

APPENDIX 1

HUMAN RESOURCES & PERFORMANCE



MANAGING CHANGE POLICY & GUIDANCE NOTES

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MANAGING CHANGE POLICY

1. Policy

- 1.1 Staff are the Peak District National Park Authority's most valuable asset to enable delivery of the statutory purposes and duties in the National Park. The aim is to ensure staff:
- Are deployed effectively and efficiently
 - Know what they need to do and have the appropriate skills and knowledge to do it
 - Have interesting jobs
 - Feel valued, involved and cared for
 - Have equality in treatment and access to opportunities
 - Are able to balance their work with other demands in their lives.
- 1.2 The need to modernise, maintain and continuously improve service delivery and to respond to new challenges is also recognised. This policy enables fair treatment of staff during change arising from major organisational restructure through to development and change to individual posts.
- 1.3 Experience has shown that although there is often a commitment to and recognition of the need for change, there is also anxiety about the unknown. This policy provides an appropriate framework to facilitate and manage the implementation of change and to be clear about the approach to staffing issues. This clarity will help to alleviate anxiety and the processes outlined will be carried out in a supportive, fair and consistent manner.

2. Scope

- 2.1 This policy applies to all PDNPA employees with contract hours. The guidance notes show where, if there is a justifiable reason, conditions apply to fixed term contracts.

3. Principles in Managing Change in organisation development

- 3.1 The development and implementation of this policy and its guidance notes will be done in consultation and negotiation with UNISON as our recognised union and with Staff Committee representatives as part of our consultation processes. This way of working will apply to the following principles.
- 3.2 In order to reflect learning from experience the policy will be reviewed and any changes agreed to ensure that the policy and its guidance notes help achieve corporate outcomes and principles.
- 3.3 Standing orders gives delegated authority to Resource Management Team to manage staffing below Director 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 in order to release opportunities and to achieve objectives.
- 3.4 Changes to the establishment and to staffing (including the cost of the schemes in 3.3) should normally be fully funded from the existing staff budget. This means a full financial appraisal must be included in a Business Case to Resource Management Team.
- 3.5 Salary protection will apply for three years for posts downgraded through change.

- 3.6 The implementation of this policy will be supported with:
- 3.6.1 Appropriate communication and involvement of staff as part of the process of gaining commitment to flexibility and welcoming change and as part of discussing individual concerns/ideas.
 - 3.6.2 Continuing investment in training and development to ensure all staff have the opportunity to develop their skills, knowledge and behaviour.
 - 3.6.3 Consideration of specific issues including generic /core job descriptions, Joint Performance & Achievement Review, career paths, succession planning and job satisfaction.

4. Process

- 4.1 Where structure change is approved it is important to determine the extent of change to individual posts. This is required to determine if posts are 'slotted into' the new structure, or if the post is to be disestablished and the post holder is eligible for redeployment.
- 4.2 The Head of Human Resources & Performance will advise the line manager on the appropriate process to determine the level of change, through either the job evaluation process or the post assimilation process.
- 4.3 Where permanent posts are disestablished post holders will become redeployees and all reasonable efforts will be made to secure redeployment opportunities in order to retain staff, their knowledge, skills and expertise.
- 4.4 There is no right or entitlement to Early Retirement (Employer's Release). It may be considered if the business case proves to be in the best interests of the Authority and the individual, is affordable and a good use of public money
- 4.5 Where no suitable alternative employment is secured and a redundancy is unavoidable, an Authority and Statutory redundancy payment is made in accordance with the guidance notes.
- 4.6 Staff have the right to be accompanied by a trade union official, staff committee representative or PDNPA colleague at any formal change management meeting.

