



## POLICY STATEMENT

Lancaster City Council recognises the importance of creating as secure a working environment as possible for employees and states that it will take steps to ensure continuity of employment through the planning of resources for effective, economic and efficient provision of its services to the local community.

However, in recognising the need to comply with competitive criteria and bearing in mind the continuing changes in Local Government, it is acknowledged that adjustments may be necessary from time to time to staffing levels within Services of the Council.

In seeking to minimise the impact on its employees, the Council will commit to making every reasonable effort to offer redeployment opportunities to those employees whose jobs have effectively disappeared or are likely to disappear as a consequence of any review of Council Services.

The Council recognises that the Trade Unions have an important role to play in the implementation of a redeployment policy and will involve representatives of relevant Union(s) in all aspects of the redeployment procedures set out in this policy and will advise all employees affected of the availability of their Union representative's support throughout the procedure.

### **INTRODUCTION**

It is jointly accepted that the successful operation of this redeployment policy and procedure depends upon the goodwill and co-operation of those involved.

The effect of an impending redeployment on an individual may be significant, placing that employee in a difficult situation. Managers will be committed to dealing with employees in a sensitive and sympathetic manner and will be offered training in the implementation of this policy if appropriate.

It is intended that these procedures will apply to 'affected employees', i.e. those employees whose jobs are likely to disappear as a result of a Service Review. The names of 'affected employees' will be kept on a Redeployment Register, which will be maintained and held by the Head of Personnel Services.

### **IDENTIFICATION OF AFFECTED POSTS**

In order to ascertain which posts within Services are 'affected' it will be necessary for Directors and Service Heads to review delivery of service and to make appropriate recommendations for a reduction in posts. Employees will be treated as 'affected' when it becomes known that their service will be affected by a reduction in the number of posts within it. Before any specific post is identified as redundant, there will be prior consultation with the relevant Union(s).

### **REDUNDANCY**

**It is the Council's intention to maintain its policy of no compulsory redundancy.**

It is not, therefore, intended that the application of this policy and procedure should result in any employee being declared redundant against their wishes. However, it must be recognised that, very occasionally, when Services are reviewed it may not always be

possible to provide reasonable, suitable and, most importantly, acceptable alternative jobs for those employees whose jobs are at risk. If all attempts at successful redeployment fail in respect of a particular employee, then that employee should be given as an alternative choice, the option of volunteering for redundancy.

### **NOTIFICATION OF ALTERNATIVE EMPLOYMENT OPPORTUNITIES**

Wherever possible, the Council will offer suitable alternative work to 'affected' employees. Such offers will depend on the availability of alternative posts and on the suitability of the employees for these posts. In assessing suitability, Directors and Service Heads will consider not only existing skills and experience but also potential, after retraining if necessary, to perform to a satisfactory standard in the new job. Each 'affected' employee will be asked to complete a generic job application to be kept by Personnel Services on a central file and will be interviewed by a senior member of the Personnel staff to determine what type of work might be suitable and of interest. In the event of a vacancy arising, the following procedure will apply:

1. When a vacancy is identified, the Service Head will notify Personnel Services of the details. The vacancy will be considered by the Service Head in consultation with the Head of Personnel Services to determine whether or not the vacancy should be filled in its present format and, if appropriate, the means for filling it.
2. Details of 'affected' employees will already be held centrally by Personnel Services and will be made available to Management Team or individual Directors on a regular basis.
3. If the relevant Director considers that the post offers a potential redeployment opportunity for a particular employee or group of employees from the Redeployment Register, an interview or interviews will be arranged. In the interests of fairness for all staff, the Council will not normally 'ring fence' 'affected' employees for job opportunities which attract a salary which is more than one scale above that of their present post.
4. The interview(s) will be conducted by the appropriate Service Head or Senior Manager and a member of Personnel Services. A representative of the appropriate Trade Union will be welcome to attend any interview at the interviewee's request.
5. If, after consultation with the relevant Union(s), a vacancy does not appear to offer an appropriate or realistic opportunity for an 'affected' employee, it will be considered for filling in the normal way. In addition to other internal and/or external candidates any 'affected' employee may also apply. Such applications may be considered in advance of others received and an 'affected' employee will always be offered an interview. The 'affected' employee will be notified of the outcome in writing. All other applications received will then be considered on merit.
6. If, after interview, a post is offered to an 'affected' employee it will be for a trial period. The trial period will last for up to thirteen weeks during which time redundancy provisions may continue to apply should the employee wish to retain the option of volunteering for redundancy. (Note: redundancy provisions may continue to apply only in cases where the suitability of the alternative job offer [i.e. the trial period] is in some doubt, and this should be stated at the outset where possible.) After a period of thirteen weeks the redeployment will normally be confirmed as a permanent job offer. During the trial period, an employee may request that their name be retained on the Redeployment Register and ask to be notified of any subsequent redeployment opportunities. Once a redeployment has been confirmed, however, the name of the employee will be permanently removed from the Register.
7. If a trial period is unsuccessful, the recruiting Director or Service Head will have the discretion to offer the post to another 'affected' employee. If, after consultation with the relevant Union(s), there is no other suitable 'affected' employee, the Director or Service

