

Reorganisation

Extracts from the Local Terms and Conditions of Service
Effective 1st September 2001

Contents

| | |
|--|----------|
| EXTRACT FROM PART 2, LOCAL TERMS AND CONDITIONS OF SERVICE | 2 |
| 13.1 Service Reorganisation | 2 |
| 13.2 Excess Travelling Expenses | 2 |
| 13.3 Assimilation, Redeployment & Severance | 3 |
| 13.3.1 General Considerations | 3 |
| 13.3.2.1 Assimilation; | 3 |
| 13.3.2.2 Redeployment | 4 |
| 13.3.2.3 Pay Protection for Assimilation Or Redeployment To Lower Graded Posts | 4 |
| 13.3.2.4 Severance | 6 |
| EXTRACTED FROM PART 3, LOCAL TERMS AND CONDITIONS OF SERVICE | 7 |
| 13.1 Consultation | 7 |
| 13.2 Excess Travelling Expenses | 7 |
| 13.3 Assimilation, Redeployment and Severance | 8 |
| 13.3.1 Council Procedure | 8 |
| 13.3.2 Council Policy on Assimilation, Redeployment & Severance | 9 |
| 13.4 Assimilation | 11 |
| 13.4.1 Assimilation Scheme | 11 |
| 13.4.2 Assimilation Appeals Procedure | 15 |
| 13.5 Redeployment | 16 |
| 13.5.1 Redeployment Scheme | 16 |
| 13.5.2 Redeployment Appeals Procedure | 19 |
| 13.6 Pay Protection for Assimilation Or Redeployment To Lower Graded Posts | 20 |
| 13.7 Redundancy & Early Retirement Provisions | 21 |
| 13.7.1 Severance Scheme | 21 |
| 13.7.2 Statutory and Enhanced Severance Pay Calculations | 22 |
| 13.7.3 Early Retirement Scheme | 23 |

EXTRACT FROM PART 2, LOCAL TERMS AND CONDITIONS OF SERVICE

13.0 REORGANISATION

13.1 Service Reorganisation

- 13.1.1 This procedure will run in parallel with any statutory requirements for consultation (for example on possible redundancies) which must be properly observed at all times. It should where necessary, also run in parallel with the Assimilation, Redeployment and Severance schemes.
- 13.1.2 Employees directly affected by a proposed reorganisation, and the Employees' Side of the Council & Trades Union Joint Committee will be consulted before a decision is taken to implement the proposed changes.
- 13.1.3 Subject to 13.1.1 (above) it may be necessary, particularly in the case of reorganisations which have significant consequences for services or employees, to gain approval in principle (for example) from the Cabinet, before detailed proposals are developed for consultation with employees and trades unions.
- 13.1.4 Before a final decision is made on any potential reorganisation, discussions with the employees and employees' side should be started at the earliest possible opportunity. Except where provided for in 13.1.5 (below) this will be not less than 28 calendar days before a decision is to be taken on whether or not to implement the proposals.
- 13.1.5 This period may only be shortened where there is agreement to the proposals, or where in exceptional circumstances it is essential to meet the Council's statutory and service delivery obligations. In that case as much time will be allowed for consultation as is practical (subject to statutory minima).
- 13.1.6 Where the decision will be taken the outcome of consultation will be included in the report that is presented to the Cabinet.
- 13.1.7 The constitution of the Council & Trades Unions Joint Committee allows for unresolved issues or disputes to be referred there for consideration. It may be necessary to take decisions before this can be achieved (as in 13.1.5 above).
- 13.1.8 An employee whose post is deleted in a reorganisation will be subject to the provisions of the Assimilation, Redeployment & Severance Scheme.
- 13.1.9 Where an Employee's post is not deleted but where, as result of reorganisation, her/his established pattern of work is changed **and** this has an adverse impact on her/his pay, the pay protection arrangements in paragraph 13.3.2.3 (below) shall apply.

13.2 Excess Travelling Expenses

- 13.2.1 When an employee is transferred by the Council from his/her normal place of work, as a result of reorganisation to another place of work, any additional expense

incurred due to travelling between home and the new place of work (when compared to the cost of travelling between home and the normal place of work) will be reimbursed by the Council.

13.2.2 In the case of a permanent move this will be for a maximum period of up to two years. In the case of a temporary move this will be for the period of the move; and will cease if this extends beyond two years.

13.2.3 Payment of excess travelling expenses will not be considered where the place of work of an employee is changed by reason of promotion, or where the transfer is made at the employee's own request.

13.2.4 Payment of excess travelling expenses will be based on the mode of transport used, but will not be paid at more than the public transport rate.

13.3 Assimilation, Redeployment & Severance

Employees who are displaced or whose duties are substantially changed through a reorganisation of council services or who are affected by any other reduction in staffing requirements will be subject to the terms of the Assimilation, Redeployment and Severance Scheme as set out in part 3, paragraph 13.3.

13.3.1 General Considerations

- i) All time scales in the procedures must be adhered to unless varied by mutual agreement.
- ii) In all cases approval to issue notice of dismissal by reason of redundancy must be obtained from the Cabinet. The employee will then be issued with either three months or the appropriate statutory notice (whichever is longer).
- iii) Employees will be informed in writing of any decisions which affect them at all stages of the process.
- iv) Employees will be given appropriate induction, support and assistance to provide them with the best opportunity to succeed in a trial period for a new post. Where a specific training need is identified an extended trial period may be agreed to accommodate this.
- v) If it becomes clear that an employee is unlikely to successfully complete a trial period and therefore not be offered a post then s/he should be informed of this before the end of the trial period.
- vi) An employee who is not confirmed in a post or who does not accept an offer of a post which s/he does not consider as suitable will be redundant and be eligible for a statutory redundancy payment.
- vii) Employees have a right to be accompanied by a trade union representative or colleague at any stage of the process.