5. Documentation

- 5.1 All change management processes (e.g. post assimilation, redeployment interview etc) must be fully documented.
- 5.2 Staff will be given written confirmation of the need for change and how it affects them individually. The outcome ('slotting in', redeployment period for relevant staff, appointment, 'at risk' of redundancy and consideration for suitable alternative employment, confirmation of redundancy) will also be confirmed in writing.
- 5.3 Documents may be relied upon for internal appeals processes and, if required, at an external employment tribunal.
- 5.4 Documentation will be kept in accordance with the Data Protection Act. Notes will be copied and circulated to the relevant parties, who must also ensure confidentiality and secure retention.

6 Equality and Diversity

- 6.1 All change management situations must be managed fairly and be free from discrimination, direct or indirect. When participating in the change process those involved should manage the tensions that can arise between meeting the needs of the organisation and the needs of individuals.
- 6.2 Statutory provisions, e.g. equalities legislation, will always take precedence.

7 Resource Management Team Responsibilities

- 7.1 Resource Management Team (including the Head of Finance and the Head of Human Resources & Performance) has delegated authority in Standing Orders to manage organisational development, including the associated cost and methodology.
- 7.2 To implement major organisation structure change approved at Committee.
- 7.3 To encourage opportunities for staff development and retraining through changes in jobs, less reliance on fixed term contracts, better job satisfaction and career paths and through improving work life balance.
- 7.4 To ensure sensitive handling of people issues by avoiding, mitigating or reducing the adverse effects of change on staff. This includes seeking to avoid compulsory redundancy.
- 7.5 To contribute to developing a culture of flexibility, empowerment and delegation.
- 7.6 To consider opportunities for staff to leave where this is their wish and is in the interests of the organisation
- 7.7 To take due regard of Audit Commission advice on the proper use of public money when managing change and reduction in staffing.

8. Manager responsibilities

- 8.1 To initiate change through a business case to Resource Management Team
- 8.2 To adhere to the change management processes
- 8.3 To keep staff involved fully informed and support those undergoing change
- 8.4 To take equality and diversity considerations into account
- 8.5 To seek advice from Human Resources & Performance
- 8.6 To ensure notes are taken and stored securely and maintain confidentiality of information.

9 Employee responsibilities

- 9.1 To follow change management processes constructively in the timescales required (to include actively seeking and applying for redeployment opportunities)
- 9.2 To seek feedback, guidance and clarification from their manager
- 9.3 To seek guidance from Human Resources & Performance if required
- 9.4 To maintain confidentiality of information.

10 Human Resources & Performance responsibilities

- 10.1 To provide advice and guidance to managers and employees on the fair and reasonable operation of this policy
- 10.2 To confirm process and outcomes to staff in change management letters
- 10.3 To monitor cases and provide management information
- 10.4 To maintain confidentiality of information
- 10.5 To review this policy in line with drivers from change in legislation, through feedback as a Learning Organisation or developments in best practice.

Relevant Legislation and PDNPA Policy

Equality Act 2006
Employment Act 2002
Data Protection Act 1998
Age Discrimination Act 2006
Work and Families Act 2006
Employment Rights Order 2006
Employment Relations Act 2004
Disability Discrimination Act 2005
Trade Union and Labour Relations (Consolidation) Act 1992
Fixed-Term Employees (Prevention of Less Favorable Treatment) Regulations 2002
PDNPA Comprehensive Equality Policy (particularly Equality in Employment)
PDNPA Joint Performance and Achievement Review process
PDNPA employment policies
PDNPA Values