Head may recommend that the post is advertised in the normal way or that the post remain unfilled in the light of circumstances at the time.

### **OFFER OF ALTERNATIVE EMPLOYMENT**

Where it is possible to offer a redeployment opportunity to an 'affected' employee, the following procedure will apply:-

1. Any redeployment offer made to an employee will be made in writing and will be for a period of up to thirteen weeks. Any offer will highlight any obvious areas for training and development which might cast doubt on whether the offer is a suitable one.
2. During the trial period, any retraining necessary to enable the employee to establish suitability in the new post will be arranged. In addition, the Line Manager of the redeployee will hold weekly meetings with him/her to discuss progress in the new post. This is to ensure that if Directors and Service Heads or the employee feel unable to support permanent redeployment into a post then this does not come as a surprise to those involved and that they have the opportunity to comment.
3. If, in the opinion of the Director or Service Head and following consultation with the appropriate Trade Union and the employee concerned, the employee has failed to demonstrate suitability for the post during the trial period, the employee will return to their original post (if still available). Alternatively, the employee will be deployed elsewhere on a 'surplus to requirements' basis until another redeployment opportunity is identified. It is intended that such a period, if necessary, be kept to an absolute minimum length of time.
4. The Council recognises the need to resettle 'affected' employees as quickly and effectively as possible. It will normally be the policy of the Council to offer an 'affected' employee two redeployment opportunities whenever possible. Failure to effectively redeploy an employee after two attempts will normally result in the employment being terminated on redundancy grounds. However, in certain circumstances, where the Council believes that the alternative offers made have been reasonable and the employment is **terminated**, redundancy payments may not apply. In such cases appropriate notice will be given and it will be the failure to accept the reasonable offer of alternative employment which will result in termination.
5. If the Director or Service Head considers that the employee has demonstrated suitability for the post, the position will be offered on the basis of the terms and conditions currently attached to that post. Salary protection will be afforded to that employee in accordance with this policy at the time.
6. In considering the basis on which the new employment is to be offered, Directors and Service Heads should be aware of the proposals for 'matching' outlined in the Protection of Earnings section contained within this Policy.
7. If an employee elects to resign at any time during the trial period or after taking up a permanent post after successfully completing the trial period, the employment will normally be considered to have ended by reason of resignation. In addition, if an employee refuses offers of reasonable alternative employment carrying with it a trial period or refuses a definite offer of alternative employment, the employment will again normally be considered to have terminated by reason of resignation and not redundancy.

### **RETRAINING DURING TRIAL PERIOD**

The Council is committed to developing an efficient and effective workforce. It is unlikely that an 'affected' employee will possess all the necessary skills and experience to transfer directly

to a different job without some retraining being necessary. The duration and extent of the retraining will vary and may in some cases influence whether or not an offer is made.

A trial period will last for thirteen weeks unless on an earlier date it is agreed between the recruiting Director or Service Head and the employee concerned that the trial has either succeeded or failed.

## **PROTECTION OF EARNINGS**

### **1. Introduction**

Lancaster City Council recognises that a redeployment policy and procedure benefit both the Authority and its employees by providing a greater sense of job security in times of uncertainty and thereby improving staff morale and increasing efficiency. The Council has stated its intention to make every effort to assist employees who face compulsory redeployment. In order to facilitate the movement of staff facing compulsory redeployment into alternative establishment posts, a degree of protection of earnings will apply to employees who find themselves disadvantaged as a result of accepting redeployment as the only reasonable alternative to compulsory redundancy.

