

Date of issue: Wednesday, 17 January 2018

<b>MEETING</b>	<b>EMPLOYMENT &amp; APPEALS COMMITTEE</b> (Councillors Sarfraz (Chair), N Holledge, Bains, Bedi, Brooker, Qaseem, R Sandhu, Sharif and Swindlehurst)
<b>DATE AND TIME:</b>	THURSDAY, 25TH JANUARY, 2018 AT 6.30 PM
<b>VENUE:</b>	VENUS SUITE 3 & 4, ST MARTINS PLACE, 51 BATH ROAD, SLOUGH, BERKSHIRE, SL1 3UF
<b>DEMOCRATIC SERVICES OFFICER: (for all enquiries)</b>	NICHOLAS PONTONE 01753 875120

NOTICE OF MEETING

You are requested to attend the above Meeting at the time and date indicated to deal with the business set out in the following agenda.



**NEIL WILCOX**

Director of Finance & Resources

**AGENDA**

**PART 1**

<u>AGENDA ITEM</u>	<u>REPORT TITLE</u>	<u>PAGE</u>	<u>WARD</u>
	Apologies for absence.		
<b>CONSTITUTIONAL MATTERS</b>			
1.	Declarations of Interest	-	-

*All Members who believe they have a Disclosable Pecuniary or other Pecuniary or non pecuniary Interest in any matter to be considered at the meeting must declare that interest and, having regard to the circumstances described in Section 3 paragraphs 3.25 – 3.27 of the Councillors' Code of Conduct, leave the meeting while the matter is discussed, save for exercising any right to speak in accordance with Paragraph 3.28 of the Code.*



<u>AGENDA ITEM</u>	<u>REPORT TITLE</u>	<u>PAGE</u>	<u>WARD</u>
	<i>The Chair will ask Members to confirm that they do not have a declarable interest. All Members making a declaration will be required to complete a Declaration of Interests at Meetings form detailing the nature of their interest.</i>		
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<b>SERVICE IMPLEMENTATION ISSUES</b>			
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4.	Arrangements for the Dismissal of the Head of Paid Service, Monitoring Officer and Chief Finance Officer - Flow Chart of Procedure and Membership of Investigating and Disciplinary Committee, Appeals Committee and Independent Panel	11 - 14	All
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6.	Employment Policies and Procedures - Organisational Change Policy, Secondment Policy, Grievance Policy, Rehabilitation of Offenders Policy and Disclosure and Barring Service Policy	21 - 150	All
7.	Pay Policy Statement Update 2018/19	151 - 158	All
<b>MATTERS FOR INFORMATION</b>			
8.	Attendance Record	159 - 160	-
9.	Date of Next Meeting - 11th April 2018		

#### Press and Public

You are welcome to attend this meeting which is open to the press and public, as an observer. You will however be asked to leave before the Committee considers any items in the Part II agenda. Please contact the Democratic Services Officer shown above for further details.

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**Employment & Appeals Committee – Meeting held on Tuesday, 24th October, 2017.**

**Present:-** Councillors Sarfraz (Chair), N Holledge (Vice-Chair), Bains, Bedi, Brooker and Sharif (in part)

**Apologies for Absence:-** Councillors M Holledge and R Sandhu

**PART 1**

**14. Declarations of Interest**

No declarations were made.

**15. Minutes of the Meeting held on 20th June and 3rd August 2017**

**Resolved –** That the minutes of the meetings held on 20<sup>th</sup> June and 3<sup>rd</sup> August 2017 be approved as a correct record.

**16. Temporary Agency Staff - Progress on Implementation and Baseline Monitoring**

The Interim Chief Executive introduced a report that provided Members with an update on the Temporary Agency Staff contract with Matrix.

The Council had spent just over £2.56m on temporary agency staff in the period from April to September 2017, which was a significant reduction from £3.16m spent in the same period last year. The number of Matrix placements had reduced from the last report to 156 during the period, 56 of which were in the wellbeing directorate and 46 in education services. In line with the Council's strategy there had been an increase in the recruitment and retention of social workers and a range of other actions to reduce spend across the Council were proving to be successful.

In noting the report, Members generally welcomed the progress that was being made and the fact that Matrix was delivering against the key performance indicators set out in the contract. Concern was expressed about the fact that there were six placements in the wellbeing directorate lasting for more than two years. Further information was requested in the next report on the nature of these placements and the reasons why they had lasted for more than two years.

**Resolved –** That the report be noted.

**17. Arrangements for the dismissal of the Head of Paid Service, Monitoring Officer and Chief Finance Officer**

The Interim Monitoring Officer introduced a report that sought the Committee's approval of a proposed new Disciplinary Policy and Procedure for the Head of Paid Service, Section 151 Officer and Monitoring Officer.

## Employment & Appeals Committee - 24.10.17

The Council had agreed the new policy at its meeting on 18<sup>th</sup> May 2017 and had resolved that the procedure should be produced by the Monitoring Officer and approved by the Employment & Appeals Committee. The procedure set out the proposed process based on the model issued by the Joint Negotiating Committee (JNC) for Chief Executives of Local Authorities. The new procedure covered dismissals for misconduct, capability (performance or ill health other than permanent ill health) and some other substantial reason. It included the establishment of new bodies required, namely the Investigating and Disciplinary Committee, the Appeals Panel and the Independent Panel.

The Committee asked a number of questions about the reasons for introducing the new policy, the circumstances the new procedure would be used and how it would work in practice. The previous policy had been introduced to comply with new regulations which came into effect in 2015, but it had been produced before the model JNC procedure had been developed and a number of issues had come to light during the disciplinary process undertaken for the previous Chief Executive which needed to be addressed. The Interim Monitoring Officer explained in detail the scope of the policy, steps leading to suspension, arrangements for an independent investigation and the decision making process, including the role of councillors and the Independent Panel.

In response to a question, it was confirmed that any proposal for dismissal would ultimately be considered by full Council. Action short of dismissal would be a matter for the Investigating and Disciplinary Committee, which was a politically balanced group of five councillors including a member of the Cabinet but not the Leader of the Council. The Council would appoint Members to the committee and Appeals Panel and the Independent Panel, whose role was to review any proposal for dismissal, would be comprised of Independent Persons.

*(Councillor Sharif joined the meeting at 6.55pm)*

Members highlighted the importance of ensuring councillors participating at various stages of the process had received the appropriate training and it was confirmed that this would be provided. The issue of performance management was raised and it was confirmed that the current arrangements for conducting appraisals of the relevant officers would continue.