MANAGING CHANGE POLICY GUIDANCE NOTES

Introduction

- 11.1 The purpose of these notes is to give practical guidance on the implementation of the policy. These notes do not form part of the Managing Change Policy itself.
- 11.2 Experience has shown that although there is often a commitment to and recognition of the need for change, there is also anxiety about the unknown. These notes give clarity to help to alleviate anxiety and the processes outlined will be carried out in a supportive, fair and consistent manner.
- 11.3 The Managing Change policy is implemented in order to achieve a balance in protecting staff and giving redeployment opportunities and generating opportunities for development/promotion for others. Managers will ensure that no discrimination occurs (either directly or indirectly) to part time and fixed term contract employees as required by legislation.
- 11.4 Managers might pursue structure change or change to an individual post because they have absolute confidence in staff to take on new ways of working, to thrive on change and take on opportunities for personal development and growth. Sometimes the need for change is generated by staff themselves as they can see opportunities for performance improvement.
- 11.5 On occasion, change may be difficult for individual staff. This can range from a period of uncertainty and feeling of insecurity through to dealing with confirmation that their post is redundant. These guidance notes enable the fair and supportive treatment of staff in difficult and uncertain situations created by change.
- 11.6 The guidance notes will be updated periodically through consultation with Management Team, UNISON and Staff Committee. Updates will be based on learning from experience, change to the policy and/or legislation and best practise.

Steps to implementation of Change

- 12.1 Where a change to the establishment is approved it is important to determine the extent of change to individual posts in order to determine if posts are 'slotted into' the new structure, or if the post is to be disestablished and the post holder is eligible for redeployment.
- 12.2 The Head of Human Resources & Performance will advise the line manager on the appropriate process to determine the level of change, either the job evaluation process or the assimilation process.
- 12.3 **The job evaluation process** will be used either
 - 12.3.1 When an individual post remains substantially the same in character/ majority of job description remains the same but there is a modest element of change (either losing or gaining some duties/ responsibilities) in the role. The Head of Human Resources & Performance will be aware of where the post sits in the job evaluation scoring such that a relatively modest change might require full evaluation. If the grade changes the post holder has a continuing contractual right to the changed post but will require a meeting with their line manager to discuss the change to duties/ responsibilities and to update

the personal development plan to determine any learning or development needs. If the grade reduces the post holder will receive 3 years salary protection.

12.3.2 When an individual post remains the same in character but the changes are significant enough to increase the scale of post by more than one grade. The post holder will become a redeployee with first opportunity to be considered for the changed post.

12.4 **The assimilation process** will be used where several posts need to be considered or where the scale and nature of change needs to be determined.

12.4.1 Where an assimilation process is appropriate a panel will be convened comprising the appropriate Director or Head of Service, a representative from UNISON and from Staff Committee and the Head of Human Resources & Performance. The appropriate Head of Service or Team Manager will supply information through the assimilation pro forma so that the panel can 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.

12.4.2 Normally the range of outcomes from assimilation will be:

- (i) Post 'matched' and post holder 'slotted-in' to the new post. Assimilation has determined that the post 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. Other redeployees will then have prior consideration for vacancies at or below their current grade before full internal and external recruitment is considered.

12.4.3 All posts identified as new through an assimilation process will also be subject to job evaluation. The Local Government Job Evaluation Scheme does not apply to Director and Chief Executive posts. The grading process for any new posts on Chief Officer conditions is to be determined by the Head of Human Resources & Performance in consultation with the Chair of the Authority and the Chief Finance Officer.

12.5 All reasonable attempts will be made to facilitate redeployment, re-training and re-skilling of permanent staff designated as a 'redeployee' during the redeployment period in accordance with the Redeployment Procedure outlined in section 13 of these guidance notes. It is essential to understand that being a redeployee does not mean that there is anything wrong with the individual's work performance. On the contrary the whole emphasis of being a redeployee is to seek opportunities to retain the valuable skills and knowledge of the employee. Fixed term contract staff are not eligible to be designated 'redeployees' given their employment is fixed term due to limited of funding and to achieve specific outcomes during the term of the contract.

12.6 If a redeployee has not secured a post at the end of the redeployment period they will become 'at risk of redundancy' and be given contractual notice with a date effective for their post to be redundant. As Fixed term contracts may be extended for a period if new funding is secured, staff on these contracts will always be given contractual notice to confirm the actual end date of their contract and become 'at risk' during their notice

period. During the notice period, the 'at risk' employee will still be given first consideration for and be actively encouraged to consider suitable alternative employment. Staff (permanent or fixed term) whose posts are made redundant will be eligible for a redundancy payment (see section 15 of these guidance notes) if they have a minimum of 2 years continuous local government service at the date of redundancy.

