



CITY OF  
*Lincoln*  
COUNCIL

## Appendix A

### Management of Change incorporating Redeployment and Pay Protection

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## **Management of Change Policy and Procedures**

### **1. The Purpose of the Policy**

- 1.1 The Council requires the flexibility to respond to change. Changes in the delivery of services, legislative changes and budget restrictions can all have an impact on the composition and structure of the Council's workforce. It is important that the Council manages such change in a responsible manner and recognises the difficulties that can sometimes face employees in such circumstances.
- 1.2 The aims of this policy are:
- to ensure that change is managed fairly and consistently;
  - to provide a clear procedure for the management of change for both Managers and employees;
  - to ensure a consultative approach to change that engages affected employees and their Trade Union representatives;
  - to recognise the Council's responsibilities for making reasonable efforts to offer suitable alternative employment to affected employees and take all reasonably practicable steps to avoid compulsory redundancy;
  - to recognise the need for flexible deployment of employees throughout the Council and provide training and other support for this purpose;
  - to treat employees in a fair and consistent manner with sensitivity to individual circumstances;
  - to follow good employment practice and duties embodied in employment law.

### **2. Principles**

- 2.1 This policy is based on the following principles:
- change is necessary to ensure continuing operational effectiveness and continuity of service delivery;
  - it is important to minimise the destabilising effect of placing employees 'at risk';
  - fair and equitable arrangements that will safeguard the interests of employees affected by change and ensure equality of opportunity are important in securing effective change;
  - the Council's recognised Trade Unions have an important role in the development and application of this and related policies;
  - consultation at key stages in the change process is critical to ensuring employees and their Trade Union representatives are effectively involved and engaged;
  - to give assistance, as far as is reasonably practicable, to any employees who are under notice of redundancy with the aim of maximising their chances of obtaining alternative employment;

- the transfer of employees from current to new structures should give priority to maximising employment opportunities to directly affected employees over opportunities for personal advancement;
- the term “Manager” is used throughout this document. It is a generic term that incorporates a wide range of job titles in practice;
- a written record of key consultation events will help to support the change process;
- this policy is one of a number of Council policies that may apply in management of change situations. Such policies are designed to complement each other. Advice and further information on this is available from HR.

### **3. Eligibility**

3.1 This policy applies to all employees of the Council.

### **4. Responsibilities:**

#### **4.1 Directors, Assistant Directors and Heads of Service**

- To provide effective leadership and support to Managers and employees involved in the change process.

#### **4.2 Managers**

- To know, understand and apply the policy and procedures.
- To release Trade Union Representatives and/or employee representatives in order to enable them to fully engage in the Management of Change process as required.

#### **4.3 HR**

- To advise on the application of the policy and procedures.
- To review and maintain the policy, ensuring it complies with legal requirements and is fit for purpose.
- To advise and support Managers and employees affected by the application of this policy.
- To ensure Managers are appropriately trained

#### **4.4 Trade Union**

- To support affected employees (where applicable) in order to enable them to fully engage in the Management of Change process as required.
- To attend consultation meetings with employees where requested/required.

- To act on an employees behalf and represent their interests during the consultation period where this is specifically requested by the employee(s).

## **5. Manager's responsibility prior to commencing formal consultation**

### **5.1 Preparation**

- The Manager must notify the HR Manager and Trade Unions of any potential staffing structural changes in their service areas at the earliest opportunity and an HR Associate will be allocated to advise the Manager on HR procedures during the Management of Change process.
- The Manager should give due consideration as to whether the proposed structure changes should seek the views of CMT and/or "Towards Financial Sustainability Group" (TFS) at an early stage (prior to the start of any processes).
- The Manager should consider whether or not he/she needs to liaise at the outset with:
  - Procurement;
  - Health and Safety;
  - Finance;
  - Democratic Services;
  - Legal Services.
- It is the Manager's responsibility to inform HR of all employees who could be either directly or indirectly affected by any proposed changes. Employees who may be indirectly affected by any proposed changes must also be included in the consultation, e.g. any other employees who may, as a result of the Management of Change process, be expected to undertake amended and/or additional duties.
- The Manager should seek advice from HR on arrangements for employees on maternity, paternity, or adoption leave and for employees on career break leave or other non standard working arrangements prior to formal consultation commencing and before any draft proposals are presented for consultation.
- Managers must contact HR to clarify the minimum consultation period required as that will depend upon what other reviews have taken place/are taking place within the Council as a whole.
- If a Trade Union representative could be directly impacted by any proposed changes, e.g. because he/she works in the Service area or has relations working in that area, the Manager should liaise with that Trade Union to request another Trade Union representative from outside the Service area represent employees in order to avoid any potential conflict of interest arising.

- It is the Manager's responsibility to appoint an administrative officer to prepare correspondence and/or documents required for the consultation process and to take minutes of consultation meetings. HR can advise and provide template letters to assist.

## **5.2 Voluntary Redundancy Criteria**

If any early proposals could result in a redundancy situation if approved, Managers should consider at the outset what criteria they will apply to voluntary redundancy applications. HR will provide advice on objective selection criteria and any such criteria should be agreed with the appropriate Trade Union(s) during the formal consultation period.

## **5.3 Job Descriptions**

It is expected that Managers will annually review job descriptions as part of the employee's appraisal process and therefore job descriptions should always be up to date. However as a check, prior to commencing formal consultation, the Manager should review the job descriptions of affected employees and if the manager and/or effected employee feel any updates are required prior to the formal consultation process, these should be discussed however ultimately it would be for the manager to determine if the job description is up to date. Job Description should be reviewed prior any formal consultation process because matching, slotting and prior consideration rights will be based on job descriptions and grading and not on current duties being carried out by individual employees.

- 5.4 It is recommended that Managers do not commence any formal consultation with employees until the manager is satisfied that current job descriptions are up to date and have been evaluated under the Council's Job Evaluation Scheme to ensure that employees are not adversely affected during the Management of Change process.

## **5.5 Decision Making**

It is the Manager's responsibility to understand the Council's decision making authority and to be responsible for submitting any proposals through the appropriate channels in accordance with the Council's Constitution. Advice can be sought from HR and/or Legal/Democratic Services where required.