13.3.1 The procedure has four parts:

13.3.2.1 Assimilation;

- i) An existing postholder whose post is deleted and who meets an 80% match of the duties of a post in the new structure will be offered that post (subject to a

competitive recruitment process if more than one existing postholder matches the post). See part 3, para 13.4.1.7 (i).

ii) An existing postholder whose post is deleted and who matches between 65 -79% of the duties of a post in the new structure will be offered that post subject to demonstrating their suitability during a trial period (subject to a competitive recruitment process if more than one existing postholder matches the post). See part 3, para 13.4.1.7 (ii).

iii) An existing postholder whose post is deleted and who matches between 50 - 64% of the duties of a post in the new structure will be designated as a 'priority 1' candidate for that post and will be offered a redeployment matching interview (subject to a competitive matching process if more than one existing postholder matches the post). See part 3, para 13.4.1.7 (iii).

iv) Posts in the new structure which are at the level of Director, Assistant Director an/or Service Head (or equivalent) are excluded from the assimilation process but will be ringfenced to any employee who would otherwise have assimilated to the post. The employee will be interviewed and appointed if they meet the normal criteria for appointment under the Council's recruitment procedure. See part 3, para 13.4.1.18.

v) An employee will have a right of appeal against a failure to acknowledge a claim for assimilation rights, in the first instance to the director of his/her department (or the Personnel & Development Director if decision taken by his/her director) and finally to the local Job Evaluation Appeal Panel. Employees may also appeal against a decision not to offer a post following a trial period. See part 3, para 13.4.2.

vi) All those who have been identified as having matching rights to any post will be informed of this but **no offers will be made until all claims and appeals have been considered.**

13.3.2.2 Redeployment

i) Any employee who is displaced: in a reorganisation and does not meet any of the matching criteria above or otherwise fails to obtain a post or; for any other reason not resulting from action for disciplinary, unsatisfactory performance or ill health issues (see medical redeployment scheme part 2, para 12.4) is eligible for redeployment. See part 3, para 13.5

ii) Employees who can meet the minimum criteria for redeployment will be offered an appropriate trial period (subject to a competitive process if more than one employee is matched to a post). See part 3, para 13.5.1.5

iii) If the employee can demonstrate his/her suitability for the post during the trial period, s/he will be confirmed in the post.

iv) Employees will have a right to appeal against: a refusal to offer a matching interview; a decision not to offer a trial period and/or; a decision not to offer confirmation in post following a trial period. See part 3, para 13.5.2

13.3.2.3 Pay Protection In Cases Of Assimilation Or Redeployment To A Lower Graded Post

i) Every effort will be made to assimilate or redeploy staff into posts at the same or a higher grade where this is possible.

a) Where this is not possible, an employee may be assimilated or accept redeployment to a post at a lower grade than that of his/her existing post. In such cases the Council would wish to assist the affected employee by allowing a period of time in which to adjust to the reduced salary/wage, or obtain work at the original grade level.

b) Where the possibility exists, the manager and the employee will share responsibility to attempt to develop the lower graded post by adding duties of a similar nature and level to the original grade and commensurate with the skills and abilities of the redeployed employee. The employee may also be encouraged to apply for vacant jobs at an appropriately grade level.

c) The following scheme will apply.

ii) An employee who:

a) as a result of the **deletion of his/her substantive post**, is assimilated or redeployed to a post at a lower grade will have his/her full contractual pay protected for a period of two years from the start date in the lower graded post; **OR**;

b) as a result of reorganisation retains the same post but suffers a reduction in pay due to a **change in her/his established pattern of work** will have the value of appropriate enhancements to her/his pay calculated according to the principles set out for the protection of Saturday enhancements in part 1, paragraph 4.3.

iii) If the working hours of the new post vary from the original then the appropriate rate of pay protection will apply pro rata. During the first two years the employee will benefit from any national pay award, annual increments etc. in accordance with the conditions of service.

iv) On the second anniversary of the start date in the lower graded post (or in a trial period to assess suitability for that post) the employee's salary/wage will be frozen for the next six months.

v) At the end of this six-month period the employee's salary/wage will be reduced by 25% of the difference between the frozen rate and the rate for the job at the appropriate grade and spinal column point for the new post. The employee's salary/wage will then be reduced by 75% and 50% (respectively) of the remaining difference at further intervals of six months. On the fourth anniversary of the start date in the new post (or trial period) it will finally be reduced to the rate for the job at the appropriate grade and spinal column point for the post which is applicable at that date (i.e. taking account of any incremental progression which would have occurred had the employee been in that post for the four year period of pay protection).

vi) From the date of the commencement of the duties of the new post all other conditions of service will be those appropriate for the grade and designation of the new post. Any enhancements and/or overtime payments will be based on the appropriate grade and spinal column point for the new post.

vii) All payments in excess of the appropriate grade and spinal column point for the new post will be met by the service unit/department in which the employee's original post was located (i.e. prior to assimilation/redeployment).

viii) The pay protection scheme described above will apply only to permanent staff who have been assimilated or redeployed into a lower graded post.

- ix) In the case of employees who are assimilated or redeployed from a post on a fixed term or other type of temporary contract to either: another post on a fixed term or temporary contract or; a permanent position; the terms (including salary/wage) will be those appropriate to the new post (i.e. there will be no pay protection).
- x) An employee who is made redundant within two years of being assimilated or redeployed to a post at a lower grade will have his/her redundancy entitlement calculated on the basis of the salary spinal column point and hours at the time of the deletion of his/her previous post.
- xi) Pay protection will cease immediately if the employee voluntarily moves to another new post during the protected period.

13.3.2.4 Severance

- i) The Council will always pay **minimum** redundancy compensation based on the statutory entitlement under the Employment Rights Act 1996 and Redundancy Payments (Local Government) (Modification) Order 1983, up to a maximum of 20 years continuous local government service. However, it will use its discretionary powers under the Local Government (Compensation for Redundancy & Premature Retirement) Regulations 1984 to waive the statutory maximum 'weeks pay' and base all payments on actual remuneration (see part 3, para 13.7.2).
- ii) An employee whose hours have been successively reduced **by the Council** (i.e. other than at the request of the employee) shall have the redundancy calculation based on his/her pay rate at the time of the redundancy but based on the number of hours worked prior to the reduction. Maximum payment based on 20 years full time service (see part 3, para 13.7.2).
- iii) Where this is possible the Council will enhance severance payments by 1.5 times the appropriate statutory redundancy entitlement or the maximum allowed by the Local Government (Compensation for Redundancy) Act 1994 (as amended by the Local Government (Compensation for Redundancy) (Amendment) Regulations 1996, whichever is the lower amount (see part 3, para 13.7.2).
- iv) For employees at or below spinal column point 17, a payment based on 1.5 times the statutory entitlement calculated on: the higher of a rate equivalent to that which applies at spinal column point 17 or the employee's actual remuneration **OR**; the maximum allowed by the regulations if lower than this amount (see part 3, para 13.7.2).
- v) Enhanced severance payments can only be made to employees under 50 years of age. Employees aged 50 years and above can only be considered for early retirement pension benefits or if ineligible, for an ex-gratia payment (see part 3, para 13.7.2)
- vi) Any enhancements to severance or pension (early retirement) payments are at the Council's absolute discretion. These will only be agreed on application by an employee to the Director of a reorganising department where this can be justified on the grounds of achieving greater efficiency and the employee agrees in writing to waive rights to Assimilation, Redeployment and to appeal against the redundancy dismissal.