It was recognised that a robust process needed to be in place that complied with the relevant regulations and adopted best practice. Members also recognised that the process was complex and requested for an outline of the various required stages of the disciplinary procedure process to be set out on a flow chart for ease of reference and reported to the next meeting. At the conclusion of the discussion, the Disciplinary Policy and Procedure as set out at Appendix A to the report was approved.

## Employment & Appeals Committee - 24.10.17

### Resolved –

- (a) That the proposed new Disciplinary Policy and Procedure for the Head of Paid Service, Section 151 Officer and Monitoring Officer be approved.
- (b) That a flow chart be produced to set out the disciplinary procedure process outlining the various required stages for ease of reference and reported back to the next meeting.
- (c) That details regarding membership of the Investigating and Disciplinary Committee (IDC), the Appeals Panel and the Independent Panel be reported back to the next meeting.

## 18. Employment Policies and Procedures

The Committee considered a report which sought approval for the following three revised policies and procedures:

- Adoption, Surrogacy and Fostering;
- Shared Parental Leave and Pay; and
- Domestic Violence and Abuse.

The main changes to each of the policies were summarised and it was noted that the updated versions would ensure the Council was in line with current legislation; provide greater clarity to employees about their entitlements; and incorporate best practice tools and information to assist managers in implementing the policies. Consultation had taken place with the Trades Unions, Employee Engagement Forum and Disability Forum and the changes had been positively received.

Members discussed several issues including the policy relating to fostering and the need to ensure managers recognised their responsibilities and supported fosterers. The revised policy and procedure reflected the importance of the role of managers and included practical advice for them. It was agreed that the revised documents would help raise awareness and encourage a culture where staff who fostered were properly supported. The links between the domestic violence and abuse policy and the policies for staff relating to alcohol and drugs were raised. It was responded that a consistent approach was taken to encourage staff to raise issues and provide signposting to the most appropriate support.

At the conclusion of the discussion, the policies and procedures for adoption, surrogacy and fostering; shared parental leave and pay; and domestic violence and abuse were approved.

**Resolved –** That the Adoption, Surrogacy and Fostering, the Shared Parental leave and Pay and the Domestic Violence Abuse Policies and Procedures be approved.

## **Employment & Appeals Committee - 24.10.17**

### **19. Actions Speak Louder...Programme Update**

The Committee received an update on the 'Actions Speak Louder' mandatory training programme which had been developed to support the implementation of the new corporate values introduced in April 2017.

The training was part of the values, behaviours and diversity programme for all employees to embed the corporate values, drive positive cultural behaviour and change and promote improved working relationships and practices. A separate session for Members of the Council had been arranged for 9<sup>th</sup> November and all councillors were strongly encouraged to attend. The Garnett Foundation had been commissioned to co-design and deliver a bespoke, drama based session which was intended to be more engaging than traditional methods. At the conclusion of the discussion, the report was noted.

**Resolved –** That the update on the Actions Speak Louder training programme be noted and that Members be encouraged to attend the training on 9<sup>th</sup> November 2017.

### **20. Smart Working Policy and Procedure - Ratification of Amendments**

A report was considered that sought ratification for an amendment to the definition of the types of smart workers as outlined in the Smart Working Policy and Procedure approved by the Committee at its meeting on 20<sup>th</sup> June 2017.

The proposed amendment was to change the definitions of work styles from three approved in June 2017 (home worker, location independent worker and office based worker) to four styles (home worker, mobile worker, smart worker and fixed location worker). These definitions had been subject of internal discussion within the Council as the policy had been developed. However, after giving further consideration to feedback since the Committee had approved the policy it was recommended that the four styles be adopted to improve clarity and consistency with the terminology in the policy. A decision tree had also been developed and trialled with staff to support them in identifying which of the four work styles was appropriate to them.

The use of four profiles would have particular benefits to the data gathering requirements to support the implementation of the Accommodation and Hub Strategy and ensure staff had the correct IT kit to enable them to work smartly. The rest of the policy remained unchanged. Members had been sent the revised wording previously for comment and no alterations had been proposed. The Committee was therefore requested to ratify the agreed amended definitions.

**Resolved –** That the amendment to the definition of the types of smart workers as outlined in the Smart Working Policy and Procedure be approved.

## **Employment & Appeals Committee - 24.10.17**

### **21. Members' Attendance Record**

**Resolved** – That the Members' Attendance Record be noted.

### **22. Date of Next Meeting - 25th January 2018**

The date of the next meeting was confirmed as 25<sup>th</sup> January 2018.

### **23. Exclusion of the Press and Public**

**Resolved** – That the Press and Public be excluded from the meeting during consideration of the item in Part 2 of the Agenda, as it involved the likely disclosure of exempt information relating to individuals as defined in Paragraph 1 of Part 1 of Schedule 12A of the Local Government Act 1972 (amended).

The following matter was considered in Part II of the agenda:

### **24. Part II Minutes of the Meeting held on 20th June 2017**

**Resolved** – That the Part II minutes of the meeting held on 20<sup>th</sup> June 2017 be approved as a correct record.

Chair

(Note: The Meeting opened at 6.30 pm and closed at 7.28 pm)

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**SLOUGH BOROUGH COUNCIL****REPORT TO:** Employment & Appeals Committee     **DATE:** 25<sup>th</sup> January 2018

**CONTACT OFFICER:** Catherine Meek (Head of Democratic Services)  
**(For all Enquiries)** (01753) 875011  
 Surjit Nagra (HR Business Partner)  
 (01753) 875727

**WARD(S):** All**PART I**  
**FOR DECISION****MEMBERSHIP OF APPOINTMENTS SUB-COMMITTEE – APPOINTMENT OF CHIEF EXECUTIVE**1. **Purpose of Report**

To advise the Committee of a recommendation from the Council with regard to the membership of the Appointments Sub Committee. This report seeks agreement to the establishment and membership of the Appointments Sub Committee and the appointment of Members to serve on it.

2. **Recommendations**

The Committee is requested to resolve:-

- a) That the Appointments Sub-Committee be increased from 5 members to 8 members to undertake the recruitment of the Chief Executive and Head of the Paid Service.
- b) That the terms of reference of the Sub Committee be as set out in Paragraph 5.8.
- c) That the requirement for political proportionality, as set out in the Local Government and Housing Act 1989, be waived with regard to the appointment of the Sub Committee and that seats be allocated on the Sub-Committee as set out in paragraph 5.6.
- d) That Members be appointed to serve on the Sub-Committee in accordance with the wishes expressed by Political Groups in respect of seats allocated to them.