- 12.7 The compulsory redundancy option will only be considered as a last resort once all other options have been fully exhausted. Clear procedures are given at section 15 of these guidance notes given the formality and seriousness of compulsory redundancy.
- 12.8 The discretionary option of Early Retirement (Employers Release) under the Pension Scheme Regulations may be considered if the business case shows it is in the best interests of the organisation and the individual. Staff wanting to know more about these regulations should contact the Head of Human Resources & Performance. All cases will be subject to the approval of the Authority (delegated in Standing Orders to Resource Management Team) given the cost/ good use of public money considerations of such an option.
- 12.9 Appropriate support will be offered to staff with more than 5 years service, who may need specialist help to help them manage early retirement or notice of compulsory redundancy. This may include or 'outplacement support' i.e. advice on job search techniques, self-employment options, self-marketing and interview skills and/or. counselling. Retirement courses (to provide information and guidance on pensions, tax, investment) may also be run.

Right to be accompanied

- 12.10 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 PDNPA (unless required as a reasonable adjustment, for example, for a disability or to translate).
- 12.11 Where an employee chooses to be accompanied by a trade union representative, it is good practice for this person to come from the union recognised by the PDNPA, i.e. UNISON. However, an employee does have the right to be accompanied by an official from another trade union, as long as the official is certified by their union as having experience of, or has having received training in acting as a worker's companion at formal meetings (discipline, grievance, appeals)
- 12.12 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. The companion may address the meeting in order to put the employee's case, ask questions, sum up the employee's case and respond on the employee's behalf to any view expressed at the meeting. A companion may not answer questions directed to the employee, address the hearing if the employee does not wish it, or prevent the manager from explaining their case. The employee and/or the companion may request reasonable adjournments during a meeting, for example, in order to confer.

Record Keeping

- 12.13 All records relating to change management should be kept in accordance with the Data Protection Act 1998, Freedom of Information Act 2000 and the PDNPA's Data Protection Statement (Appendix 3 of the PDNPA's E-policy), which require the secure storage and release of certain data to individuals on their request. The individuals concerned should be given, in confidence, copies of any meeting records, although in certain circumstances some information may be withheld (e.g. other employee's information).

13. Redeployment Procedure

Purpose

- 13.1 The purpose of this procedure is to ensure that all reasonable steps are taken to secure continued employment for permanent staff designated as redeployees in order to retain valuable skills and knowledge.

Fixed term contract staff are not eligible for redeployment procedures described below. This is because the term of the contract is fixed by funding available for work to be done during the term of the contract. Funding would therefore not be available to extend the contract to give a redeployment period. Contractual notice is given to confirm the end of a fixed term contract and support will be given, in the same way as permanent employees, to seek opportunities for suitable alternative employment during the notice period in order to retain skills and knowledge.

Principles

- 13.2 Consultation with staff, UNISON and Staff Committee will take place as soon as redeployees are identified. As a minimum, all statutory consultation timescales will be met (see Redundancy Procedures).
- 13.3 The operational reason for a post being ring-fenced as subject to change will be made clear as part of the discussions with staff, UNISON and Staff Committee. In some cases ideas for change are generated by staff keen to work in different ways and keen to take advantage of personal development opportunities.
- 13.4 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.
- 13.5 The primary aim is to achieve redeployment at the same grade. However, where this is not possible and an employee accepts a post at a lower grade, salary protection will apply for 3 years. If a vacancy exists at a higher grade it is open to full competition since the responsibilities are greater and require additional skills/ experience than that of the redeployee's current post.

Procedure

- 13.6 Any member of staff who is a redeployee will receive confirmation in writing giving the reasons and detailing the procedure to be followed during a 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.
- 13.7 Redeployees will be considered first for any vacancy that arises at the same grade or below. Human Resources will personally notify redeployees of all non casual vacancies before they are advertised in order to establish if a vacancy could be a redeployment opportunity. 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.
- 13.8 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.