13.3.3 The table on the following page shows a summary of the assimilation and redeployment processes (for illustration). All paragraph numbers in table refer to the part 3 procedures.

| Employee's deleted post matches 80% or more of duties of new post | Employee's deleted post matches 65% or more but less than 80% of duties of new post | Employee's deleted post matches 50% or more but less than 65% of duties of new post |
|---|--|---|
| Designated manager informs relevant employees | Designated manager informs relevant employees | Designated manager informs relevant employees |
| Details of all posts provided to all affected employees with invitation to claim match | Details of all posts provided to all affected employees with invitation to claim match | Details of all posts provided to all affected employees with invitation to claim match |
| All claims assessed and employees notified of decision and rights of appeal | All claims assessed and employees notified of decision and rights of appeal | All claims assessed and employees notified of decision and rights of appeal |
| All appeals considered | All appeals considered | All appeals considered |
| Offer(s) made to employee(s) with sole right(s) to post(s) or if more than one eligible competitive process completed and post(s) offered to successful candidate(s) | Provided no employees meet 80% match criteria to posts these are available for 65% match | Provided no employees meet either 80% or 65% match criteria to posts these are available for 50% match. |
| If post(s) accepted employee(s) confirmed in post(s). If any post(s) not accepted these made available for redeployment. (para.13.4). Any outstanding claim to a second post under 65% or 50% match considered. | Offer(s) made to employee(s) with sole right(s) to post(s) or if more than one eligible competitive process completed and post(s) offered to candidate(s) who best meet(s) the criteria for post(s). All offers are conditional on employee demonstrating his/her suitability for the post during a trial period. (para.13.4). Any outstanding claim to a second post under 50% match considered | Offer(s) of redeployment matching interview as 'priority 1' candidate made to employee(s) with sole right(s) to post(s) or if more than one eligible candidate, competitive process completed and post(s) offered to candidate(s) who best meet criteria for appointment when assessed against person specification. All offers are conditional on employee demonstrating his/her suitability for the post during a trial period. (para.13.5) |
| Unsuccessful candidates have normal rights to redeployment (para.13.5) | Any post(s) not accepted or where employee not confirmed in post following trial period (and any appeals) made available for redeployment. | Any post(s) not accepted or where employee not confirmed in post following trial period (and any appeals) made available for general redeployment. |
| | Unsuccessful candidates have normal rights to redeployment (para.13.5) | Unsuccessful candidates have normal rights to redeployment (para.13.5) |

EXTRACTED FROM PART 3, LOCAL TERMS AND CONDITIONS OF SERVICE

13.0 REORGANISATION

13.1 Consultation

See part 2, paragraph 13.0.

13.2 Excess Travelling Expenses

- 13.2.1 When an employee is transferred by the Council from his/her normal place of work, as a result of reorganisation to another place of work, any additional expense incurred due to travelling between home and the new place of work (when compared to the cost of travelling between home and the normal place of work) will be reimbursed by the Council.
- 13.2.2 In the case of a permanent move this will be for a maximum period of up to two years. In the case of a temporary move this will be for the period of the move; and will cease if this extends beyond two years.
- 13.2.3 Payment of excess travelling expenses will not be considered where the place of work of an employee is changed by reason of promotion, or where the transfer is made at the employee's own request.
- 13.2.4 Payment of excess travelling expenses will be based on the mode of transport used, but will not be paid at more than the public transport rate.

13.3 Assimilation, Redeployment and Severance

13.3.1 Council Procedure

13.3.1.1 This procedure brings together the various elements of the process for dealing with the displacement of staff resulting from the reorganisation of council services, departmental restructuring or other activities. It is intended to provide a framework to allow a consistent and logical means of:

- i) matching displaced staff to vacant posts in a new departmental structure;
- ii) seeking appropriate redeployment opportunities;
- iii) facilitating a reduction in overall staff numbers through voluntary severance where possible; and,
- iv) providing the possibility for additional compensation to be paid to redundant staff that volunteer to go.

13.3.1.2 The procedure has four sections :

- i) Assimilation:** through which employees whose posts are deleted as a result of a full or partial reorganisation of departmental or Council structures and/or services can be matched and assimilated into appropriate posts in the new structure. (See part 3, paragraph 13.4);
- ii) Redeployment:** through which employees who are displaced for whatever reason (other than by dismissal as a result of disciplinary action or by ill-health which are dealt with in separate procedures) can be matched and redeployed into vacant posts across the Council as a whole (See part 3, paragraph 13.5);
- iii) Pay protection:** which sets out a scheme to provide pay protection for four years for employees who as a result of the deletion of their existing post, are assimilated or redeployed into a post at a lower grade (See part 3, paragraph 13.6); and,
- iv) Severance:** which will allow for individual employees who are facing redundancy: to voluntarily waive rights to assimilation and/or redeployment and receive an enhanced redundancy payment at up to 1.5 times the appropriate statutory payment. (See part 3, paragraph 13.7).

13.3.2 Council Policy on Assimilation, Redeployment & Severance

- 13.3.2.1 The need to reorganise Council services arises for a number of reasons and this often results in changes to departmental structures and a reduction in the number of posts. The Council wishes to avoid compulsory redundancy wherever possible but recognises that it is not always possible to provide alternative employment for all affected staff. In such circumstances the Council seeks to maximise the benefits and provide an incentive for employees who for whatever reason would choose to take the opportunity to leave the Council's service.
- 13.3.2.2 The Council believes that this will create a more efficient process for the assimilation and redeployment of the remaining staff and reduce the time and resources required to achieve change. It will also enhance the opportunities for staff who would wish to find an alternative post in the new structure by reducing the number of staff in competition for these posts. The option of offering enhanced redundancy payments will therefore assist the Council to meet these dual objectives of avoiding or minimising compulsory redundancies wherever possible, while managing necessary changes efficiently.
- 13.3.2.3 The Council acknowledges that it has an obligation to attempt to provide suitable alternative employment to redundant employees. The Council also believes however, that it is necessary to have staff appointed to posts who are able to meet the majority of the skills and abilities necessary to do the job. There are therefore three levels at which an employee whose post is deleted in a reorganisation may match a new post and a separate process in each case (see the summary of these processes in the table at paragraph 13.3.2.8). Where an employee has claims to more than one post (maximum two posts) at any matching level these claims will be considered consecutively in accordance with the appropriate process(es).
- 13.3.2.4 This is particularly important for senior managerial posts where the Council believes that those appointed must meet 100% of the skills and abilities identified in the employee specification for the post. For this reason, during a reorganisation all senior management posts (that is, those at the top three tiers of the Council's management structure) will be excluded from the assimilation process. Recruitment for these posts will be ringfenced in the first instance to those employees who would otherwise have assimilated to these posts. If it is not possible to appoint from this group of existing employees, then the post(s) will be both internally and externally advertised for normal recruitment.
- 13.3.2.5 Throughout these processes the Council expects its managers to conduct timely and meaningful consultation with its recognised trades unions in accordance with both statutory and/or internal procedures. It also expects that any affected employees are kept fully informed of their circumstances and options and that their views are considered.
- 13.3.2.6 The Council wishes to provide the best opportunity for displaced employees to find alternative employment when faced with redundancy. To accommodate this the minimum period of notice of dismissal for redundancy will be three months, regardless of hours, length of service and/or grade. Assimilation and/or

redeployment trial periods will normally be undertaken during this notice period.
NOTE: This does not apply to: short term casual appointments; temporary employees on a (single or series of) fixed term contract(s) of 12 months or less duration or; temporary employees who were specifically contracted to cover particular areas of work required during the reorganisation process.