3. **The Slough Joint Wellbeing Strategy, the JSNA and the Five Year Plan**

There are no implications for the Slough Joint Wellbeing Strategy, the JSNA and the Five Year Plan as this report is administrative in nature.

4. **Other Implications**

- (a) Financial

There are no financial implications of the proposed action.

(b) Human Rights Act and other Legal Implications

The recommendations meet the requirements of political proportionality as set out in the Local Government and Housing Act 1989 and associated Regulations if no member votes against. The Appointments Sub-Committee must include at least one Executive Member.

**5 Supporting Information**

**Background**

- 5.1 At its meeting on 3<sup>rd</sup> August 2017, in accordance with the Constitution, the Committee appointed an Appointments Sub Committee for 2017/18 to undertake the appointment to the vacant post of Chief Executive. The Sub Committee comprised five members appointed in accordance with the political proportionality of the Council and the Committee was advised that it had previously comprised (subject to availability) the Leaders of the political groups, or their nominees and, where possible, but not as a requirement members serving on the Employment and Appeals Committee.
- 5.2 Councillors Munawar, Sharif, Strutton, N Holledge and Sarfraz were appointed to the Sub Committee. All five members were appointed as voting members of the sub committee and received appropriate training in recruitment and selection activities.

**Appointment of Chief Executive**

- 5.3 The post of Chief Executive remains vacant and, at an Extraordinary meeting of the Council on 19<sup>th</sup> December 2017, the Council agreed the following recommendation to the Employment and Appeals Committee with regard to the membership of the Appointments Sub-Committee for the purposes of this appointment:

‘In recognition of significance of the position of the Chief Executive to the effective running of this Council, and in order to ensure that the appointment process of this position is inclusive of all political groups, the Employment and Appeals Committee appoint a Sub Committee comprising eight members to include the Leaders and Deputy Leaders of the Conservative and Labour Groups (or their nominees), Councillor Coad and the Chair of the Employment and Appeals Committee and two further Labour members. Where possible, but not as a requirement, these nominations should be drawn from members serving on the Employment and Appeals Committee. All members to be appointed as voting members and have received the appropriate training’.

- 5.4 The Appointments Sub Committee will be supported by the Service Lead (People) or their nominated officer and, where appropriate, external adviser/s.

- 5.5 The Council must approve the appointment of the Chief Executive and Head of the Paid Service before an offer of appointment is made.
- 5.6 A Sub Committee comprising eight members would lead to statutory proportionality entitlements of 6 Labour and 2 Conservative members. If the Committee were to agree to the Council's proposal the Sub Committee will not be proportionate (Proposal is for 5 Labour, 2 Conservative and 1 UKIP member) and this can only be achieved with no member voting against the proposal.
- 5.7 Nominations will be sought from Political Groups and will be reported to the meeting.

**5.8 Terms of Reference**

In accordance with the Officer Employment Procedure Rules to carry out the process for appointment and recommend to the Council the appointment of the Head of the Paid Service and Chief Executive, subject where appropriate to there being no well-founded objection by any member of the Executive.

**Recruitment Process and Timelines**

- 5.9 The recruitment process and timelines will be compiled once the independent review of the previous Chief Executive recruitment and selection process is completed. Currently, this is scheduled to be concluded by the end of January.

**6 Background Papers**

None.

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**SLOUGH BOROUGH COUNCIL****REPORT TO:** Employment & Appeals Committee **DATE:** 25 January 2018**CONTACT OFFICER:** Surjit Nagra, Service Lead, People  
Catherine Meek, Head of Democratic Services  
**(For all Enquiries)** (01753) 875727/875011**WARD(S):** All**PART I**  
**FOR INFORMATION****ARRANGEMENTS FOR THE DISMISSAL OF THE HEAD OF PAID SERVICE,  
MONITORING OFFICER AND CHIEF FINANCE OFFICER – FLOW CHART OF  
PROCEDURE AND MEMBERSHIP OF INVESTIGATING AND DISCIPLINARY  
COMMITTEE, APPEALS COMMITTEE AND INDEPENDENT PANEL****1. Purpose of Report**

- To provide the Committee with a flow chart evidencing the new procedure for the dismissal of the Head of Paid Service, the Monitoring Officer and the Chief Finance Officer.
- To advise the Committee of the appointment and membership of the Investigating and Disciplinary Committee (IDC), the Appeals Committee (AC) and Independent Panel (IP).

**2. Recommendation(s)/Proposed Action**

The Committee is requested to note flowchart attached at Appendix 1 and the appointment of the Investigating and Disciplinary Committee, Appeals Committee and Independent Panel as set out in the report.

**3. Supporting Information**

- 3.1 The Local Authorities (Standing Orders) (England) (Amendment) Regulations 2015 amended the Local Authorities (Standing (Orders) (England) Regulations 2001 by changing the statutory process for dismissing the Head of Paid Service, the Monitoring Officer and the Chief Finance Officer (“the relevant officers”).
- 3.2 Previously no disciplinary action could be taken against a relevant officer other than in accordance with a recommendation in a report made by a Designated Independent Person (DIP). The 2015 Regulations abolished the role of the DIP and outlined a new process to be followed and to be incorporated into Council constitutions at the first Council meeting following the 2015 annual Council meeting.
- 3.3 The new process was approved by the Council on 18<sup>th</sup> May 2017. At its meeting on 24<sup>th</sup> October 2017 the Employment and Appeals Committee felt that it would be useful if the new procedure was set out in a flowchart and requested information on the appointment of the IDC, AC and IP.

## **Flowchart**

- 3.4 The flowchart is attached at Appendix 1. It is based on the JNC Procedure but is adapted slightly to reflect the Council's processes.

## **Statutory Officers - Appointment of Panels/Committees**

### **Investigating and Disciplinary Committee (IDC)**

- 3.5 The IDC to deal with disciplinary matters relating to the relevant officers was appointed by the Council at its meeting on 18<sup>th</sup> May 2017. The Committee comprises five elected members and

- Must be Politically balanced (4 Labour, 1 Conservative).
- Have only one member of the Executive appointed to it – not Leader, HR or Finance lead
- Members must be different from the Appeals Committee.

- 3.6 Members will be appointed to the Committee by the Council on 30<sup>th</sup> January 2018.