Where minor changes are proposed, the Director/ Chief Executive can formally approve the changes without the need to take reports to JCC and the Executive. These proposals should be discussed with HR prior to any processes commence.

Examples of minor changes may include (but not limited to):

- Proposed minor modifications to a Job Description.
- Proposals where there are no changes to employees pay.
- Proposals where posts are transferring to another team/department but where the role, duties and responsibilities remain the same/similar.

- Line management change

- 5.6 Where decisions are made by Executive, any proposals submitted should summarise the consultation comments submitted by employees and by the recognised Trade Unions. The Joint National Council for Chief Officers includes additional representation rights and Managers need to be aware of these if appropriate.
- 5.7 In the event that a grievance or complaint has been raised prior to the commencement of a Management of Change process, which directly relates or impacts on the proposals, the grievance or complaint should be concluded before the commencement of any management of changes processes where possible.

## **6. Formal Consultation**

- 6.1 The Manager must formally consult affected and indirectly affected employees and the appropriate Trade Unions on all proposals involving changes to staffing levels and/or structure changes at the earliest opportunity and certainly whilst the proposals are in a formative stage and before any formal decisions have been made. Prior to any consultation processes commencing, Managers in conjunction with HR, must determine who is affected and indirectly affected by proposals.
- 6.2 A “formative” stage is at an early enough stage for employees to provide feedback that could enhance/change/modify/dismiss the changes proposed.
- 6.3 Managers should consider appropriate methods to achieve meaningful consultation with all relevant employees depending on the nature of the proposed changes e.g. size of the workforce affected, scope, complexity of the proposed change etc, as what consultation period is required may vary depending upon the nature of the proposals but is expected to be a minimum of 10 working days.
- 6.4 Once formal consultation has commenced, Managers must not hold any “informal” meetings relating to any ongoing Management of Change issues with any employee unless their Trade Union representative(s) has been invited (if applicable).

### **6.6 Employees on maternity/sick or other leave**

Where an employee is absent from work for any reason and could be affected by any proposed changes, the Manager must ensure that they communicate with the employee on a weekly basis (unless both parties agree in writing otherwise) to keep them apprised/informed of developments. All meetings/discussions must be documented and the employee should be given copies of all consultation correspondence and documents.

- 6.7 The employee can if they wish nominate a Trade Union representative and/or work colleague to act on their behalf and represent their interests during the consultation period. This should be confirmed in writing by the employee.

## **6.8 Consultation Periods**

A minimum 10 working day consultation period should apply. HR can clarify the consultation period required as that will depend upon what other reviews have taken place/are taking place within the Council as a whole. In all cases affected employees should be invited to attend or be represented at consultation meetings at which details of proposed changes will be presented.

- 6.9 Where any initial proposals could result in a redundancy situation for 19 or less employees, e.g. where the closure of a Service is being proposed or where a proposed restructure would result in the need for fewer employees, the Manager must additionally invite affected employees to individual one to one meetings, at which the employee can be accompanied by their Trade Union representative and/or work colleague. The HR Associate will also be in attendance at this meeting.
- 6.10 Following any individual consultation meeting, the Manager should write to the employee giving a summary of the meeting and detailing the steps to be taken and the timetable for the decision-making process to be completed.
- 6.11 Where 20 or more employees are to be made redundant within a 90 day period, the following consultation time line must be complied with:
- consultation must begin at least 30 days (45 days if more than 100 employees) before the first dismissal takes effect; and,
  - formal notification must be issued to the Council's Trade Unions as required by the Trade Union and Labour Relations (Consolidation) Act 1992 (TULR(C)A).
- 6.12 The Council will consider a range of options to help mitigate the effect on employees. These include:
- natural wastage;
  - retraining and redeployment of employees who are at risk, where this is practicable and reasonable;
  - consideration of requests for secondment;
  - retention of employees in the short term on their existing terms and conditions, where it is anticipated that suitable employment will become available in the near future;
  - invitations of requests for early access to pension with employers consent and/or voluntary redundancy subject to the necessary decision making process.
- 6.13 The HR Manager will, at least 45 days before the any first dismissal could take effect, notify the Secretary of State at the Department of Business, Enterprise

and Regulatory Reform on form HR1 of proposed redundancies involving twenty or more employees at any one establishment in a 90 day period. A copy of the HR1 form should also be given to the Trade Union(s) or other employee representatives who are to be consulted (s.193(6) TULR(C)A).

- 6.14 In cases of 20 or more redundancies at one establishment, notice of dismissal for reasons of redundancy will be issued at least 30 days before the first dismissal takes effect or 45 days before in the case of 100 or more employees.
- 6.15 In cases of 20 or more redundancies at one establishment, collective consultation will have been carried out through the Council's Trade Unions, and there will not be a requirement for individual meetings to take place.

## **7. Formal Consultation Procedure**

- 7.1 At the first consultation meeting, the Manager should give affected employees and Trade Unions as much information as possible. Managers should cover the following:

- reasons for the proposals;
- a draft business case setting out proposed changes and/or draft structure changes and/or draft job descriptions with preliminary grading;
- the time line for the consultation process, including dates of JCC and Executive meetings, proposed matching/slotting/prior consideration time line and proposed implementation date if changes approved;
- details on any options to avoid redundancy, such as reduced working hours, voluntary redundancy or early access to pension options, providing information as to the selection criteria for such applications and advising on the deadline date for applications. Managers should remind employees that there is no legal nor contractual right to having any application for redundancy accepted by the Council;
- advice to employees on how and by when to provide written feedback on the proposals, advising that such feedback can be submitted by an individual, group of employees and/or from Trade Unions;
- the proposed method of selecting employees for redundancy (if applicable);
- the proposed method of carrying out the dismissal, if applicable, including the period over which the dismissals are to take effect; and
- options there are for suitable alternative work.

### **7.2 Consultation with the Trade Unions**

Where any proposals could result in dismissal by reason of redundancy, the Manager should consult with employees and Trade Union(s) with a view to reaching agreement about ways to:

- avoid the proposed dismissals;
- reduce the numbers of employees to be dismissed;
- mitigate the consequences of the dismissals on the individuals concerned.