13.3.2.7 At all stages of this procedure due regard will be given to the Council's statutory obligations and particularly to the requirements of the Disability Discrimination Act to make reasonable adjustments and/or modifications as appropriate so as to not discriminate against a person with a disability. This might include adjustment of: the duties of a post; workplaces; equipment; practices; hours; the time, place and conduct of interviews; trial periods and/or; adjustments to the procedure itself.

13.3.2.8 The following table provides a summary of matching criteria and processes for assimilation and redeployment during a reorganisation.

Summary table of processes

| Employee's deleted post matches 80% or more of duties of new post | Employee's deleted post matches 65% or more but less than 80% of duties of new post | Employee's deleted post matches 50% or more but less than 65% of duties of new post |
|---|--|---|
| Designated manager informs relevant employees | Designated manager informs relevant employees | Designated manager informs relevant employees |
| Details of all posts provided to all affected employees with invitation to claim match | Details of all posts provided to all affected employees with invitation to claim match | Details of all posts provided to all affected employees with invitation to claim match |
| All claims assessed and employees notified of decision and rights of appeal | All claims assessed and employees notified of decision and rights of appeal | All claims assessed and employees notified of decision and rights of appeal |
| All appeals considered | All appeals considered | All appeals considered |
| Offer(s) made to employee(s) with sole right(s) to post(s) or if more than one eligible competitive process completed and post(s) offered to successful candidate(s) | Provided no employees meet 80% match criteria to posts these are available for 65% match | Provided no employees meet either 80% or 65% match criteria to posts these are available for 50% match. |
| If post(s) accepted employee(s) confirmed in post(s). If any post(s) not accepted these made available for redeployment. (para.13.4). Any outstanding claim to a second post under 65% or 50% match considered. | Offer(s) made to employee(s) with sole right(s) to post(s) or if more than one eligible competitive process completed and post(s) offered to candidate(s) who best meet(s) the criteria for post(s). All offers are conditional on employee demonstrating his/her suitability for the post during a trial period. (para.13.4). Any outstanding claim to a second post under 50% match considered | Offer(s) of redeployment matching interview as 'priority 1' candidate made to employee(s) with sole right(s) to post(s) or if more than one eligible candidate, competitive process completed and post(s) offered to candidate(s) who best meet criteria for appointment when assessed against person specification. All offers are conditional on employee demonstrating his/her suitability for the post during a trial period. (para.13.5) |

| | | |
|--|--|--|
| Unsuccessful candidates have normal rights to redeployment (para.13.5) | Any post(s) not accepted or where employee not confirmed in post following trial period (and any appeals) made available for redeployment. | Any post(s) not accepted or where employee not confirmed in post following trial period (and any appeals) made available for general redeployment. |
| | Unsuccessful candidates have normal rights to redeployment (para.13.5) | Unsuccessful candidates have normal rights to redeployment (para.13.5) |

13.4 Assimilation

13.4.1 Assimilation Scheme

13.4.1.1 In principle, assimilation is based on job content and not hours. Therefore providing that it does not displace any existing full time postholder(s), there is nothing to prevent a part time employee or a job sharer from assimilating into full time posts provided that the job content of the deleted post meets the required matching criteria for assimilation when compared to the new post.

13.4.1.2 Employees who are employed on a casual (sometimes called 'as & when required') basis will not normally have rights of assimilation under this scheme. (More details are set out in guidance for managers on temporary employees in Part 4).

13.4.1.3 Employees who have been employed in a single post on a series of fixed term contracts for one year or more at the time of the deletion of the post and who would otherwise meet all of the criteria for assimilation into a permanent post, will be included in the assimilation process alongside 'permanent' staff. This will NOT apply to employees recruited to a single fixed term contract (which may have been extended) specifically to cover particular areas of work required during a reorganisation process. Managers must have due regard to the proper recruitment of temporary employees and the appropriate use of fixed term contracts in accordance with Council Policy. More details are set out in part 2, paragraph 2.6.2 & 2.6.3 and guidance for managers on temporary employees in Part 4).

13.4.1.4 A 'permanent' employee who has been temporarily seconded into a post other than his/her substantive post may only be assimilated on a match based on the duties, skills and abilities of his/her substantive post.

13.4.1.5 When undertaking a reorganisation or restructuring of a department, service unit or section an outline of the proposed new structure should be drafted at the earliest possible stage. The Designated Manager should then identify any posts being created and/or deleted as part of the restructure (consultation with the Trades Unions representative should commence immediately and 'in-principle' agreement gained from Cabinet (if required)). S/he should prepare a draft job description for each new post. The job description(s) should then be sent to the Personnel & Development Director for formal job evaluation before starting any process of assimilation (or redeployment).

13.4.1.6 Managerial posts at the third tier or above and will be excluded from the assimilation scheme (that is posts of Director, Assistant Director and/or Service

Head - or equivalents). These posts will therefore not be available for assimilation and the process applicable to these posts is described in paragraph 13.4.1.18.

13.4.1.7 An 'existing postholder' is an employee who holds a post which is either deleted or otherwise altered in the restructure/reorganisation.

i) An existing postholder shall have a right to assimilate to any post in the new structure if the duties of his/her current substantive post correspond to not less than 80% (the '80% match') of the duties contained in the job description of a proposed new post (see paragraph 13.4.1.9), provided:

- a) that the post has not been 'excluded' (see paragraph 13.4.1.6), and;
- b) that if more than one employee meets the 80% match criteria for the same post(s) then assimilation will be through a competitive process.

ii) An existing postholder whose duties in his/her current substantive post correspond to 65% or more, but less than 80% (the '65% match') of the duties contained in the job description of a proposed new post (see paragraph 13.4.1.9) will be assimilated to that post, provided:

- a) that the post has not been 'excluded' (see paragraph 13.4.1.6) or;
- b) that no other employee meets the 80% match criteria to the post(s) and;
- c) that he/she can demonstrate the knowledge, skills and experience necessary to satisfactorily carry out the full duties of the new post, and;
- d) that if more than one employee meets the 65% match criteria for the same post(s) then assimilation will be through a competitive process.

iii) An employee whose duties in his/her current substantive post correspond to 50% or more, but less than 65% (the '50% rule') of the duties contained in the job description of a proposed new post (see paragraph 13.4.1.9) will have sole 'priority 1' redeployment rights to that post provided:

- a) that the post has not been 'excluded' (see paragraph 13.4.1.6) or;
- b) that no other employee meets either the 80% or 65% match criteria to the post(s) and;
- c) that he/she can demonstrate the knowledge, skills and experience necessary to satisfactorily carry out the full duties of the new post, and;
- d) that if more than one employee meets the 50% match criteria for the same post(s) then redeployment will be through a competitive process.

iv) An employee whose duties in his/her current substantive post **do not** correspond to 50% or more of the duties contained in the job description of any proposed new post (see paragraph 13.4.1.9) will have normal redeployment rights in accordance with the Redeployment Scheme (paragraph 13.5) although they will be able to apply for any unclaimed posts in the new structure before these are released for general redeployment/recruitment.

v) For a summary of the processes applicable to each of the 80%, 65% and 50% matching criteria refer to the table at paragraph 13.3.2.8.