### **Appeals Committee (AC)**

- 3.7 The AC which deals with disciplinary matters short of dismissal relating to the relevant officers was appointed by the Council at its meeting on 18<sup>th</sup> May 2017. The Committee comprises five elected members and

- Must be Politically balanced (4 Labour, 1 Conservative).
- Have only one member of the Executive appointed to it – not Leader, HR or Finance Lead
- Members must be different from the Investigating and Disciplinary Committee.

- 3.8 Members will be appointed to the Committee by the Council on 30<sup>th</sup> January 2018.

### **Independent Panel (IP)**

- 3.9 In accordance with the decision of the Council, that the Independent Persons appointed to the Statutory Officers' Disciplinary panel in 2016 be invited to be appointed to the IP, the Panel has been appointed by the Monitoring Officer and comprises 3 Independent Persons appointed under S28(7) of the Localism Act 2011. Appointments are Louis Lee, David Comben and Murray Litvak. The Panel is appointed to advise Council in the event of a recommendation from the IDC to dismiss a relevant Officer.

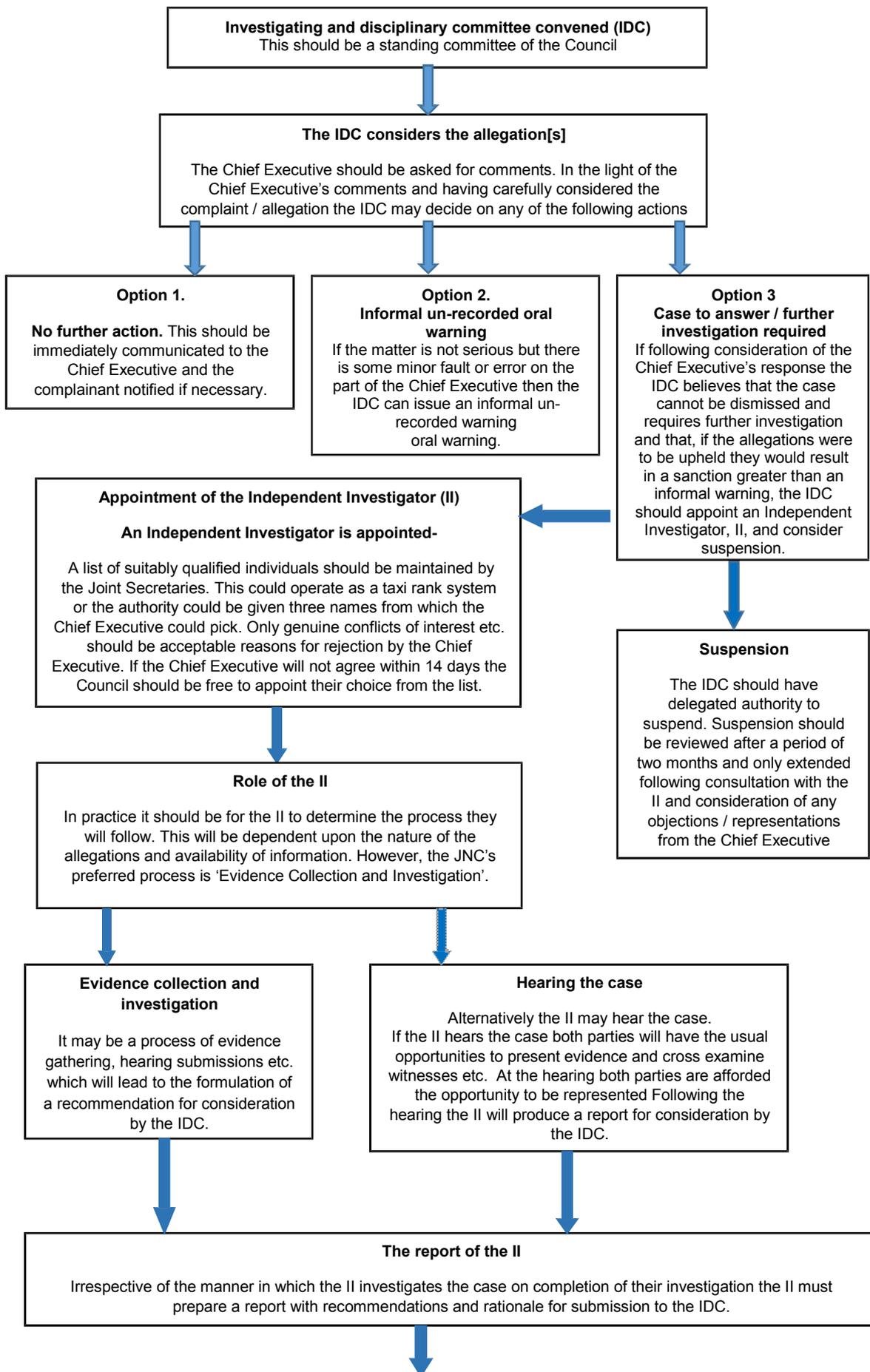
## **4. Appendices Attached**

Appendix 1 – Procedure flowchart

## **5. Background Papers**

JNC Model Disciplinary Procedure and Guidance

## Disciplinary Procedure for Local Authority Chief Executives



**Consideration and Decision of the IDC**

If the II has held a full hearing the IDC will limit their hearing to a consideration of the II's report. They may decide to call witnesses for clarification. The Chief Executive and II should attend this meeting and both parties afforded the opportunity to summarise their case. The hearing should be conducted in accordance with the ACAS code of practice.

If the II did not hear the case then the IDC should now afford the Chief Executive the opportunity for a hearing to allow the postholder to challenge the recommendations of the II, call witnesses etc. The same rule regarding costs of representation would apply in this context

**Recommendations of the IDC**

Following either consideration of the report of the II or a full hearing of the case the IDC will essentially have three options

1. No case to answer
2. Disciplinary action short of dismissal
3. Dismissal

**No case to answer** Appropriate communication should be prepared in agreement with the Chief Executive to ensure that as far as possible there is no damage to the postholder's reputation.

**Action short of dismissal**

A decision to take action short of dismissal should be communicated in writing to the Chf Exec with rationale for the decision. The Chf Exec has the right of appeal to the appeals committee against this decision

**Recommendation to dismiss**

If there is a recommendation to dismiss, the reports of the IDC and the II should then be sent to Independent Panel (IP) for its consideration. The Chief Executive may make written representations to the IP

**Composition, role and process of the IP**

The IP should be a committee of the Council, appointed under section 102(4) of the Local Government Act 1972, and should comprise only independent persons (at least two) appointed under S28(7) of the Localism Act 2011. Appropriate training should be provided to these Independent members. Both parties should be present or represented\* at the meeting. The IP should receive any oral representations from the Chief Executive, in which case it should invite any response on behalf of the IDC to the points made, and may ask questions of either party. The IP should review the decision and prepare a report for Council. This report should contain clear rationale if they disagree with the recommendation to dismiss.