### **7.3 Steps to be taken once employee feedback received**

The Manager should consider any feedback received and make any revisions to the proposal if appropriate. The Manager should then notify employees and the relevant Trade Union(s) of the final proposal to be put before JCC and Executive (where applicable) which should include a summary of the feedback received.

- 7.4 Agreement is the Council's preferred goal. However, Management reserves the right to implement its proposals where agreement has not been reached after meaningful consultation has taken place and where the process is considered to have been exhausted.

### **7.5 Job Description Amendments during Consultation**

Where job descriptions are amended during the consultation process, they should be submitted for job evaluation either prior to or at the early stages of the consultation period to ensure that Managers can accurately cost any changes proposed and to ensure that employees have the opportunity of being consulted on any proposed changes, that they have clarity of grading moving forward and that they can understand the role their job descriptions will have on their matching, slotting and/or prior consideration rights.

- 7.6 The Manager will be responsible for producing draft new structures /job descriptions and circulating these to employees (and their representatives where requested).

### **7.7 Draft Assimilation Rights**

Once jobs have been assessed via job evaluation, managers may (where applicable) assign draft matching, slotting and prior consideration proposals and communicate these to affected employees at any time during the consultation period for their consideration and feedback. Letters to employees must confirm that their rights are draft rights only and could be subject to change as the consultation and decision making process proceeds. This letter should include how employees can comment on their draft rights and encourage this to be done prior to any formal decision being made. Further details regarding assimilation rights can be found in the next section.

## **8. Implementing changes once formal decision making process complete**

### **8.1 Assimilating and transferring employees to the new structure**

Following a formal decision by Executive and after the call-in period has expired, written confirmation must be given to all affected employees notifying them of their final matching, slotting and/or prior consideration rights under the new structure. This letter will set out appeal rights as per section 10 of this policy.

- 8.2 Employees seconded or acting up into posts in the current (old) structure, will have rights against their substantive posts only, unless the secondment is greater than 11 months in which case, in accordance with the Council's Secondment Policy, the secondee will lose automatic rights to return to their substantive post or be in competition for their substantive post if the role has been filled with a fixed term contract (where necessary).
- 8.3 However, in accordance with the Secondment and Acting Up Policies, in exceptional circumstances where the employee has been seconded or undertaking acting up duties to another post for over two years, the Assistant Director/ Director has the discretion to give an employee rights to post(s) based upon their acting up duties/ grade and/or based upon the post/ duties/ grade of the position they have been seconded to. (This however does not apply to employees acting up into Chief Officer positions – including Assistant Directors as in line with the Constitution appointments to permanent Chief Officer positions are to be made following member appointment panels).

#### **8.4 Matching, Slotting and Prior Consideration**

During a management of change process, it is the managers responsibility to determine an employees proposed rights to any post. However, in the event where an employee has been seconded/acting up, in accordance with 8.3 the manager will be required to liaise with the Assistant Director/Director to determine the proposed rights (in accordance with 8.3).

Matching, slotting and prior consideration rights will ordinarily be based on the employee's current (old) job description (With the exception outlined in 8.3) as follows:

##### **8.4.1 Matching**

Matching is where jobs are substantially unchanged in the new structure to the employee's existing job. In order for matching status to apply, it must be possible to evidence, from the employee's current job description, that the proposed job role meets **all** of the following criteria:

- has the same responsibilities as the employee's current role, **and**
- that there are no more employees with the same rights than posts available, **and**
- that the new post is at the same grade as the current post, **and**,
- that the job description of the new role reflects 90% or more of the duties set out in the employee's current job description.

##### **8.4.2 Slotting**

Slotting is where jobs are sufficiently similar in the new structure to the employee's existing job so as to be deemed 'equivalent'. In order for slotting status to apply, it must be possible to evidence from the employee's current job description that the proposed job role meets **all** of the following criteria:

- is within one grade of the employee's existing job role, **and**,
- that there are no more employees with the same rights than posts available, **and**,
- that the new post has similar responsibilities to the employee's current post, **and**,
- that the job description of the new role reflects 70% or more of the duties set out in the employee's current job description.

#### 8.4.3 Prior consideration

Prior consideration is where jobs in the new structure may contain elements of an employee's current job but which are not sufficient to meet matching or slotting status or where there are fewer posts in the proposed new structure than people to fill them.

In order for prior consideration status to apply, it must be possible to evidence from the employee's current job description that the proposed job role meets **all** the following criteria:

- is within two grades of the employee's existing job role; **and**,
- reflects a similar level of responsibility; **and**,
- that the job description of the new role reflects 50% or more of the duties set out in the employee's current job description.

**Or** there are more employees that have match or slot rights than posts available.

Eligible candidates who are assessed as being the most suitable for each job based on the person specification shall fill prior consideration vacancies. All candidates will be interviewed by an appointment panel in accordance with the Council's Recruitment Policy.

Additional documented evidence that has previously been discussed between the employee and the Manager and that can be used in a fair, reasonable and non-discriminatory way, may be taken into account in the appointment decision, covering a relevant period (e.g. appraisal and performance records, conduct and absence information).

Where different employees claim different levels of rights against the same post, then priority will be determined in the following order:

- 1 Matching;
- 2 Slotting;
- 3 Prior consideration.

Therefore first priority will be given to employees who meet the criteria for matching. Where an employee is matched to a role and other employees claim lesser rights (slotting or prior consideration rights), the employee who matches the role will be offered the position. If no employee meets the criteria for

matching then priority will be given to the employee who has slotting rights over an employee who has prior consideration rights.

#### **8.4.4 Vacancies**

Where employees are matched or slotted, they will be advised that they are no longer eligible to apply for posts in the revised structure until any remaining vacant posts are advertised more widely in accordance with the Council's Recruitment Policy.

Where an employee is interviewed for a role under prior consideration rights but is unsuccessful in obtaining that role, and where that role is then subsequently subject to the Council's redeployment policy, that employee will not be eligible to apply for that role a second time if the advertising of the role takes place within six month period of the original application and/or interview taking place.

Depending on the business need, a joint internal and external recruitment exercise may apply in line with the Council's Recruitment Policy.