13.4.1.8 In the first instance, the manager who is responsible for appointing to the relevant new post will determine whether or not any existing postholder meets any of the matching criteria (as in 13.4.1.7 above) for the post and if so which process is

applicable. Departmental Personnel Officers should advise the manager and the exercise must be carried out in a fair and objective manner. All those who have been identified as having matching rights to any post will be informed of this but **no offers will be made until all claims and appeals have been considered.**

13.4.1.9 Matching will be by an analysis and comparison of the actual job content of the existing and new posts taking account of:

- i) the priority of the duties and any appropriate 'weighting';
- ii) the amount of time regularly spent on each task.

13.4.1.10 The matching process will only take into account the actual duties of an existing postholder's substantive post at the time of the restructure/reorganisation (as evidenced by the job description and the duties and responsibilities that are actually undertaken). No account will be taken: of temporarily assigned additional duties; 'acting up duties'; secondments or; any other temporary variation of an employee's substantive contract.

13.4.1.11 Subsequently, information on all the posts in the new structure will be circulated to all affected employees. They shall be invited to register a claim to a post if they believe that they meet any the 80%, 65% or 50% matching criteria for assimilation or 'priority 1' redeployment. They shall also be invited to register a claim for priority consideration for one of any excluded posts (as defined in paragraph 13.4.1.6). A reasonable deadline will be specified for any such claims. All claims will be assessed and the employees notified of the result and informed of any right of appeal.

13.4.1.12 If, following the outcome of the assessment of all assimilation claims and appeals, only one existing postholder is identified as meeting the 80% match to a post, s/he shall be informed in writing by the manager and the post offered to that employee.

13.4.1.13 If, following the outcome of the assessment of all assimilation claims and appeals:

- i) no existing postholder is identified as meeting the 80% match to a post, and only one identifies as meeting the 65% match s/he shall be informed in writing by the manager and the post offered to that employee subject to satisfactory completion of a trial period during which the employee will need to demonstrate his/her ability to carry out the full duties of the new post. (See paragraph 13.4.1.19)
- ii) no existing postholder is identified as meeting the 65% match to a post, and only one identifies as meeting the 50% match s/he shall be informed in writing by the manager and invited to attend a 'priority 1' redeployment matching interview (See paragraph 13.5.1.5 and subsequent procedure related to redeployment)

13.4.1.14 In certain circumstances an employee may have assimilation rights to several different posts. When this occurs the Designated Manager will select a maximum of two posts to be made available for assimilation on the basis of the closest match with the duties of his/her existing post, the current work locations

and/or working hours/patterns. This provision may be varied to take account of individual employee preferences where there is no adverse impact on the position of other employees and any circumstances where agreement is reached with the appropriate trade union(s).

13.4.1.15 If more than one individual meets either the 80% matching criteria then they will all be informed that assimilation to the post(s):

- i) will be determined by competitive interview/skills testing through the normal recruitment process and;
- ii) that the individual(s) who best meet(s) the requirements of the employee specification for the new post(s) shall be offered the post(s) and shall be appointed on acceptance.

13.4.1.16 If no individual meets the 80% match, and more than one individual meets the 65% matching criteria then they will all be informed that assimilation to the post(s):

- i) will be determined by competitive interview/skills testing through the normal recruitment process and;
- ii) that the individual(s) who best meet(s) the requirements of the employee specification for the new post(s) shall be offered the post(s) subject to satisfactory completion of a trial period during which the employee will need to demonstrate his/her ability to carry out the full duties of the new post (see paragraph 13.4.1.19) and shall be appointed on satisfactory completion of the trial period.

13.4.1.17 If an employee is identified as having either :

- i) sole assimilation rights to two posts or;
- ii) is the best scoring candidate for two posts in a competitive assimilation process then;

the employee may indicate his/her preferred post. The appointing officer will take this into account but will choose which one of the posts the candidate best matches and will offer that post to the employee (subject to a trial period in the case of 65% match assimilation – see para 13.4.1.19). In competitive assimilation the remaining post will then be offered to the next best scoring candidate for that post (subject to a trial period in the case of 65% match assimilation – see para 13.4.1.19). In the case of sole assimilation the second post will be available for redeployment purposes.

13.4.1.18 If any existing postholder(s) meet(s) the 80% matching criteria to any of the posts that have been excluded from the assimilation process then the appropriate posts(s) will be ringfenced to these individuals who will have priority over any other internal or external candidate for the post(s). Suitability for appointment will be assessed through the normal recruitment process that will include interviews and skills testing appropriate to the post. If the matched individual meets all of the minimum necessary criteria for appointment when assessed against the employee specification for the post, then he/she shall be appointed to the post.

13.4.1.19 Where assimilation is offered subject to satisfactory completion of a trial period the appointing officer and employee will identify any skills and or knowledge that will need to be developed and demonstrated during the trial period, and any training and/or development support that will be provided.

- i) The trial period will be for a minimum of four weeks, but may be up to a maximum of three months to accommodate any training that is to be provided.
- ii) During the trial period there will be regular meetings between the employee and the designated manager to monitor progress and provide support.
- iii) If by the end of the second month of a longer trial period the manager has objectively assessed that the employee is unlikely to succeed then the employee will be informed of this. The employee will be informed of her/his right of appeal (as in paragraph 13.5.2). S/he will then be eligible to seek redeployment and any appeal will be considered during the remaining time to the end of the trial period.
- iv) If by the end of the trial period the employee is not able to satisfactorily carry out the full duties of the post the appointment will not be confirmed and the employee will be redundant.

13.4.1.20 All existing postholders must also be informed of their rights of appeal which will be to the Director of his/her employing department who will consider the appeal in accordance with the assimilation appeals procedure set out in paragraph 13.4.2 (below). The individual referring the case for review must have a "direct personal interest" in the outcome of the decision which may be :

- i) a decision not to grant assimilation or 'priority 1' redeployment rights to a post for which they have made a claim; **and/or**
- ii) a decision to grant assimilation or 'priority 1' redeployment rights to any other existing postholder(s) where the individual believes that he/she should have sole assimilation or 'priority 1' redeployment rights; **and/or**
- iii) a decision not to ringfence an excluded post for which they have made a claim; **and/or**
- iv) a decision to ringfence an excluded post to any other existing postholder(s) where the individual believes that he/she alone should have priority rights to be considered for the post **and/or**
- v) a decision not to confirm an employee in post after an assimilation trial period.