\* the IDC should nominate a person to attend on its behalf

**Report to full Council**

Following consideration by the IP a report should be presented to Council. This report should comprise the recommendation of the IDC, the II's report and any comments on the recommendation for dismissal from the IP. In the light of this information Council should consider the recommendation to dismiss. The Chief Executive should be provided with a right of appeal against the decision and allowed to attend this meeting and address Council. The II may also be invited to attend to provide clarification if required. Following this consideration Council should either confirm or reject the recommendation to dismiss. It may at this stage impose a lesser sanction. This stage in the process constitutes the Chief Executive's final right of appeal.

**SLOUGH BOROUGH COUNCIL****REPORT TO:** Employment & Appeals Committee **DATE:** 25<sup>th</sup> January 2018**CONTACT OFFICER:** Neil Wilcox, Director Finance and Resources  
**AUTHORS:** Claire Portsmouth**(For all enquiries)** (01753) 875472**WARD(S):** All**PART I**  
**FOR INFORMATION****TEMPORARY AGENCY STAFF PROGRESS ON IMPLEMENTATION AND BASELINE MONITORING****1 Purpose of Report**

This report is to provide members with an update on the Temporary Agency Staff contract with Matrix.

**2 Recommendation(s)/Proposed Action**

The Committee is requested to resolve:

- (a) That the report be noted.
- (b) Members consider any additional information they would like to see in future reports.

**3 Slough Joint Wellbeing Strategy, the JSNA and the Five Year Plan****3a. Slough Joint Wellbeing Strategy Priorities**

The JSNA priorities of particular relevance are:

- The Managed Service Provider will open opportunities for the local economy and SME organisation to provide temporary agency staff to the Council.
- Working with local Job Centres and other organisation to assist job seekers in finding employment and therefore increase skills and employment opportunities.
- Enables the Council to flexibility manage its workforce and meet the need to deliver front line services to residents, particularly within Health & Wellbeing.
- Delivering cashable and efficiency savings across the council.

**3b. Five Year Plan Outcomes**

The proposals within this report meet the Five Year Plan objectives as follows:

1. Improve customer experience by improving service delivery from the provider.
2. Deliver high quality services to meet local needs by ensuring access to a diverse work force through broadening access to higher quality resource (e.g. Occupational Therapists / Physiotherapists / Qualified Social Workers).

3. Develop new ways of working by introducing a new, end to end automated system for the ordering, tracking, monitoring and analysis of temporary agency staff.
4. Deliver local and national change by increasing opportunities for local and SME agencies to work with SBC.
5. Achieve value for money by ensuring significantly improved service delivery and guaranteed cashable savings.

#### 4 **Other Implications**

##### (a) Financial

The Council has spent just over from October to December 2017 £1,441,824 and £4,145,731 since April 2017.

A breakdown of spend by Directorate against comparison year periods is below (2017 is financial year to date):

<b>Level 1</b>	<b>Net Spend 2015</b>	<b>Net Spend 2016</b>	<b>Net Spend 2017</b>
Chief Executive	£179,005	£154,195	£189,082
Customer And Community Services	£405,706	£713,145	£719,638
Education	-	-	£35,341
Regeneration, Housing and Resources	£1,412,346	£1,705,152	£1,578,284
Wellbeing	£2,433,859	£2,368,316	£1,623,386
<b>Total</b>	<b>£4,443,459</b>	<b>£4,940,809</b>	<b>£4,145,731</b>

##### (b) Risk Management

<b>Risk</b>	<b>Mitigating action</b>	<b>Opportunities</b>
Employment Issues	Service areas unable to source requirements via supply chain on Matrix. Hard to recruit roles identified and processes in place to source these posts. Current market forces in relation to Social Workers are influencing this risk	Review current staff development programmes and look to invest in development of our current workforce to “grow our own talent” for the difficult to source roles.
Employment Issues	Unable to recruit on agreed pay scales in Matrix. Pay scales are aligned to council job levels and Spinal column points. Assistant Director and or HR approval required to alter pay scales	
Financial	Failure to maximise savings by increasing pre-agreed pay scales within Matrix. Assistant Director and or HR approval required to alter pay scales for specialist roles influenced by market forces e.g. social workers	
Human Rights	None	None
Health and Safety	None	

Equalities Issues	Agency Worker Directive ensures pay parity between full time permanent employees and temporary agency staff.	None
Financial	None	<ul style="list-style-type: none"> <li>• Guaranteed minimum savings of 3% on existing spend (with further opportunities to increase this)</li> <li>• Guaranteed maximum pence-per-hour agency fees</li> <li>• Pay parity between full time permanent employees and temporary staff workers in-line with Agency Worker Directive</li> <li>• Potential discount for workers that have been in post for longer periods of time (although the aim is to challenge the need for worker longer term posts and reduce the need)</li> <li>• Gainshare mechanism – whereby savings achieved over and above the guaranteed minimum will be shared between SBC (90%) and the supplier (10%)</li> <li>• Mechanism for supplier to credit SBC for failure to deliver agreed service levels</li> </ul>
Other	None	None

(c) Human Rights Act and Other Legal Implications - There are no Human Rights Act Implications.

(d) Equalities Impact Assessment - An Equalities Impact Assessment has been undertaken and was attached to previous reports.

(e) Workforce - There are no implications for permanent staff.

## 5 Supporting Information

5.1 The data and charts below relate to the period to end December 2017.

5.2 The number of Matrix placements stands at 179 up on the last report, 71 in the Wellbeing Directorate, up since the last reported figure (+12). The table in fig1 later in the report gives a breakdown by directorate. This table also includes the length of service and the FTE (full time equivalent) attributed to each placement. Whilst FTE is included within this report and charts, the FTE is calculated based on the number of hours submitted for the reporting month. This is therefore only submitted as a guide to the FTE of agency staff.

NOTE: FTE has not been included in this report. As explained above, FTE is taken from agency staff timesheets. SBC operates a no agency staff policy during the festive period which was between 15<sup>th</sup> December and 8<sup>th</sup> January (unless essential operational staff), therefore the FTE will not reflect correctly and so has not been included. FTE will appear in the next report.

