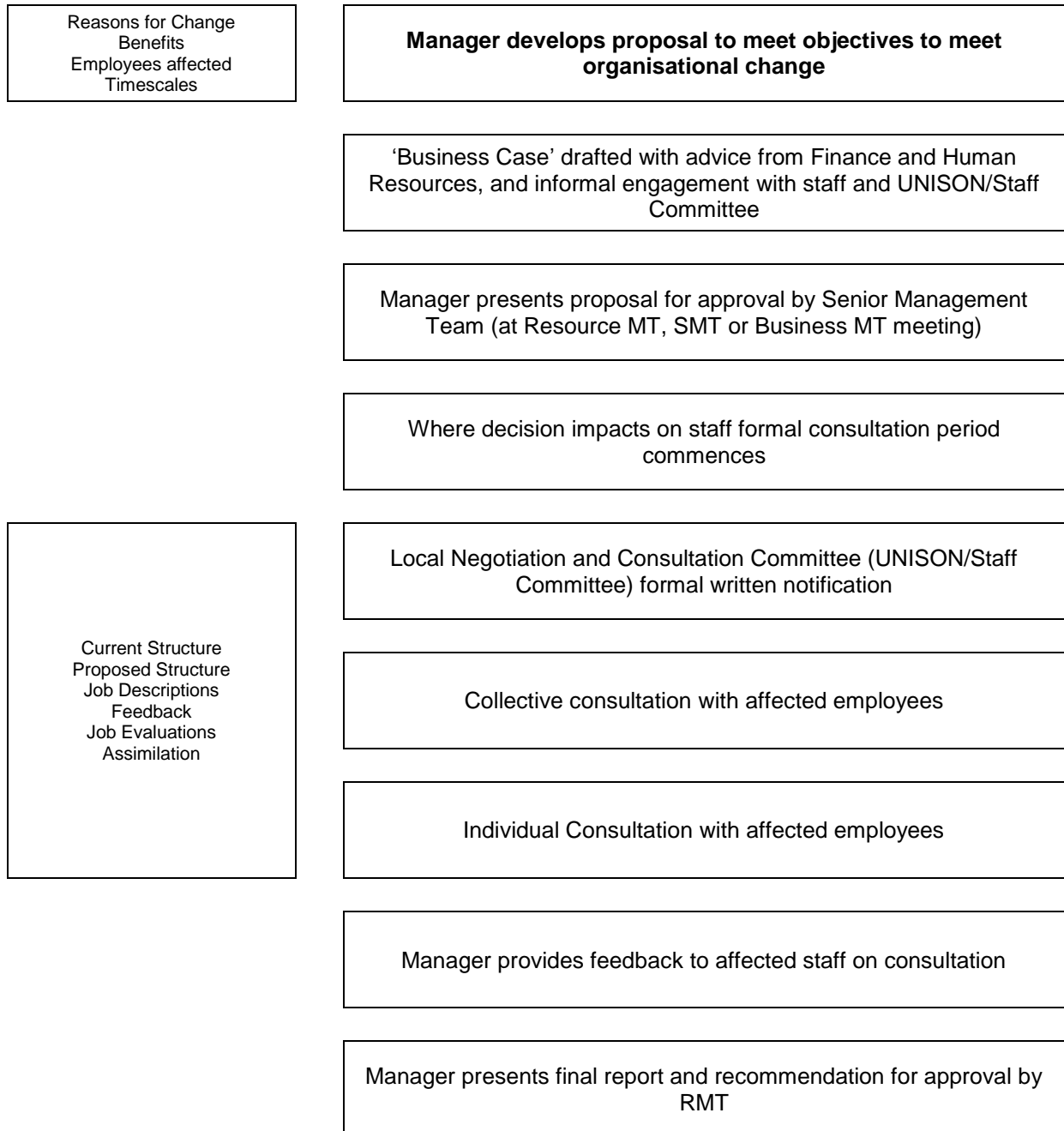
- **There will be no annual incremental progression on the protected grade**
- **Pay awards will not be applied until the substantive grade is equal to or greater than the protected salary**
- **Protection may end within the three year period where the new substantive grade catches up with the protected basic salary.**

4.1 At the end of the three year period, pay will be adjusted to the top point of the substantive grade. There is no right to appeal at the end of pay protection.



Appendix 1

Organisational Change Process Flowchart



Manager communicates decision to affected employees

Manager implements change

Appendix 2

		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Age in years	16	1	-																	
	17	1	1½	-																
	18	1	1½	2	-															
	19	1	1½	2	2½	-														
	20	1	1½	2	2½	3	-													
	21	1	1½	2	2½	3	3½	-												
	22	1	1½	2	2½	3	3½	4	-											
	23	1½	2	2½	3	3½	4	4½	5	-										
	24	2	2½	3	3½	4	4½	5	5½	6	-									
	25	2	3	3½	4	4½	5	5½	6	6½	7	-								
	26	2	3	4	4½	5	5½	6	6½	7	7½	8	-							
	27	2	3	4	5	5½	6	6½	7	7½	8	8½	9	-						
	28	2	3	4	5	6	6½	7	7½	8	8½	9	9½	10	-					
	29	2	3	4	5	6	7	7½	8	8½	9	9½	10	10½	11	-				
	30	2	3	4	5	6	7	8	8½	9	9½	10	10½	11	11½	12	-			
	31	2	3	4	5	6	7	8	9	9½	10	10½	11	11½	12	12½	13	-		
	32	2	3	4	5	6	7	8	9	10	10½	11	11½	12	12½	13	13½	14	-	
	33	2	3	4	5	6	7	8	9	10	11	11½	12	12½	13	13½	14	14½	15	-
	34	2	3	4	5	6	7	8	9	10	11	12	12½	13	13½	14	14½	15	15½	16
	35	2	3	4	5	6	7	8	9	10	11	12	13	13½	14	14½	15	15½	16	16½
	36	2	3	4	5	6	7	8	9	10	11	12	13	14	14½	15	15½	16	16½	17
	37	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15½	16	16½	17	17½
	38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16½	17	17½	18
	39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17½	18	18½
	40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18½	19
	41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19½
	42	2½	3½	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½
	43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
	44	3	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½
	45	3	4½	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
	46	3	4½	6	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½
	47	3	4½	6	7½	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
	48	3	4½	6	7½	9	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½
	49	3	4½	6	7½	9	10½	12	13	14	15	16	17	18	19	20	21	22	23	24
	50	3	4½	6	7½	9	10½	12	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	24½
	51	3	4½	6	7½	9	10½	12	13½	15	16	17	18	19	20	21	22	23	24	25
	52	3	4½	6	7½	9	10½	12	13½	15	16½	17½	18½	19½	20½	21½	22½	23½	24½	25½
	53	3	4½	6	7½	9	10½	12	13½	15	16½	18	19	20	21	22	23	24	25	26
	54	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	20½	21½	22½	23½	24½	25½	26½
	55	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22	23	24	25	26	27
	56	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	23½	24½	25½	26½	27½
57	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25	26	27	28	
58	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	26½	27½	28½	
59	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28	29	
60	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	29½	
61	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	30	