13.4.2 Assimilation Appeals Procedure

13.4.2.1 The postholder should refer the disputed job description in writing to the Director of the employing department within 7 working days of the written confirmation of the outcome of the relevant manager's decision who may call for the assistance of the Personnel & Development Director or his/her representatives. Each case will be examined solely on its own merits and in certain circumstances this could result in changes to his/her existing job description.

13.4.2.2 If the original decision not to offer assimilation, 'priority 1' redeployment, or to ringfence an excluded post to an employee has been taken by the Director then the appeal should be notified to the Personnel & Development Director within 7 working days of the written confirmation of the outcome of the Director's decision.

- 13.4.2.3 Once the appeal has been received by the departmental Director (or Personnel & Development Director), a timescale for evaluation will be established with the appellant and the relevant manager. This will be as soon as possible but will depend on business priorities.
- 13.4.2.4 The Director (or Personnel & Development Director or his/her nominated representative) may interview the manager of the new post to gather further information about the job and the appellant to ascertain on a point-by-point basis where s/he feels there is a match. The appellant will be provided with a copy of the information from the manager regarding weightings etc. Appellants may be accompanied by a union representative or a colleague at the interview.
- 13.4.2.5 On the basis of all information received, an evaluation of the appeal will be carried out. The manager will be informed verbally of the result along with an explanation of how the result was obtained. The appellant will also be informed verbally of the appeal decision and then in writing with copies to all other parties involved in the dispute.
- 13.4.2.6 If appropriate, the appellant will be informed at the same time of further rights of appeal to the appropriate local job evaluation appeal panel. The appellant must appeal in writing to the Personnel & Development Director within 7 working days of the written confirmation of the appeal decision if he/she wishes to exercise this further right of appeal.
- 13.4.2.7 The decision of the local job evaluation appeal panel will be final.
- 13.4.2.8 The local job evaluation appeal panel will be convened on an ad hoc basis and will usually consist of an independent chair, supported by two officers trained in job evaluation, usually Council employees.
- 13.4.2.9 Appeals against a decision not to confirm an employee in post after an assimilation trial period will follow the Redeployment Appeal Procedure (see paragraph 13.5.2)

13.5 Redeployment

13.5.1 Redeployment Scheme

NB: Existing postholders who meet the 50% match to a new post under the assimilation matching process will be given a redeployment matching interview for that post ahead of any other candidate for redeployment. If there are two or more such existing postholders who match the same post then this will be conducted as a competitive process. The redeployment scheme will therefore apply to these employees in relation to the identified post(s) from paragraph 13.5.1.5 onwards. Any such 'priority 1' candidate who fails to secure a post will revert to the same status as other employees seeking redeployment and the procedure in Redeployment Scheme will apply in full.

- 13.5.1.1 The Council seeks to avoid compulsory redundancies as far as it is able to by seeking to provide an offer of "suitable" alternative employment with the

expectation that some training should be provided if necessary. Where an employee is displaced from his/her substantive post as a result of reorganisation and either does not meet the criteria for assimilation to a new post or otherwise fails to secure a position, the following scheme will apply. This procedure does not apply to Redeployment on Medical Grounds.

- 13.5.1.2 All vacant posts (including any fixed term appointments of six months or more), which are not ringfenced as part of a departmental reorganisation, will be notified to the Personnel & Development Director. A register of these Council wide vacancies will be maintained by the Job Search Unit and will be available to displaced employees through the Council's Priority Candidate Vacancy List. Employees will be offered assistance in filling out a Personal Skills Profile by Departmental Personnel Teams or through Job Search.
- 13.5.1.3 Departmental personnel teams will also be responsible for referring all employees facing redundancy to Job Search. They will ensure that these employees are provided with advice about the redeployment process, are aware of the available from Job Search and notified of any vacancies through receipt of the Priority Candidate Vacancy List.
- 13.5.1.4 Any employee who is facing redundancy and/or whose post is due to be deleted will be provided with a list of available posts and invited to indicate any post which s/he is interested in. The employee will be provided with an employee specification and an application form for any such post. If s/he believes:
- i) that s/he has the skills and abilities to meet the employee specification for the post or;
 - ii) that with some additional training/support she/he could meet the employee specification; then the application should be submitted together with a note of the area(s) on the employee specification that the employee believes s/he would require training/support to fully meet the requirements.
- 13.5.1.5 Any employee who appears to meet, or almost meet (see paragraph 13.5.1.9) the requirements of the employee specification for an available vacant post will be interviewed and if appropriate, tested against the employee specification for the post in accordance with the normal recruitment process. If the employee meets the minimum requirements for appointment under the normal recruitment procedure then she/he will be offered the post on a four-week trial period. A longer trial period may be agreed so as to allow for any specific programme of training support to have proper effect. This must be agreed prior to the start of the trial period and once agreed this may not be extended. This will normally be no longer than 12 weeks.
- 13.5.1.6 If more than one employee applies and appears to meet, or almost meet the relevant criteria, then they will all be interviewed and if appropriate tested competitively in the normal way. The employee who best meets the requirements of the employee specification (provided that s/he also meets the minimum requirement for appointment- see 13.5.1.9) will be offered the post on a minimum four-week trial period.