5.3 Directorate names and staff have yet to be aligned to the new structure. Work to align the agency system with the new SBC structure will commence soon.

5.4 Matrix continue to adhere to the KPI targets set in the contract. These relate to the fulfilment of posts, the number of rejected candidates and helpdesk assistance. These rates are monitored through business reviews.

Staffing Scorecard – as at 31/12/2017

Level 1	Duration	Number of Staff Placements	FTE
<b>Chief Executive</b>	0-3 months	0	0.0
	3-6 months	0	0.0
	6-9 months	0	0.0
	9-12 months	0	0.0
	1 – 2 Years	1	0.0
	Over 2 Years	3	0.0
<b>Chief Executive Total</b>		<b>4</b>	
<b>Customer And Community Services</b>	0-3 months	3	0.0
	3-6 months	5	0.0
	6-9 months	2	0.0
	9-12 months	1	0.0
	1 – 2 Years	2	0.0
	Over 2 Years	2	0.0
<b>Customer And Community Services Total</b>		<b>15</b>	
<b>Education Services</b>	0-3 months	0	0.0
	3-6 months	0	0.0
	6-9 months	46	0.0
	9-12 months	0	0.0
	1 – 2 Years	0	0.0
	Over 2 Years	0	0.0
<b>Education Services Total</b>		<b>46</b>	
<b>Regeneration, Housing and Resources</b>	0-3 months	16	0.0
	3-6 months	9	0.0
	6-9 months	2	0.0
	9-12 months	6	0.0
	1 – 2 Years	8	0.0
	Over 2 Years	2	0.0
<b>Regeneration, Housing and Resources Total</b>		<b>43</b>	
<b>Wellbeing</b>	0-3 months	15	0.0
	3-6 months	14	0.0
	6-9 months	12	0.0
	9-12 months	6	0.0
	1 - 2 Years	12	0.0
	Over 2 Years	12	0.0
<b>Wellbeing Total</b>		<b>71</b>	
<b>Grand Total</b>		<b>179</b>	<b>0.00</b>

Fig 1

5.5 The table below (fig2) shows a breakdown of the number and title of active temporary staff placements by job category.

Job Category	Chief Executive	Customer And Community Services	Education Services	Regeneration, Housing and Resources	Wellbeing	Grand Total
Admin & Clerical	-	3	-	7	10	20
Driving	-	-	-	-	2	2
Engineering & Surveying	-	1	-	1	-	2
Executive	1	3	-	11	4	19
Facilities & Environmental Services	-	2	-	-	-	2
Financial	-	-	-	2	-	2
Housing, Benefits & Planning	-	2	-	19	-	21
Human Resources	-	-	-	1	-	1
IT	1	-	-	-	-	1
Legal	1	-	-	1	-	2
Management	-	1	-	1	2	4
Manual Labour	-	-	-	-	-	0
Social & Healthcare Non-Qualified	-	3	-	-	27	30
Social & Healthcare Qualified	-	-	-	-	26	26
<b>Total</b>	<b>3</b>	<b>15</b>	<b>46</b>	<b>43</b>	<b>71</b>	<b>178</b>

Fig 2

5.6 Work is due to start in March 2018 to assess and produce an options appraisal for the agency staff contract for the future. In conjunction with the councils programme for reducing agency staff, there are a number of possible options to assist the council in achieving its targets and costs. The current contract comes up for renewal or re-procurement in January 2019. Committee will be updated on progress through this report on a regular basis.

5.7 Agency staff working in the new DSO will start to appear in the report and therefore an increase in agency spend and staffing is to be expected.

## **6 Conclusion**

6.1 The matrix contract has been successful in improving governance around departmental engagement of agency staff and has substantially reduced maverick spend due to non compliance to corporate policies. We will continue to monitor and challenge spend that is outside of the Matrix system to ensure appointments and process are in line with the council's constitution.

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**SLOUGH BOROUGH COUNCIL**

**REPORT TO:** Employment & Appeals Committee      **DATE:** 25 January 2018

**CONTACT OFFICER:** Surjit Nagra, OD/HR Lead

**AUTHOR:** Michelle Higgs, HR Policy Manager  
For all enquiries (01753 875788 ext. 5788)

**WARD(S):** All

**PART I**  
**FOR APPROVAL**

**EMPLOYMENT POLICIES AND PROCEDURES – ORGANISATIONAL CHANGE POLICY, SECONDMENT POLICY, GRIEVANCE POLICY, REHABILITATION OF OFFENDERS POLICY AND DISCLOSURE AND BARRING SERVICE POLICY**

**1. Purpose of Report**

1.1 This report seeks approval from the Employment and Appeals Committee to the following new and updated HR Policies and Procedures:

1. a new Organisational Change Policy
2. a new Secondment Policy – (which includes Acting Up arrangements)
3. revisions to the Grievance Policy and Procedure
4. update to the Rehabilitation of Offenders Policy, Disclosure and Barring Service Policy and SBC Application Forms to reflect the amendments to the Rehabilitation of Offenders Act 1974 Exceptions Order 1975 (2013)

**2. Recommendation(s)/Proposed Action**

2.1 The Committee is requested to approve the new and revised policies and procedures outlined in this report.

**3. Supporting Information**

3.1 The People Service has a programme of work relating to undertaking reviews of all employment policies and procedures. This programme of work is to ensure the policies and procedures:

- comply with employment legislation and any changes in statutory provisions
- reflect the council’s strategic aims
- continue to reflect best practice
- are user friendly for both managers and employees
- work together cohesively
- incorporates any lessons learnt from casework.

- 3.2 The opportunity is taken to refresh these policies to ensure they reflect our new employment branding and incorporate guidance and toolkits (containing standard letters) to enable managers to manage the process.
- 3.3 A summary of the main changes for each policy is outlined below.

### **Supporting Information**

## **4. Organisational Change Policy**

- 4.1 Currently the council does not have a “single” policy that brings together all the information and guidance for successfully managing organisational change into one place. This Policy has been created to address this gap, and contains a set of appendices (in the form of a toolkit with model letter templates). It aims to provide clear guidance in respect of the processes and procedures that should be followed by Managers when undertaking a change programme involving staff. It also complies with legal requirements and has taken into account feedback from managers, trade unions and employees who have gone through a change programme.
- 4.2 This policy is developed in recognition that organisational change is essential to maintaining high quality services and ensuring staff engagement supports the change process. However, if the process is not handled well uncertainty which can sometimes result from organisational change can damage the morale and motivation of staff. Therefore this could have negative consequences for service delivery.
- 4.3 This policy aims to ensure that organisational change is conducted through fair and consistent procedures that put communication with staff at its heart, ensuring staffs concerns are listened to and addressed through consultation with trade union representatives.