### **9. Employees “at risk” of redundancy following decision of Executive**

9.1 No employee will be deemed officially “at risk” of redundancy until after any final decision is made by Executive and the call in period has expired.

9.2 Employees may, in some circumstances, be issued with earlier ‘at risk’ notification and thereby be entitled to be entered into redeployment. This will normally be subject to agreement with management where available redeployment opportunities may be evaluated against service continuity needs and the wider interests of employees already in redeployment.

9.3 Where an employee(s) has prior consideration rights against a post(s) in a restructure, those affected employee(s) will not be deemed “at risk” of redundancy until after interviews have taken place and a decision made. Once those roles have been filled, any employee not successful in obtaining a role will then be deemed at risk and will be entered into redeployment.

9.4 The redeployment process will be controlled and co-ordinated by HR.

#### **9.5 Consultation Meeting**

Any employee who is deemed at risk of redundancy following a decision by the Executive and after the call in period has expired will be asked to attend a meeting with the Manager and an HR representative to discuss their position. The employee must be notified of their right to be accompanied to that meeting by a Trade Union representative or work colleague.

9.6 At the meeting, the Manager must:

- discuss ways of mitigating the employee risk of redundancy;

- discuss individual preferences in relation to future employment opportunities, without any obligation on either side;
- discuss any steps that can be taken to assist the employee;
- issue formal notice to terminate the employment contract;
- confirm effective date of termination;
- provide details of the employee's redundancy and notice payment;
- notify the employee that they have been entered into redeployment as of the date this meeting takes place.

9.7 The meeting shall be formally recorded in a letter sent to the employee confirming formal notification of redundancy, timescales, additional help to be given, including redeployment and support that will be available (see below).

## **9.8 Voluntary Redundancy**

Acceptance of voluntary redundancy/early access to pension with employers consent will be at the total discretion of the Council and will be made in line with the Council's Constitution. As a general rule, applications for voluntary redundancy/early retirement will be considered against service continuity and delivery needs, the need to retain a balance of skills and experience and cost implications.

9.9 Full details of the financial options will be provided in writing to the employee before a final decision is made in order to ensure that the employee fully understands the financial implications of any such application.

## **10. Objections to assimilation/employee transfer and/or redundancy**

10.1 Following receipt of formal assimilation and/or transfer proposals and/or redundancy selection, employees have a right to raise objections. The procedure for objecting to such is as follows.

### **10.2 Appeal Procedure - Stage 1**

The employee must set out their objections in a letter to their Line Manager to be received within 5 working days of the assimilation proposals/notice of redundancy being issued to them. The letter should state:

- what their objection is;
- why the employee disagrees with the assimilation rights/notice of redundancy;
- what the employee wants to happen as a result of their objection being heard.

10.3 The Manager will forward an acknowledgement of objection letter to the employee within 5 working days of receipt of the employee's objection letter, forwarding at that time a copy of this policy. The Manager will confirm a meeting date with the employee and will notify them of their right to be accompanied by their Trade Union representative or work colleague.

- 10.4 If notice of redundancy has already been issued, the Manager will confirm in writing that the notice period will continue to run pending any final decision on the objection received.
- 10.5 The meeting should be heard within 5 working days of the acknowledgement of objection letter being issued, where possible, and in any event not later than within 10 working days of the acknowledgement of objection letter being issued.
- 10.6 It is the Manager's responsibility to arrange for a Minute taker to be present at that meeting. An HR representative will attend the meeting with the Manager to provide HR advice.
- 10.7 At this meeting, the Manager will explain their proposals and the employee will explain their objection. The Manager will consider the employee's objection and either at the end of the meeting, or within 5 working days of the meeting taking place, will announce their decision. The decision must be confirmed in writing within 5 working days of the date of the meeting taking place and must advise the employee of his/her right of appeal. The letter must also enclose copy Minutes of the meeting.

## **10.8 Appeal Procedure – Stage 2**

The employee should submit an appeal, in writing, to the HR Manager within 5 working days of the date of the decision letter referred above.

- 10.9 The HR Manager will acknowledge receipt of the appeal and arrange for the appeal to be heard by a Director, Assistant Director or Head of Service (herein referred to as the Presiding Officer).
- 10.10 The HR Manager will confirm in that letter that the notice of redundancy period will continue to run pending the outcome of any appeal.
- 10.11 At least 48 hours prior to the appeal hearing taking place, the Presiding Officer or their Administrative Assistant will forward to the employee and the HR Associate copies of the following:
- the employee's original objection letter submitted at Stage 1;
  - the Manager's Stage 1 decision letter;
  - minutes of the Stage 1 meeting;
  - the employee's Stage 2 appeal letter;
  - any other information requested and/or deemed relevant to the appeal issues.
- 10.12 The Appeal will be heard within 5 working days of the acknowledgement of appeal being issued, where possible, and in any event not later than within 10 working days of the appeal being acknowledged.
- 10.13 The letter of appeal should include the following information:-

- what the employee's objection is;
- why they are not satisfied with the decision of the Manager at Stage 1;
- what they expect to happen as a result of their appeal being heard.

10.14 The employee may be accompanied to an appeal hearing by their Trade Union representative or work colleague. The Manager originally making the decision at stage 1 above will also be in attendance.

10.15 People attending the appeal hearing will be:

- the Presiding Officer;
- HR or legal service officer to advise the Presiding Officer on procedure and policy;
- the employee;
- their representative ;
- the Manager initially making the decision at stage 1;
- an Administration Assistant to take notes/tape the proceedings.

10.16 At this meeting everyone will be given the opportunity to state their case, starting with the employee raising the appeal. The employee will present their appeal and the Manager will explain their decision from the previous hearing.

10.17 At the end of the appeal meeting, or within 5 working days thereafter, the Presiding Officer will announce their decision. The decision should be confirmed in writing within 5 working days of the hearing taking place. The letter will confirm that the employee has no further right of appeal.

#### **10.18 Employee illness or other absence**

10.19 It is the responsibility of everyone involved in objection of assimilation procedures/notice of redundancy to try to resolve matters as quickly as possible and therefore the Council has set a limit of holding a meeting or hearing within 20 working days of submitting their objection to assimilation/dismissal at Stage 1 or appeal at Stage 2.