- 13.5.1.7 Any employee who is not invited to an interview or is not offered appointment on a trial period following an interview will be notified in writing with any reasons and informed of his/her right to appeal.
- 13.5.1.8 Every assistance will be given by the relevant manager to a redeployee to ensure that s/he is properly inducted into the new post during the trial period. If on or before the expiry of the trial period the employee considers that the post is not suitable, then the employee will be redundant at the expiry of the appropriate notice period (Please seek advice and/or see the specific advice note on redundancy notice and trial periods as this is a very complicated area of employment law.). Alternatively if at the end of the trial period the manager can objectively demonstrate that despite reasonable support having been provided, the employee is unsuitable for the post then the employee will be redundant at the expiry of the appropriate notice period. The employee shall be informed of his/her right to appeal.
- 13.5.1.9 If a redeployee fails to fully meet the requirements for appointment when assessed against the relevant employee specification but, in the opinion of the appointing officer, the employee could attain the required standards with appropriate training/experience then an appointment should be offered subject to an extended trial period (as envisaged within the statutory redundancy provisions).
- 13.5.1.10 The duration of an extended trial period must be agreed at the outset and this should not normally exceed a maximum of twelve weeks. It should be sufficient to allow for structured training/induction and regular assessment designed to cater for the acknowledged "skills - gap". This should then be provided during the agreed trial period. The manager must ensure that the duration and terms of the trial period are strictly adhered to. The employee must be given every assistance but if at the end of this trial period the employee cannot demonstrate his/her suitability for the post then the offer of permanent employment shall be withdrawn. The employee will be redundant at the expiry of the appropriate notice period.
- 13.5.1.11 It may occur that there are no redeployment opportunities to permanent posts within the Council. In such circumstances a potentially redundant employee may be offered a fixed term appointment or secondment (if available) as an alternative.
- 13.5.1.12 If a fixed term contract is offered which the Council believes constitutes 'suitable alternative employment' as envisaged in the ERA 1996 then the employee will be informed in writing of the status of the offer at the time it is made. If the employee accepts the post and the fixed term contract is terminated for a reason other than redundancy then the employee will not be eligible to receive a redundancy payment and s/he must also be informed of this implication. Employees who accept such alternative employment will continue to have access to redeployment opportunities until the end date of the fixed term contract or other extension. If s/he fails to secure further employment before this date then his/her employment with the Council will cease on that date (subject to appropriate notice periods).
- 13.5.1.13 If an employee accepts a post at a lower grade than his/her existing post then the pay protection scheme shall apply.

13.5.2 Redeployment Appeals Procedure

13.5.2.1 An employee may appeal to the Director of the department in which the post in question is situated if she/he applies for redeployment if:

- i) she/he is refused an interview for a post for which she/he believes she/he is eligible;
- ii) she/he is not offered a post following interview/testing and she/he believes that she/he has demonstrated sufficient skills and abilities to be appointed (subject to a trial period);
- iii) if an employee has been offered a post on a trial period and at the end of the trial period no offer of permanent employment is made.

13.5.2.2 S/he should write to the Director of the department appointing to the post within 3 working days of the written notification of the rejection. S/he should state why s/he believes s/he should have been offered the interview/post.

13.5.2.3 The Director shall consider the matter and should seek advice from the Personnel & Development Director (or his/her representative). The Director shall respond to the employee within 5 days and if refusing the appeal she/he should state the reason.

13.5.2.4 The decision of the Director will be final.

13.5.2.5 Any appeal relating to an employee's original selection for dismissal by reason of redundancy is an appeal against dismissal and must be made to the Council's Appeals Committee within the time limits specified at the time that the original notice of dismissal is issued (Section 16.3).

13.6 Pay Protection In Cases Of Assimilation Or Redeployment To A Lower Graded Post

(NOTE - this text is taken from part 2, para 13.3.2.3 and is reproduced here for information)

13.6.1 Every effort will be made to assimilate or redeploy staff into posts at the same or a higher grade where this is possible.

- i) Where this is not possible an employee may be assimilated or accept redeployment to a post at a lower grade than that of his/her existing post. In such cases the Council would wish to assist the affected employee by allowing a period of time in which to adjust to the reduced salary/wage.
- ii) Where the possibility exists, the manager and the employee will share responsibility to attempt to develop the lower graded post by adding duties of a similar nature and level to the original grade and commensurate with the skills and abilities of the redeployed employee.
- iii) The following scheme will apply.

13.6.2 An employee who:

- i) as a result of the **deletion of his/her substantive post**, is assimilated or redeployed to a post at a lower grade will have his/her full contractual pay protected for a period of two years from the start date in the lower graded post; **OR**;
- ii) as a result of reorganisation retains the same post but suffers a reduction in pay due to a **change in her/his established pattern of work** will have the value of appropriate enhancements to her/his pay protected according to the principles set out for the protection of enhancements (for Saturday working) in part 1, paragraph 4.3.

- 13.6.3 If the working hours of the new post vary from the original then the appropriate rate of pay protection will apply pro rata. During the first two years the employee will benefit from any national pay award, annual increments etc. in accordance with the conditions of service
- 13.6.4 On the second anniversary of the start date in the lower graded post (or in a trial period to assess suitability for that post) the employee's salary/wage will be frozen for the next six months.
- 13.6.5 At the end of this six-month period the employee's salary/wage will be reduced by 25% of the difference between the frozen rate and the rate for the job at the appropriate grade and spinal column point for the new post. The employee's salary/wage will then be reduced by 75% and 50% (respectively) of the remaining difference at further intervals of six months. On the fourth anniversary of the start date in the new post (or trial period) it will finally be reduced to the rate for the job at the appropriate grade and spinal column point for the post which is applicable at that date (i.e. taking account of any incremental progression which would have occurred had the employee been in that post for the four year period of pay protection).
- 13.6.6 From the date of the commencement of the duties of the new post all other conditions of service will be those appropriate for the grade and designation of the new post. Any enhancements and/or overtime payments will be based on the appropriate grade and spinal column point for the new post.
- 13.6.7 All payments in excess of the appropriate grade and spinal column point for the new post will be met by the service unit/department in which the employee's original post was located (i.e. prior to assimilation/redeployment).
- 13.6.8 The pay protection scheme described above will apply only to permanent staff who have been assimilated or redeployed into a lower graded post.
- 13.6.9 In the case of employees who are assimilated or redeployed from a post on a fixed term or other type of temporary contract to either: another post on a fixed term or temporary contract or; a permanent position; the terms (including salary/wage) will be those appropriate to the new post (i.e. there will be no pay protection).
- 13.6.10 An employee who is made redundant within two years of being assimilated or redeployed to a post at a lower grade will have his/her redundancy entitlement calculated on the basis of the salary spinal column point and hours at the time of the deletion of his/her previous post.

- 13.6.11 Pay protection will cease immediately if the employee voluntarily moves to another new post during the protected period.

13.7 Redundancy & Early Retirement Provisions

13.7.1 Severance Scheme

- 13.7.1.1 Enhanced redundancy payments are made at the Council's discretion under powers granted by part II of the Local Government (Compensation for Redundancy) Act 1994 (as amended by the Local Government (Compensation for Redundancy) (Amendment) Regulations 1996) and are only payable where this can be justified on the grounds of achieving greater efficiency. Enhanced redundancy payments can only be made to employees under 50 years of age. Employees aged 50 years and above can only be considered for early retirement pension benefits or if ineligible, for an ex-gratia payment. Both of these options are also at the Council's absolute discretion.

- 13.7.1.2 As soon as it is decided that there is a need to reorganise a department or service unit and this will lead to a reduction in posts, the appropriate Director will decide if there is scope to offer enhanced terms to assist the process of restructuring or reorganising the service.

- 13.7.1.3 If the decision is taken to offer enhanced terms then the Director shall write to all potentially affected employees. They shall be asked to indicate whether or not they would wish to waive the right to be assimilated or redeployed and instead be considered for voluntary severance or, if aged 50 years or more, for early retirement.