- 13.9 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.
- 13.10 For posts 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.
- 13.11 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.

Offer of suitable alternative employment and trial periods

14. See Redundancy Procedures in section 17.

14. Early Retirement (Employer's Release) Scheme

Introduction

- 14.1 The Early Retirement (Employer's Release) is a discretionary scheme applied only to those areas of employment where resources are being reduced/a problem needs to be resolved. Application of the Scheme shall be solely at the Authority's discretion and confers no rights or entitlements. Standing Orders delegate decision making to Resource Management Team.
- 14.2 All applications will be subject to the approval of Resource Management Team and there are no rights or entitlements to Early Retirement (Employer's Release).
- 14.3 Applicants will normally have at least two years' service for pension purposes and currently contribute to the Local Government Pension Scheme. Given pension scheme rules on discounting pensions paid early and for longer, the cost of early retirement may be substantial.

Process

- 14.4 Resource Management Team will consider the business case for early retirement together with the source of funding, whether it is affordable and in the best interests of the Authority and the individual. Changes to the establishment and to staffing should normally be fully funded from the existing staff budget. Resource Management Team will consider if the cost is a 'good use of public money' and if there are any special circumstances in the case.
- 14.5 Resource Management Team may invite certain employees to volunteer for early retirement. Employees will be required to enter into a formal consensual agreement with the Authority, which will include mutual agreement as to the date on which the employee will retire.
- 14.6 Resource Management Team may amend or withdraw this Scheme after consultation with UNISON and with Staff Committee representatives.
- 14.7 Employees given Early retirement (Employer's Release) will receive the immediate payment of pension and lump sum, calculated in accordance with the provisions of the pension scheme. Pensions Department can give employees advice on possible scheme payments. Generally this will be as follows:

For staff employed before 1 April 2008

- $\frac{1}{80}$ th of pay for pension purposes during last year x period of membership (adjusted for part-time working if applicable) or reckonable service and lump sum $\frac{3}{80}$ th of pay for pension purposes during last year x period of membership (adjusted for part-time working if applicable) or reckonable service.

Or $\frac{1}{60}$ th pension and no lump

Staff employed after 1 April 2008

- Pension based on $\frac{1}{60}$ th and no lump sum.

- 14.8 The period of membership used in the calculation of benefits will be reduced for those married, divorced or widowed men with service prior to 1 April 1972. This adjustment was introduced on 1 April 1998 and replaced the $\frac{1}{80}$ th lump sum provision for pre-1972 service.

From 1 October 2006 there is no longer a provision for 'added years' in discretionary compensation.

15. Voluntary Redundancy

Introduction

- 15.1 The Voluntary Redundancy Scheme will only be applied to those areas of employment where resources are being reduced/ a problem needs to be resolved. Application of the Scheme shall be solely at the Authority's discretion, delegated in Standing Orders to Resource Management Team in managing the establishment below Director level and confers no rights or entitlements.
- 15.2 The Authority agrees to exercise its discretion under the appropriate Compensation Regulations and pay compensation in the form of an enhanced redundancy payment, calculated in accordance with paragraph 5 below.
- 15.3 All applications will be subject to the approval of the Authority with decision making delegated in Standing Orders to Resource Management Team.
- 15.4 The Authority may amend or withdraw the Scheme after consultation with UNISON as the recognised Union and with Staff Committee representatives.

Payments

- 15.5 (a) To qualify for redundancy payment employees (on permanent or fixed` term contracts) must have been continuously employed for at least two years with the Authority/local government.

There is no entitlement to pay under (b) below 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.

- (b) Employees will receive:
- (i) A statutory **redundancy payment** limited by the statutory maximum weekly pay figure
 - (ii) An amount of **compensation** not exceeding the difference between the amount of the statutory redundancy payment and the employee's actual weekly pay figure.