The revised policy and procedure with Appendices A-J is appended as Appendix 1.

## **5. Secondment Policy and Procedure (incorporating Acting Up)**

- 5.1 The Secondment Policy and Procedure has been updated and incorporates a section on how to manage Acting Up arrangements that had previously been set out in a separate “Acting Up” policy. To meet our legal obligations on equal pay and our commitment to consistency and fairness, along with the need to attract and retain high calibre employees, in some specific circumstances an additional payment or increase in salary might be appropriate and necessary for short term or fixed term undertaking of more senior responsibilities on a higher graded role.
- 5.2 The new policy provides;
- More clarity around the process and the responsibilities of the seconding manager and the secondee
  - Clarity in respect of “Acting up”, honorariums and the appropriate pay arrangements

The revised policy and procedure is appended as Appendix 2.

## **6. Grievance Policy and Procedure**

- 6.1 The purpose of this policy is to provide a means for individual employees or groups of employees to raise concerns on such areas as their terms and conditions of employment, new working practices, equal opportunities, and relationships at work and have them dealt with fairly and objectively.
- 6.2 The revisions to this policy include lessons learnt from recent casework. The revised policy provides;
- emphasis on resolving concerns / disputes at the earliest opportunity through mediation, wherever possible
  - revised time limit for employees to raise a grievance from no limit to 6 months
  - detailed advice and guidance in respect of the role of an Investigating Officer and how to conduct an investigation
  - clear timeframes for managing the grievance procedure through from start to conclusion

The revised policy and procedure is appended as Appendix 3.

## **7. Rehabilitation of Offenders**

- 7.1 The Rehabilitation of Offenders Policy, Disclosure and Barring Service Policy and SBC Application Forms have been updated to include information below to reflect legislation and as advised by the Ministry of Justice;

“Once a conviction is ‘spent’, the convicted person does not have to reveal it or admit its existence in most circumstances. However, there are some exceptions relating to employment and these are listed in the Exceptions order to the ROA.

In respect of working with children or other vulnerable groups, the following applies;

- Employers will no longer be able to take an individual’s old and minor cautions and convictions into account when making decisions
- all cautions and convictions for specified serious violent and sexual offences, and other specified offences of relevance for posts concerned with safeguarding children and vulnerable adults, will remain subject to disclosure. In addition, all convictions resulting in a custodial sentence, whether or not suspended, will remain subject to disclosure, as will all convictions where an individual has more than one conviction recorded
- applicants can access the guidance and criteria which explains the filtering of old and minor cautions and convictions which are now ‘protected’ so not subject to disclosure to employers by using the following link; filtering of old and minor cautions and convictions”.

## **8. Consultation**

Consultation has taken place with the Trades Unions and Employee Engagement Forum. Members of the Corporate Consultation Forum have been consulted. In

addition, feedback was sought from SLT and CMT. Consultation workshops were held with Managers in respect of the development of the Organisational Change Policy and Toolkit.

## **9. Implementation Process**

The implementation process will include various methods of communication including;

- Newsround
- Grapevine staff newsletter
- E mail to all line managers
- HRBP's to provide update at Senior Management Team Meetings

## **10. Background Papers**

None

## **11. Appendices**

Appendix 1 – Organisational Change Policy and Toolkit (Appendices A-J)

Appendix 2 – Secondment Policy

Appendix 3 – Grievance Policy



<b>Policy Schedule</b>		
Policy owner and lead	OD/HR: HR Policy Manager	
Consultation	Trade Unions	Nov 2017
	EEF/SLT	Nov 2017
	CCF	Dec 2017
	CMT	Jan 2018
Approving body	Employment & Appeals Committee	
Date of approval		
Date of implementation		
Version number	Version 6 (Jan 2018)	
Related documents	Recruitment and Selection Policy and Procedure Job Evaluation Scheme Redeployment Policy	
Review interval	3 yearly (January 2020)	

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## **Toolkit Appendices**

### **Procedures:**

- A Redundancy procedure (including appeal procedure)
- B Redeployment procedure (including pay protection arrangements)
- C Job matching procedure.

### **Guidance and FAQs:**

- D Guidance on consulting with employees absent from the workplace
- E Supporting employees during organisational change
- F TUPE guidance
- G Organisational Change and Redundancy Checklist with flowchart
- H Individual consultation meeting guidance
- I Local Government Modification Order

### **Forms and Templates:**

- J Approval for business case for organisational change
- K Equality impact assessment template
- L Job matching decision matrix
- M Expression of interest form
- N S188 letter for trade unions (in event of 20 or more proposed redundancies)
- O Letter advising of change proposals and invitation to group consultation meeting
- P Letter for absent employees informing of consultation programme
- Q Letter confirming employee is at risk of redundancy
- R Estimated redundancy payment entitlement form
- S LGPS request for pension benefits form
- T LGPS leaving form
- U Letter providing notice of redundancy to employee
- V Confirmation of redundancy letter
- W Early Retirement/Voluntary redundancy acceptance confirmation
- X Early Retirement/Voluntary redundancy not accepted confirmation
- Y Redundancy calculation matrix
- Z Redeployment skills profile form

## **1. Introduction**

- 1.1 Slough Borough Council recognises that we have a duty to deliver services in the most cost effective way possible and the need to remain responsive and flexible in the way services are organised. Where this results in a need to make changes to our organisational structures, working practices and staffing demands, we will do so in a way that is fair, consistent and transparent. We will also communicate with our employees and other key stakeholders in a meaningful, open and honest way.
- 1.2 The purpose of this policy and the supporting toolkit is to explain the principles of effective organisational change and provide tools and guidance to ensure change is undertaken and embedded successfully. Managed effectively organisational change will:
- follow a fair process;
  - minimise any anxiety experienced by those affected by the changes
  - include meaningful consultation with the appropriate employees, trade unions and other relevant stakeholders;
  - communicate a clear timescale for the organisational change programme and ensure that the process is clear and understood by all relevant parties;
  - actively encourage employee engagement;
  - be consistent and maintain transparency.
- 1.3 The term 'organisational change' encompasses a wide range of circumstances including changes to individual positions, reorganising a service's staffing structure, reductions in staffing numbers and the closure or merger of services. Organisational change can range from a significant review of the way a service is delivered to something simpler such a review of how a specific piece of work is handled.