- 13.7.1.4 Employees who respond by indicating that they wish to be considered should then be provided with interim figures on the following basis:

- i) all figures provided will be on a 'without prejudice' basis and will not constitute an offer by the employer to the employee. Rather the figures will be provided as an estimate (based on relevant length of service and salary/wage criteria) of the amount that the employee would be likely to receive if the Council agreed to use its discretionary powers;
- ii) those employees aged up to 50 years (with a minimum of two years continuous service as at the date of the dismissal for redundancy) would be provided with a figure calculated on the employee's entitlement to statutory redundancy payments (based on actual contractual remuneration, i.e. waiving the upper statutory limit) multiplied by a factor of 1.5 (see 13.7.2 below);
- iii) eligible employees aged 50 years and above would be provided with a figure calculated on the appropriate entitlement to early retirement benefits under the Local Government Pension Scheme (if eligible) and any statutory redundancy entitlement (see 13.7.3 below).
- iv) employees aged 50 years and above who are not eligible for early retirement benefits will be considered for an ex-gratia payment in accordance with the provisions contained in part II of the Local Government (Compensation for Redundancy) Act 1994 (see 13.7.3 below).

13.7.1.5 The Director will consider all of the implications on the relevant service area and decide whether it is possible in each individual case to release the employee. If it can be demonstrated that to release the employee:

- i) will not adversely impact on the provision of the relevant Council service;
- ii) will enhance the assimilation and redeployment process and speed up the reorganisation (e.g. by reducing the number of 'competing' employees;
- iii) and will lead to greater efficiency;

then the employee will be informed of this. S/he will be provided with a more detailed calculation of the appropriate terms and an end date will be set. Upon acceptance of the terms the employee will be required to sign an acknowledgement of this and that they have waived rights to assimilation, redeployment and has also waived the right to appeal against the dismissal by reason of redundancy.

13.7.1.6 Employees who do not volunteer to waive assimilation and redeployment rights will be considered in accordance with the provisions of the appropriate scheme. If an employee is unsuccessful in obtaining a post and is dismissed by reason of redundancy, then s/he will receive normal statutory redundancy compensation. This will be based on actual contractual remuneration, waiving the statutory limit (see 17.7.2 below).

13.7.1.7 While the Council will always use the discretionary powers to enhance redundancy payments up to a maximum of 1.5 times the appropriate statutory payment (based on actual remuneration with a minimum payment based on scp 17 – see 13.7.2 below) whenever this is possible, **this can only be done if each case can be justified on grounds of efficiency**. If there are no grounds upon which to justify offering enhanced redundancy terms then eligible employees aged 50 years and over in the affected service will be asked to indicate if they wish to take voluntary early retirement and provided with appropriate estimates of figures under that scheme (see 13.7.3 below).

13.7.1.8 Any other employees who wish to accept redundancy on normal statutory terms will also be asked to indicate their wish to go voluntarily. The Director will apply the same considerations to each request as in paragraph 13.7.1.5 above. These employees will then be provided with a more detailed calculation of the appropriate terms based on pension (see 17.3 below) and/or statutory redundancy payments (see 17.2 below) as appropriate and an end date will be set.

13.7.1.9 In all cases approval to issue notice of dismissal by reason of redundancy must be obtained from the Cabinet. The employee will then be issued with either three months or the appropriate statutory notice (whichever is longer).

13.7.2 Statutory and Enhanced Severance Pay Calculations

13.7.2.1 The service on which the calculation is based will be continuous local government service up to a maximum of 20 years service.

13.7.2.2 An employee whose hours have been successively reduced by the Council (i.e. other than at the request of the employee) shall have the redundancy calculation based on his/her pay rate at the time of the redundancy but based on the number of hours worked prior to the reduction. This provision is subject to a maximum payment based on 20 years full time service at the employee's actual remuneration (i.e. previous 'full time' hours will be considered to equate to whatever 'full time' hours apply at the time of the redundancy regardless of the actual number of hours which may have been worked before any reduction).

13.7.2.3 The Council will always pay minimum redundancy compensation based on the statutory entitlement under s.162(1) and (2) of the Employment Rights Act 1996. However, it will use its powers under:

- i) the Local Government (Compensation for Redundancy & Premature Retirement) Regulations 1984 to waive the statutory maximum 'weeks pay' and base all payments on actual remuneration; **AND**;
- ii) the Redundancy Payments (Local Government) (Modification) Order 1983 to base service on continuous local government service.

13.7.2.4 If the Council is able to show efficiency savings and therefore use its powers under parts I & II of the Local Government (Discretionary Payments) Regulations 1994 (as amended by the Local Government (Compensation for Redundancy) (Amendment) Regulations 1996), it will enhance the severance payments to volunteers who waive their contractual rights (see details in Severance Scheme - 13.7.1.5 above). For those under 50 years of age with two years continuous local government service this will be calculated in the following way.

- i) For employees at or below spinal column point 17, a payment based on 1.5 times the statutory entitlement calculated on:
 - a) the rate at spinal column point 17 or the employee's actual remuneration whichever is higher; **OR**;
 - b) the maximum allowed by the regulations if lower than the amount in (a).
- ii) For employees at or above spinal column point 18, a payment based on 1.5 times the statutory entitlement calculated on the employee's actual remuneration **OR** the maximum allowed by the regulations whichever is lower.

13.7.2.5 If there is a pay increase between the time of the redundancy calculation and the last day of service then the redundancy/severance payment will be recalculated on the revised pay rate.

13.7.3 Early Retirement Scheme

13.7.3.1 Employees being made redundant who are aged 50 years and above and who have at least 2 years qualifying service in the Local Government Pension Scheme (LGPS) will be eligible for immediate pension rights under the LGPS. The Council **at its absolute discretion**, may enhance the employee's service up to a maximum of 10 years for pension purposes in accordance with the applicable Acts and Regulations.

- 13.7.3.2 Employees being made redundant who are aged 50 years and above and who have at least 5 years qualifying service in the Local Government Pension Scheme (LGPS) will be eligible for immediate pension rights under the LGPS. The Council **at it's absolute discretion**, may enhance the employee's service up to a maximum of 10 years for pension purposes in accordance with the applicable Acts and Regulations.
- 13.7.3.3 The Council will consider applications from eligible employees and if **agreed** 'on grounds of efficiency' may apply this policy.
- 13.7.3.4 The Council agrees to treat currently pensionable employees whose hours have been successively reduced by the Council as 'whole time' employees within the meaning of the applicable Acts and Regulations.
- 13.7.3.5 Employees being made redundant who are aged 50 years and above who have 2 years continuous local government service but **do not** qualify for pension rights under Local Government Pension Scheme (LGPS) will be considered for an ex-gratia payment up to a maximum of 1.5 weeks per completed year of service as allowed under part III of the Local Government (Discretionary Payments) Regulations 1994.