The total of the above amounts is equivalent to a redundancy payment calculated on the employee's weekly rate of pay for normal working hours. The maximum payment is 30 weeks pay and the amount currently depends on age and the period of continuous service (see Redundancy Payment Ready Reckoner Table in section 16) but might be affected by implementation of age discrimination legislation in the future.

15.6 **Employees aged 50 or over**

Employees who are aged 50 or over at the date of leaving, have at least two years' service for pension purposes and contribute to the Local Government Pension Scheme, will be eligible for the immediate payment of benefits in accordance with the provisions of the Scheme. For staff joining before 1 April 2008

- $\frac{1}{80}$ th of pay for pension purposes during last year x period of membership (adjusted for part-time working if applicable) or reckonable service and lump sum
- $\frac{3}{80}$ th of pay for pension purposes during last year x period of membership (adjusted for part-time working if applicable) or reckonable service. Or $\frac{1}{60}$ th pension and no lump.

And for staff joining after 1 April 2008, a pension based on $\frac{1}{60}$ ths and no lump sum.

The period of membership used in the calculation of benefits will be reduced for those married, divorced or widowed men with service prior to 1 April 1972. This adjustment was introduced on 1 April 1998 and replaced the $\frac{1}{80}$ th lump sum provision for pre-1972 service. There is no longer a provision for 'added years' in discretionary compensation.

16. Compulsory Redundancy

Introduction

- 16.1 The Authority will apply the same conditions and payments as the Voluntary Redundancy Scheme except that the Redundancy Procedures given in section 17 will be followed for all compulsory redundancies.

Redundancy Payment

- 16.2 The terms of the Redundancy Payment are also laid down by statute in the Employment Rights Act of 1996 and the Employment Equality (Age) Regulations 2006. In some cases the length of service will include additional years from other employers covered by the Redundancy Payments (Local Government) (Modification) Orders. The Authority will adopt any further changes to the statutory redundancy scheme in response to age discrimination regulations.
- 16.3 Currently a minimum of two years' continuous local government service is required to qualify for redundancy payment. Service is counted back from the date of termination and only complete years count.
- 16.4 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.

Number of Weeks Pay

- 16.5 The amount of redundancy pay payable depends on age and the period of continuous service. The Ready Reckoner table below is based on the current Statutory Scheme gives the number of weeks' pay which would be received.

Note:

- (a) As a result of the Age Regulations from October 2006, service before the employee's 18th birthday will be taken into consideration and the previous discount for employees aged 64 have been removed. Eligibility to redundancy pay currently ceases at age 65.
- (b) Pay is based on one week's pay for each complete year of continuous service up to a maximum of 20 years service
- (c) A week's pay for this purpose will include all contractual allowances e.g. Inconvenience Allowance.