10.20 Where an employee is unfit to attend a hearing, their Trade Union representative or work colleague should attend the Hearing to represent the Employee's interests. The employee can elect to additionally submit written representations for consideration.

10.21 Alternatively, the employee can elect not to have a representative, in which instance a decision will be made by the Presiding Officer based on the available information at the time of the Hearing. The employee should be encouraged to submit written submissions for consideration in such instances.

10.22 The Presiding Officer will consider the submissions and will confirm their decision in writing within 5 working days of a hearing taking place.

- 10.23 If the matter was considered at Stage 1, the letter will confirm the employee's right of appeal. If the matter was considered at Stage 2, the letter will confirm there is no further right of appeal.

## **11. Suitable alternative work**

- 11.1 HR may request that the employee apply for a position on the basis of its being considered suitable alternative employment. Any employee who unreasonably refuses an offer of suitable alternative employment will not be entitled to a redundancy payment.
- 11.2 Suitability for a role will depend on the relationship between the employee's current and new job based on an assessment of the following factors:
- grade and remuneration;
  - skill requirements;
  - job location;
  - working environment;
  - hours and /or pattern of work.
- 11.3 If, after the interview, it is agreed that the employee meets the essential person specification criteria, they should be offered the job on the terms stated.
- 11.4 If the employee is deemed to have potential to meet the essential requirements of the post within a reasonable timeframe, they may be offered an initial trial period. This is normally for a period of one calendar month.
- 11.5 The trial period can be varied by agreement, taking into account
- the requirements of the job,
  - the training needs of the employee,
  - allowing the directorate more time to assess the employee's suitability.

It is not expected that a trial period will extend beyond 6 months and the payroll responsibility transfers to the employing directorate with effect from the start of the trial period.

- 11.6 If there is a dispute as to job suitability, e.g. if an employee does not meet the essential criteria for the role, but believes that the job would be suitable alternative employment, the dispute resolution procedure set out in section 10 of this Policy should be followed.
- 11.7 All offers of alternative employment must be made in writing and are subject to the requirements of the appropriate legislation for trial periods.

## **12. Pay Protection**

- 12.1 The aim of pay protection is to maintain an employee's continuous employment with the Council at the same level of earnings, where reasonably practical.



## 12.2 Pay Protection applies in the following situations;

- Where as a result of restructuring they transfer or are redeployed to a new 'suitable alternative employment' post that is of one grade lower than their current substantive post (or their contractual pay is less than their current contractual pay)
- In a redundancy situation where an employee accepts alternative employment (not necessarily suitable) as an alternative to being made redundant and it is in the financial, legal and/or wider business interests of the Council to apply protection
- Where as a result of a job evaluation review their substantive post is downgraded
- Where a reasonable adjustment is made to their job role under the terms of Equality legislation.

The policy does not apply in the following situations:

- Where an employee requests a change in job
- Where an employee unreasonably refuses other suitable alternative employment at a higher grade
- Where, under a redundancy situation, an employee accepts alternative employment (not necessarily suitable) as an alternative to being made redundant and it is not in the financial, legal and/or wider business interest of the Council to apply protection
- Where an employee receives more than one offer of suitable alternative employment and does not accept the highest graded offer without reasonable grounds
- Where an employee is medically certificated as not being fit to carry out their substantive role and the cause is not solely attributable to actions taken by the Council and is placed on the redeployment register for the relevant period and are successful in obtaining alternative employment.

## 12.3 Employees will be protected for a period of up to 2 years. During this period they will receive the equivalent of the pay for the grade in their old job at the time of moving to their new job without any increments or pay awards that may be applied to the old job during the period of protection. The difference between this and their actual pay for their new job will be the protected sum. Any increments and /or pay awards during the protected period will be received against their new job with the balance (i.e. the protected sum) reducing accordingly. Protection will end after the maximum period of protection or earlier if agreed pay awards and increments erase the need for protection or if

the employee successfully applies for and moves to another job within the Council.

### **13. Redeployment rights**

- 13.1 Any employee who does not have a post after the matching/slotting/prior consideration recruitment process has been finalised and is not in receipt of voluntary redundancy/early access to pension with employer consent will be entered onto the Council's Redeployment register on the date they are deemed officially 'at risk'. As such the employee will have prior consideration rights for suitable available jobs unless having already been interviewed for the post within six month period of the original application and/or interview taking place.
- 13.2 HR will forward to the employee details of all available jobs and an employee must confirm their interest in a position to HR within 48 hours of receipt.
- 13.3 Employees with less than one year's continuous service will receive a period of one calendar month on the redeployment register. All other employees will receive a period of three calendar months on the redeployment register. Periods may be extended and these arrangements will be subject to the discretions on duration on the redeployment register as set out in the Council's Redeployment Policy.

#### **13.4 Redeployment when granted Voluntary Redundancy**

The primary purpose of the redeployment register is to avoid compulsory redundancies and preserve employee's continuity of employment.

- 13.5 An employee will not be placed on the redeployment register if their request for early access to their pension has been granted or:
- they have made a formal written request confirming that they wish to leave employment by reason of voluntary redundancy; and
  - a formal decision has been made by the Executive that there is a redundancy situation; and,
  - formal consent by the Executive has been given agreeing to the voluntary redundancy application.
- 13.6 If the above criteria are not satisfied the employee will be entered onto the redeployment register if he/she has not already been matched or slotted or given prior consideration rights.

### **14. Redundancy payments**

- 14.1 Employees who are made redundant (voluntary or compulsory) and qualify under statutory regulations are entitled to receive a redundancy payment. The details of entitlement to payments are contained in the Council's Redundancy Payments Scheme.

- 14.2 Under the Redundancy Payments (Continuity of Employment in local Government) (Modification) order 1999, employees who receive an offer of employment in local government or a related service, to commence immediately or within 4 weeks of the date of termination of their contract will not be entitled to redundancy payments.