### **2. Purpose of Protection of Earnings**

It is intended that this policy will provide:

- A secure and settled period during which employment more in line with the employee's abilities and former earnings potential will be sought;
- Some protection over a reasonable period to cushion the employee from the effects of job loss and loss of earnings;
- This is directed at easing the change rather than exempting staff from it.

### **3. Application**

A protection arrangement will apply to employees of the Council who are in a post which is deleted and who are redeployed into a post in which the maximum rate of pay is lower than their existing rate of pay. Contractual earnings only will be taken into account in calculating an employee's existing rate of pay. **During a formal trial period for any job an employee will continue to be paid the rate of pay attached to his/her former post.**

On confirmation of the redeployment the employee's salary will be 'frozen' and the following protection arrangements will apply:

#### **Year One**

The contractual rate of pay attached to the employee's previous post will continue to be paid for a twelve month period upon the offer and acceptance of the redeployment.

#### **Year Two**

Fifty per cent of the difference between the employee's contractual rate of pay in the previous post and the maximum salary of the new post will continue to be paid for a further twelve months.

#### **Year Three**

Twenty-five per cent of the difference between the employee's contractual rate of pay in the previous post and the maximum salary of the new post will continue to be paid for a period of twelve months.

**(The protection in Years Two and Three will not apply if the maximum salary attached to the new post has overtaken the maximum salary of the former post.)**

#### **Year Four**

On completion of three years in the new post the employee will revert to the rate of pay of the post into which he/she has been redeployed, at the relevant scale point. The provisions of this policy in respect of protection of earnings will apply until:

- a period of three years has elapsed; or
- the contractual earnings of the new post exceed the protected earnings; or
- the employee is appointed to a post in which contractual earnings equal or exceed the protected earnings salary; or
- the employee moves as a result of their own application to a post carrying a lower earnings level; or
- the employee is offered but declines to accept a suitable permanent post within the Authority at or above the protected level; or
- if for any reason the employee leaves the service of the Council.

#### **PROMOTION OR REGRADING DURING PROTECTION PERIOD**

If an employee is promoted or regraded during the protection period, he/she will continue to receive the protected rate of pay until the end of the protection period unless the new rate of pay is higher than the protected rate of pay, in which case the new rate of pay will apply.

#### **MATCHING**

The Council is committed to paying its employees appropriately for the work they carry out. During the three year period of protection, the Authority will make every effort to identify a further post which appears to be suitable to the skills of the 'affected' employee and in which the rate of pay is at or near the protected rate of pay. If an employee refuses to accept a reasonable offer of alternative employment during the protection period, the Authority reserves the right to cancel the protection arrangement for the employee concerned.

#### **FURTHER REDEPLOYMENT DURING THE PROTECTION PERIOD**

If during the protection period, the post into which an employee has been redeployed is deleted, at the end of the period of notice relating to that deleted post, the employee will revert to the original rate of pay prior to the protection arrangements coming into effect. If a further redeployment is offered and accepted then in the interest of the employee the protection period will be re-cast in accordance with Council policy.

#### **PROTECTION OF OTHER TERMS AND CONDITIONS**

This policy is intended to provide a protection arrangement against **loss of contractual earnings and financial loss**. It will not normally be the policy of the Council to protect other terms, conditions and benefits attached to an employee's former post. Where withdrawal of other benefits is appropriate, contractual notice of the changes to take effect will be given to the employee concerned. Where the redeployed post carries a lower level of leave entitlement, that lower level of entitlement will only come into effect on the 1<sup>st</sup> April following the redeployment. Where the employee has the benefit of a car lease and the deployed post does not carry such an entitlement, the employee will continue to have the benefit of the car lease for the balance of the then existing lease period. Should the employee wish to give up that car lease, no financial penalty will be payable by the employee.

Where an employee requests the Council to issue a "Certificate of Significant Material Change", this will be granted.

## **APPEALS**

1. Appeals arising from the implementation of the protection of earnings section of this policy will be dealt with in accordance with the Council's Grievance Procedure, within which the decision of the Members' Appeals Panel is final.
2. Appeals arising from the termination of employment of employees will be dealt with in accordance with the Council's Disciplinary Procedure for the time being in force.