| | | | | | | | | | | | | | | | | | | | | | |
|--------------------|-----------|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Age in years | 20 | 1 | 1 | 1 | 1 | - | | | | | | | | | | | | | | | |
| | 21 | 1 | 1½ | 1½ | 1½ | 1½ | - | | | | | | | | | | | | | | |
| | 22 | 1 | 1½ | 2 | 2 | 2 | 2 | - | | | | | | | | | | | | | |
| | 23 | 1½ | 2 | 2½ | 3 | 3 | 3 | 3 | - | | | | | | | | | | | | |
| | 24 | 2 | 2½ | 3 | 3½ | 4 | 4 | 4 | 4 | - | | | | | | | | | | | |
| | 25 | 2 | 3 | 3½ | 4 | 4½ | 5 | 5 | 5 | 5 | - | | | | | | | | | | |
| | 26 | 2 | 3 | 4 | 4½ | 5 | 5½ | 6 | 6 | 6 | 6 | - | | | | | | | | | |
| | 27 | 2 | 3 | 4 | 5 | 5½ | 6 | 6½ | 7 | 7 | 7 | 7 | - | | | | | | | | |
| | 28 | 2 | 3 | 4 | 5 | 6 | 6½ | 7 | 7½ | 8 | 8 | 8 | 8 | - | | | | | | | |
| | 29 | 2 | 3 | 4 | 5 | 6 | 7 | 7½ | 8 | 8½ | 9 | 9 | 9 | 9 | - | | | | | | |
| | 30 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 8½ | 9 | 9½ | 10 | 10 | 10 | 10 | - | | | | | |
| | 31 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 9½ | 10 | 10½ | 11 | 11 | 11 | 11 | - | | | | |
| | 32 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 10½ | 11 | 11½ | 12 | 12 | 12 | 12 | 12 | - | | |
| | 33 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 11½ | 12 | 12½ | 13 | 13 | 13 | 13 | 13 | - | |
| | 34 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 12½ | 13 | 13½ | 14 | 14 | 14 | 14 | 14 | - |
| | 35 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 13½ | 14 | 14½ | 15 | 15 | 15 | 15 | 15 |
| | 36 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 14½ | 15 | 15½ | 16 | 16 | 16 | 16 |
| | 37 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 15½ | 16 | 16½ | 17 | 17 | 17 |
| | 38 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 16½ | 17 | 17½ | 18 | 18 |
| | 39 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 17½ | 18 | 18½ | 19 |
| | 40 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 18½ | 19 | 19½ |
| | 41 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 19½ | 20½ |
| | 42 | 2½ | 3½ | 4½ | 5½ | 6½ | 7½ | 8½ | 9½ | 10½ | 11½ | 12½ | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ |
| | 43 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 21½ |
| | 44 | 3 | 4½ | 5½ | 6½ | 7½ | 8½ | 9½ | 10½ | 11½ | 12½ | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | 22½ |
| | 45 | 3 | 4½ | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 22½ |
| | 46 | 3 | 4½ | 6 | 7½ | 8½ | 9½ | 10½ | 11½ | 12½ | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | 22½ | 23½ |
| | 47 | 3 | 4½ | 6 | 7½ | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 23½ |
| | 48 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 11½ | 12½ | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | 22½ | 23½ | 24½ |
| | 49 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 24½ |
| | 50 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | 22½ | 23½ | 24½ | 25½ |
| | 51 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 25½ |
| | 52 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | 22½ | 23½ | 24½ | 25½ | 26½ |
| | 53 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 26½ |
| 54 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 20½ | 21½ | 22½ | 23½ | 24½ | 25½ | 26½ | 27½ | |
| 55 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 27½ | |
| 56 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 23½ | 24½ | 25½ | 26½ | 27½ | 28½ | |
| 57 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25 | 26 | 27 | 28 | 28½ | |
| 58 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 26½ | 27½ | 28½ | 29½ | |
| 59 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 27 | 28 | 29 | 29½ | |
| 60 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 27 | 28½ | 29½ | 30 | |
| 61 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 27 | 28½ | 30 | 30 | |
| 62 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 27 | 28½ | 30 | 30 | |
| 63 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 27 | 28½ | 30 | 30 | |
| 64 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 27 | 28½ | 30 | 30 | |

Redundancy procedures

17. Introduction

- 17.1.1 The Authority fulfils all of its statutory obligations if the last resort option of compulsory redundancies becomes a reality.
- 17.1.2 Any compulsory redundancy is carried out fairly and sensitively and in full consultation with employees affected, UNISON and Staff Committee representatives.

Redundancy definition

- 17.2 Redundancy is defined by the Employment Rights Act 1996 as a dismissal attributable wholly or mainly to:
- 17.2.1 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
- 17.2.2 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.

Consultation

- 17.3.1 If one or more employees are affected by proposals for redundancy, the Authority will formally consult, with UNISON as our recognised union and Staff Committee as part of our staff consultation processes, at the earliest opportunity. This applies regardless of the number of hours worked by an employee, whether the redundancies are compulsory or voluntary, whether or not an employee is a member of UNISON.