**15. Assistance to employees under notice of redundancy**

- 15.1 Employees under notice of dismissal for reasons of redundancy have the right to a reasonable amount of time off work with pay to look for a new job or arrange job training. What is reasonable depends upon the circumstances of each individual employee and will be a matter for the Manager to determine, taking into account that all best endeavours should be made for the employee to maximise their chances of finding alternative employment.
- 15.2 Employees should liaise with their Manager and/or HR to ascertain what additional assistance can be given to them during this period. All requests for assistance will be considered and will be accommodated where considered reasonable by the Manager. Such assistance could be training, (internal or external), time off, CV preparation, financial/benefits advice etc. The Council also operates an interest free loan scheme to provide opportunities for employees who have been issued with a redundancy notice to build a career away from the Council. More details are appended to this policy.
- 15.3 Where an employee has been offered external employment, to begin prior to the expiry of their notice period, every consideration will be given to allowing them to leave before that date if the needs of the Service will not be detrimentally impacted upon, without prejudice to their rights to redundancy payments.

**16. Excess Travel**

- 16.1 Employees will be eligible for an Excess Travel allowance where they are required to permanently change their place of work if their new place of work requires the employee to travel additional miles each day from their current home address to their new place of work as compared to travel from their current home address to their current place of work.

This may be as a result of a Management of change proposal and/or TUPE that requires an immediate permanent change of workplace or as a result of economic, technical or organisational reason linked to TUPE).

- 16.2 Excess Travel allowance will be for a period of two years or up to a maximum of £2500 in total (whichever comes first).
- 16.3 Excess Travel provisions do not cover employees that request a change of location or if an employee applies for a role at another location outside of the management of change procedure, or if the employee is requested by the Council to change to a location that is closer to their current home address.

16.4 This will not apply to an employee with a mobility clause in their contract or if an employee uses a council vehicle to travel to the workplace.

16.5 Employees meeting the criteria for the Excess Travel allowance will be able to choose one of the following options:

Option 1:

The amount of an annual season ticket for a standard train, or bus ticket for the route between the previous and new place of work, using the most direct route. This should not exceed an additional 30 minutes each day. For example, it would not be reasonable to expect an employee to have to travel to Nottingham in order to get a train to Sleaford, both in terms of travel distance and time. If no reasonable route is available, then option 2 will apply automatically.

Option 2:

The difference between the previous place of work and the new place of work calculated as from the employee's current home address, to be based on the HMRC mileage rates at the time.

The payment will be made directly to the employee as part of their monthly salary and will be fixed at the start of the protection period.

The distance will be calculated using "google maps" (Shortest route) from the postcode of the employee and the place of work.

If the employee moves house during the two year pay protection period, the excess travel payments will cease as from the first date the employee moves to the new address, and no further payments will be made.

16.6 When a proposal is made to change the place of work, employees will be consulted as part of the management of change process and employees will be given information regarding these provisions as part of that process (where necessary).

16.7 Following the formal decision making, employees will be written to confirming the final decision and a meeting will be arranged to discuss the two options to the employee, if applicable. Any disagreement over the application of the allowance may be raised as an appeal to an Assistant Director who will review the employees objection, and why they are not satisfied with the decision in terms of excess travel allowances and make a final decision; no further rights of appeal are available.

## **17. Review of Policy**

17.1 This policy will be reviewed at intervals of three years, or earlier at the request of either the management or staff side.

**Human Resources**  
**Reviewed May 2023**



**Appendix A - Redeployment and Pay Protection Policy**

**1. The Purpose of the Policy**

- 1.1 The purpose of this policy is to actively maintain an employee's continuous employment with the Council, when that continued employment is put at risk.
- 1.2 Redeployment can occur for a number of reasons including:
- departmental reorganisation or restructuring;
  - redundancy;
  - competence and capability, including medical capability;
  - a reasonable adjustment under the Equality legislation;
  - end of a temporary or fixed term contract of employment.
- 1.3 Occasionally an employee may need redeployment following disciplinary proceedings, or as a result of a harassment/discrimination complaint. In these cases, they will be placed on the redeployment register only with the approval of the HR Manager
- 1.4 When an employee's continued employment is under threat they are entitled to be considered for redeployment to suitable alternative employment with the Council.

**2. Eligibility**

- 2.1 This policy applies to all employees

**3. Responsibilities**

**3.1 Responsibility of Managers**

- It is the responsibility of Managers to ensure this Policy is followed.
- Before asking for an employee to be placed on the Redeployment Register, directorates must make every effort to redeploy within their own directorate.
- Managers must consider redeployees for jobs in their area.

**3.2 Responsibility of HR**

- The HR Manager has overall responsibility for making sure that this procedure is applied effectively and consistently.
- HR will maintain the redeployment register.
- HR will monitor all vacancies to identify suitable redeployment opportunities.
- It is also HR's responsibility to review and update this policy in line with new legislative requirements.

### **3.3 Responsibility of employees**

Employees involved in redeployment also share a responsibility to actively identify possible redeployment opportunities. Employees must be reasonable and flexible when considering alternative jobs.

### **3.4 Responsibility of Trade Unions**

An employee has the right to be accompanied by their trade union representative at any meeting connected with the redeployment process.

## **4. Timescales for Redeployment**

- 4.1 Employees on permanent, temporary or fixed term contracts of employment, with less than one years service, will have access to redeployment for a minimum one calendar month prior to their contract expiry date. This period of redeployment will be the last calendar month of their contract. This means if an employee's notice period is a calendar month, the period of time they are on the redeployment register will be served as their notice period.
- 4.2 Employees on a permanent, temporary or fixed term contract of employment, with one year or more service, will have access to redeployment for three calendar months from the date they are formally notified that their jobs are at risk following an Executive decision and the required call in period has expired. This period of redeployment will include the employee's contractual notice period.
- 4.3 Employees may, in some circumstances, be issued with earlier 'at risk' notification and thereby be entitled to be entered onto the redeployment register. This will normally be subject to agreement with management where available redeployment opportunities may be evaluated against service continuity needs and the wider interests of employees already on the redeployment register.
- 4.4 In some cases, agreement will be given to extend the period of redeployment by a maximum of six weeks, if it means an employee can secure suitable alternative employment. Extension periods are with pay.

## **5. Procedure**

- 5.1 Directors must consider the individual needs of the employees, and should liaise immediately with HR for advice and information about the availability of

any support services. If the employee has a disability and redeployment to another job is being considered as a reasonable adjustment, advice should also be sought from HR.