The Authority, in its consultation with UNISON and Staff Committee, will be seeking ways of

- Avoiding the redundancies
 - Reducing the number of redundancies
 - Mitigating the consequences of the redundancies.
- 17.3.2 In accordance with employment legislation, the following information will be disclosed in writing to UNISON and Staff Committee as soon as it is available to aid the consultation process:
- The reasons for the proposed redundancies.
 - The numbers and descriptions of employees it is proposed to dismiss as redundant.
 - The total number of employees of that description employed at the establishment in question.
 - The proposed redundancy selection methodology
 - How the proposed dismissals are to be carried out, including the time period
 - The proposed method of calculating any redundancy payments.
 - Opportunities for suitable alternative employment within the organisation.
- 17.3.3 Employees affected will be consulted the earliest opportunity and will be involved in discussions and kept informed of developments.
- 17.3.4 Employees who are identified as 'at risk of redundancy' will be notified in writing and given their contractual or statutory notice period which ever is the greater. They will be given first consideration for vacancies in an attempt to retain them, their valuable skills and knowledge. If suitable alternative employment has not been found during the notice

period, the employment will end for reasons of redundancy at the expiry of the notice period.

17.3.5 Statute requires that where multiple redundancies are proposed, consultations must begin in good time and as soon as practicable. In any event consultation must start with the recognised trade unions as prescribed by statute as follows

- Where 100 or more employees are to be made redundant at one establishment, at least 90 days notice will be given before the first of the dismissals takes effect.
- Where 20 or more (but less than 100) employees are to be made redundant at least 30 days notice will be given.

17.3.6 The Head of Human Resources & Performance will notify the Chair and Vice Chair of Services Committee of any compulsory redundancy of permanent posts. The Head of Human Resources & Performance is also responsible for notifying the Secretary of State for Employment if 20 or more employees are to be made redundant within a specified period of time. The timescales for the notification are as follows:

- If 100 or more employees are to be dismissed as redundant at one establishment, over a period of 90 days or less, at least 90 days notice will be given prior to the first dismissal taking place.
- If 20 to 99 employees are to be dismissed as redundant at one establishment, over a period of 90 days or less, at least 30 days notice will be given prior to the first dismissal taking place.

Formal Notice of Redundancy

17.4.1 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.

17.4.2 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.

17.4.3 An employee who resigns prior to the formal notice period is not entitled to a redundancy payment.

Appeals Procedure

17.5.1 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 Human Resources & Performance, giving reasons for the appeal as soon as possible and in any case within 15 working days of receiving formal notice of redundancy.

17.5.2 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.

Suitable Alternative Employment

- 17.6.1 The Authority will take every reasonable step to secure continued employment for employees who has been given notice and is 'at risk' of redundancy by trying to find suitable alternative employment within the organisation during the notice period.
- 17.6.2 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.
- 17.6.3 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 & Performance for consideration with UNISON.
- 17.6.4 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.

Trial Period

- 17.7.1 An employee who is offered suitable alternative employment will have a statutory right to a four-week trial period in the new position to assess whether or not the new role is acceptable to both employee and employer. This trial will begin at the end of the employee's employment under the previous contract and ends after 4 calendar weeks. It can be extended by an agreement in writing between the employer and employee for the purpose of re-training. Such an extension will be considered if requested by either the employer or the employee.
- 17.7.2 If the employee works beyond the end of the four-week period or the jointly agreed extended period any redundancy entitlement will be lost because the employee will be deemed to have accepted the new employment.
- 17.7.3 If the Authority wishes to end the new contract within the four weeks for a reason connected with the employee's performance in the new post, the employee will preserve the right to a redundancy payment under the old contract. The redundancy will take effect from the date of termination of the original contract.
- 17.7.4 If dismissal is due to a reason unconnected with redundancy e.g. gross misconduct, the employee will lose that entitlement.