5.2 HR will:

- explain the redeployment process,
- share redeployment opportunities;
- assist (upon request) the employee with matters such as:
  - counselling;
  - welfare support;
  - application form completion;
  - interview skills;
  - access to training.

5.3 HR will forward to the employee details of all available jobs and an employee must confirm their interest in a position to HR within 48 hours of receipt. Where employees do not have access to a computer, alternative arrangements will be put in place.

5.4 The employees on the redeployment register will get prior consideration for identified suitable vacancies and will be assessed using the Council's Recruitment Policy.

5.5 If the employee is not appointed to a job, The appointing officer is responsible for giving feedback to the redeployee.

## **6. Suitable Alternative Employment**

6.1 HR may request that the employee apply for a position on the basis of its being considered suitable alternative employment. Any employee who unreasonably refuses an offer of suitable alternative employment will not be entitled to a redundancy payment.

6.2 Suitability for a role will depend on the relationship between the employee's current and new job based on an assessment of the following factors:

- grade and remuneration;
- skill requirements;
- job location;
- working environment;
- hours and /or pattern of work.

6.3 If, after an interview, it is agreed that the employee meets the essential person specification criteria, they should be offered the job on the terms stated.



- 6.4 If the employee is deemed to have potential to meet the essential requirements of the post within a reasonable timeframe, they may be offered an initial trial period. This is normally for a period of one calendar month.
- 6.5 The trial period can be varied by agreement, taking into account
- the requirements of the job,
  - the training needs of the employee,
  - allowing the directorate more time to assess the employee's suitability.
- 6.6 It is not expected that a trial period will extend beyond 6 months and the payroll responsibility transfers to the employing directorate with effect from the start of the trial period.
- 6.7 There must be regular reviews during the trial period between the line manager and the redeployee. If problems are identified these must be recorded and agreed then a meeting will be arranged with the manager, HR, the employee and their trade union representative. The purpose of the meeting will be to try and resolve these problems.
- 6.8 If the redeployment is not successful, the HR Manager, Manager, the employee and their trade union representative will discuss the situation before any action is taken.
- 6.9 Employees must consider the suitability of any job offered. The provisions of the Redeployment Policy will be withdrawn if an employee refuses to attend an interview or to accept an offer of suitable alternative employment without good reason. The employee may also lose their entitlement to redundancy pay. We will consult with the employee and their trade union representative before the Council takes any action.
- 6.10 Employees must consider temporary vacancies as they may allow them to develop skills and experience. If an employee is placed in a temporary or fixed term job, the redeployment notice period will be frozen until the end of the temporary job. The employee and HR will continue to search for suitable alternative employment. At the end of the temporary or fixed term job, if no other employment has been secured, the employee will return to the balance of their redeployment notice period.
- 6.11 All offers of alternative employment must be made in writing and are subject to the requirements of the appropriate legislation for trial periods.

## **7. Medical**

- 7.1 The sickness absence of employees redeployed on medical grounds needs to be monitored. The redeploying Directorate must continue to protect the health, safety and welfare of these employees. Therefore, the line manager needs to monitor any sickness absence to assess whether it is related to the redeployment. If the absence is related, the line manager must consult HR.

- 7.2 If a medical redeployee starts a period of long-term absence while they are seeking redeployment or during the trial period of suitable alternative employment, the redeployment process will stop. The employee will be referred back to HR to deal with the issue using the Sickness Absence Procedure.
- 7.3 In all cases of potential medical redeployment advice must be obtained by the manager from HR.
- 7.4 Where an employee declares they have a disability any reasonable adjustments must apply to a post they are redeployed to.

## **8. Pay Protection**

- 8.1 The aim of pay protection is to maintain an employee's continuous employment with the Council at the same level of earnings, where reasonably practical.
- 8.2 Pay Protection applies in the following situations;
- Where as a result of restructuring they transfer or are redeployed to a new 'suitable alternative employment' post that is of one grade lower than their current substantive post (or their contractual pay is less than their current contractual pay).
  - In a redundancy situation where an employee accepts alternative employment (not necessarily suitable) as an alternative to being made redundant and it is in the financial, legal and/or wider business interests of the Council to apply protection.
  - Where as a result of a job evaluation review their substantive post is downgraded.
  - Where a reasonable adjustment is made to their job role under the terms of the Equality Act.

The policy does not apply in the following situations:

- Where an employee requests a change in job
- Where an employee unreasonably refuses other suitable alternative employment
- Where, under a redundancy situation, an employee accepts alternative employment (not necessarily suitable) as an alternative to being made redundant and it is not in the financial, legal and/or wider business interest of the Council to apply protection
- Where an employee receives more than one offer of suitable alternative employment and does not accept the highest graded offer without reasonable grounds

- Where an employee is medically certificated as not being fit to carry out their substantive role and the cause is not solely attributable to actions taken by the Council and is placed on the redeployment register for the relevant period and are successful in obtaining alternative employment.

8.3 Employees will be protected for a period of up to 2 years. During this period they will receive the equivalent of the pay for the grade in their old job at the time of moving to their new job without any increments or pay awards that may be applied to the old job during the period of protection. The difference between this and their actual pay for their new job will be the protected sum. Any increments and /or pay awards during the protected period will be received against their new job with the balance (i.e. the protected sum) reducing accordingly. Protection will end after the maximum period of protection or earlier if agreed pay awards and increments erase the need for protection or if the employee successfully applies for and moves to another job within the Council.

#### 8.4 **Calculating 'pay'**

As a rule contractual payments attached to a specific post will only be recognised for protection purposes and where pay includes contractual payments in addition to basic pay, the amount of pay to be protected will be based on the average contractual payments received over the relevant previous pay period.

8.5 If redundancy or restructuring is the reason for redeployment, the directorate, to which the employee may be redeployed, is responsible for paying any protection of earnings.

8.6 Employees who are on pay protection, will be given the opportunity to have their case reviewed at least every six months, with the employing directorate. This review will consider the actions taken by the Council and the individual in securing redeployment, and to jointly consider any reasonable training needs. This includes additional skills training, or training that will allow the employee to maintain their existing grade.

### 9. **Review of Policy**

9.1 This policy will be reviewed at intervals of three years, or earlier at the request of either the management or staff side.



**Appendix B - Application for the request of support for training and development during a notice period leading to redundancy.**

**1 The Purpose of the Scheme.**

- 1.1 The Council wishes to support any employee who leaves the authority because of redundancy to build a career away from the council. To aid this process the Council will make an interest free loan to an employee, who has been issued with a redundancy notice, which will be paid direct to the provider, to cover specific outplacement or training costs.

**2. Eligibility**

- 2.1 Any Council employee who has been issued with a formal at risk notification following an Executive decision and subsequent call-in period has expired.

**2.2 Limitations**

Because the Council does not want to place employees into financial difficulties, there will be a maximum limit on the loan of £3000 or 25% of the redundancy payment due.

- 2.3 The employee will be responsible for selecting and arranging any training, development or out placement support and the Council will accept no liability for the failure or otherwise of any arrangement made between the employee and an external organisation.

- 2.4 The employee will be granted reasonable time away from the workplace to attend any training development or outplacement support, however this must be agreed in advance with the line manager prior to any funds being made available.

**3 Process (Appendix A and B include required paperwork)**

- 3.1 An employee who wishes to access such funds must provide the evidence of the training and outplacement support with an invoice. The employee will enter into a formal agreement which will allow the Council to either:
- Deduct the amount paid from the final redundancy payment
  - Deduct the amount from future salary payments if the employee retains employment at the council after successfully applying for another role.
- 3.2 The Council will pay the provider direct; however the loan will remain the responsibility of the employees.

### **3.3 Repayments**

Where an employee leaves under redundancy the amount owing will be deducted from their final redundancy payment.

3.4 Where the employee retains employment with the council the normal repayment time will be 12 months, however this may be varied in the following circumstances:

- Deduction over a 12 month period would reduce an employee's income to below the living wage;
- A fixed term contract has been entered into of less than a year's duration.

## **4. Review of Policy**

4.1 This policy will be reviewed at intervals of three years, or earlier at the request of either the management or staff side.

## Application for Funding

## Appendix A

Name

Job Title

Service Area

Directorate

Reason for application (please provide copies of costs and invoice)

Amount requested (maximum amount £3000 or 25% of redundancy figure)  
*Please quote figure including VAT.*

Details of any leave required to attend training, development or outplacement support

Signed \_\_\_\_\_  
Employee

Date \_\_\_\_\_

**Agreement for the Repayment Support Funding**

**THIS AGREEMENT** is made the                      day of                      Two Thousand and Thirteen **BETWEEN [ NAME ]** of **[ ADDRESS ]** (hereinafter called "the Borrower") of the one part and **CITY OF LINCOLN COUNCIL** (hereinafter called "the Council") acting by **REBECCA ANN GUY** their Legal & Democratic Services Manager of the other part

**WHEREAS** the Borrower is in the employment of the Council and has requested the Council to lend him the sum of **[ AMOUNT IN WORDS ( [ £                      ] ) ]** to assist him/her to **[ details of training and outplacement support requested ]** during a notice period leading to redundancy (hereinafter called "the loan") which the Council have agreed to do upon the terms and conditions hereinafter contained

**NOW IT IS HEREBY AGREED** as follows:-

1. In consideration of the promise of repayment hereinafter contained the Council hereby lend unto the Borrower the sum of **[ AMOUNT IN WORDS ]** (the receipt whereof is hereby acknowledged by the Borrower) on an interest free basis and such sum to be used by the Borrower to purchase of training and outplacement support during a notice period leading to redundancy
2. In consideration of the foregoing loan the Borrower hereby agrees that he will repay to the Council the principal sum of **[ AMOUNT ]** such repayment to be made in accordance with the Schedule of Repayments annexed hereto
3. **IT IS HEREBY AGREED** that if the Notice of Redundancy is withdrawn before the whole of the loan hereby granted as aforesaid shall have been repaid then in such event the Borrower shall be liable from the date of such termination to repay the balance of the loan outstanding at such date due to the date of actual repayment
4. The Borrower hereby undertakes with the Council that he will utilise the loan solely for the purpose of training and outplacement support and that an invoice will be

provided by the Borrower to the Council upon request. The Council will pay the provider of the training and outplacement support directly and the Council will then be entitled to either:

- Deduct the amount paid from the final redundancy payment or
- Deduct the amount from future salary payments if the employee retains employment at the Council after successfully applying for another role

8. **IT IS HEREBY AGREED** that the Borrower may on any of the days on which payment of principal hereunder is due repay the whole of the principal outstanding at such date and in such event this agreement shall cease and determine forthwith

9. In this Agreement when the context so admits the expression "the Borrower" includes the Borrower's heirs executors administrators and assigns

**IN WITNESS** whereof the Borrower and the said Legal & Democratic Services Manager have hereunto set their hands the day and year first before written

**SIGNED** by the said ]  
BORROWER ]  
in the presence of:- ]  
Witness :  
Address :  
Occupation :

**SIGNED** by the said ]  
LEGAL & DEMOCRATIC SERVICES MANAGER ]  
in the presence of:- ]  
Witness :  
Address :  
Occupation :



**CITY OF LINCOLN COUNCIL**

**SCHEME FOR AN INTEREST FREE LOAN FOR THE PURPOSE OF OBTAINING  
TRAINING AND OUTPLACEMENT SUPPORT DURING A NOTICE PERIOD LEADING  
TO REDUNDANCY**

**SCHEDULE OF REPAYMENTS**

Recipient : Name : [ NAME ]

Directorate: [ TO BE INSERTED ]

Details of training/outplacement support:

Amount of Loan: £

Method of repayment:

**(\* Delete as appropriate)**

(1) If repayment by way of final redundancy payment: \*

Date payment to be made in full: [ DATE ]

(2) If repayment by way of deduction from salary: \*

Date first payment due: [ DATE ]

Total number of monthly instalments due: [ NUMBER ]

<u>DATE</u>	<u>MONTHLY PAYMENT</u>	<u>BALANCE OUTSTANDING</u>
TOTAL		