## **2. Scope**

- 2.1 This policy and the supporting toolkit documentation (unless otherwise stated) apply to all permanent employees of the Council excluding:
- 'as and when' or sessional employees where there is no mutuality of obligation to provide/accept work by either party
  - employees on a fixed term contract where the reason for their employment ending is the expiry of their contract
  - external agency workers or those working on a self employed basis.

- 2.2 This toolkit and associated procedures do not apply to those employed in schools for which the Governing Body would be responsible. This policy with appropriate amendments may be adopted by Governing Bodies who will be required to make adequate and satisfactory arrangements of their own.
- 2.3 Where a service area is transferred to or from another employer, Transfer of Undertakings (TUPE) regulations will likely apply. Managers should contact their OD/HR Business Partner at the earliest opportunity for further advice and refer to the TUPE Guidance in Appendix F.

### **3. Planning for organisational change**

- 3.1 When considering an organisational change, a methodical approach should be taken to reviewing the service requirements and to planning for the organisational change programme. As a minimum, managers should ensure they have clarity on the purpose, scope and impact of any organisational change programme and be clear about how they will measure success. Managers are advised to engage with their employees as soon as possible to involve them in the process and seek views to inform their proposals. The time required to progress proposed changes should not be underestimated. It is expected that all job descriptions for the existing structure will be up to date before embarking on a change programme. Managers should ensure they allow adequate time and resource to implement changes and factor this in to any proposed implementation dates. They are advised to consult with OD/HR in this respect. Key elements to consider as part of the planning exercise are highlighted below.

#### **Purpose:**

- 3.2 Key questions to ask yourself as the Manager leading the change include:
- What are you hoping to achieve by the proposed changes?
  - Is this the right approach?
  - Have other options been considered, what were they and what was the outcome?
  - How does this fit with strategic direction of the service area and the Council?
- 3.3 Changes in staffing structures alone will not resolve issues of poor performance or other employment disputes and organisational change programmes should not be used as an alternative to managing such situations. Performance management and employment disputes should be managed in accordance with the appropriate policies and further advice and support is available from the OD/HR service.
- 3.4 Who would be affected by the proposed changes, directly or indirectly?

- 3.5 How will the impact of a period of uncertainty on our customers and communities be minimised?
- 3.6 How can we ensure employees and others affected have the opportunity to inform and be involved in the organisational change programme? Should other areas and external parties such as clients and partners be involved?
- 3.7 How and when will you consult meaningfully with the recognised trade unions?

**Impact:**

3.8 Key questions to ask yourself include:

- What are the resource (staffing and financial) implications of the proposed changes?
- What are the actual costs and savings that would be achieved? Include the costs of any increased salary levels, changes to establishment, redundancy, pay protection and pension strain costs.
- What might the impact be on the service area and employees during the organisational change programme? For example, in a downsizing situation how can you help to keep employees motivated and engaged and continue to deliver the services required?
- How will you ensure that employees (including those on long term sick leave, on secondment or on family leave) are kept informed.
- How will you ensure that the relevant trade unions are communicated with in a timely, open and meaningful way?
- How else might you minimise any period of uncertainty for employees and the potential impact on productivity and service delivery? What support could be provided? For example, Employee Assistance.
- Are any employees in a situation where their actions could actually harm the service, for example those with access to commercially sensitive or highly confidential information, and if so are any contingency arrangements needed?
- What will be the medium and longer term effects of the organisational change programme on the ability to recruit and retain high quality employees?

**Strategies to avoid compulsory redundancies:**

3.9 In a downsizing situation managers should consider in advance which strategies could be used to avoid any compulsory redundancies. These could include:

- reducing the use of agency workers;

- natural wastage (e.g. not replacing an employee after they leave);
- offering employees the opportunity to apply for a reduction in working hours;
- redeployment of employees within the service area from posts 'at risk' of redundancy to more critical positions with the help of retraining;
- voluntary redundancy and early retirement programmes;
- a temporary recruitment freeze.

### **Monitoring Success:**

#### 3.10 Key questions to ask yourself:

- When and how will you monitor success?
- Has it delivered the savings/improvements sought?
- What indicators will be used to determine whether the organisational change programme has been successful?
- What data will you use to review these indicators?
- How will you manage any adjustments that might be necessary?
- How might you involve employees as part of monitoring success?

3.11 How effectively organisational change is managed sends a strong message about managerial style and organisational effectiveness. Undertaken badly, organisational change can have a long term and negative impact on employee engagement. By proactively engaging and supporting employees in times of change, we can demonstrate that we value our staff.

### **Change Implementation Team:**

3.12 It is advisable to form a change implementation team at the earliest opportunity in order to drive the review, provide a range of experience and give professional advice and assistance throughout the organisational change programme. This can be particularly helpful for more complex and larger scale change programmes. The implementation team should consist of the appropriate manager/s and include representatives from OD/HR and Finance.

### **Authorisation:**

- 3.13 Before proceeding with any organisation change it is essential to establish and obtain the appropriate authorisation. This will ensure that any organisational change programme will support the Council's strategic aims. Please see Appendix G Organisational Change and Redundancy Checklist with flowchart.
- 3.14 Before seeking formal authorisation Managers should engage with their employees and test out concepts for change and seek views on the options available.
- 3.15 Following this and taking into account the views of their employees wherever possible the Manager must share the details of their proposals with their Director to determine operational and strategic viability.
- 3.16 Subsequently they should discuss the matter with their OD/HR Business Partner and Finance to explore the proposal further and to also review the estimated cost of any severance or redundancy payments.
- 3.17 The proposals and business case to be included in the consultation must be endorsed by CMT before commencing consultation. CMT will assess the proposed changes against strategic aims of the Council and the financial viability of the plans. Please see the Approval of Business Case for organisational change in Appendix J.
- 3.18 No proposals for severance will be approved until their feasibility has been fully assessed by the relevant Director in consultation with officers from Finance and Human Resources.

### **4 Equality impact assessments**

- 4.1 Managers must ensure than an equality impact assessment is carried out as part of the business case for organisational change. A template for completing an equality impact assessment is provided in Appendix K.
- 4.2 An equality impact assessment provides a systematic analysis of the proposed organisational change to determine whether it would have a differential impact on a particular group. This can help to ensure that organisational change is implemented fairly. Particular groups of employees may experience barriers to participating in and engaging with an organisational change programme (for example employees with disabilities or on maternity leave) and an equality impact assessment will help to think through such potential barriers and how to respond to them effectively.
- 4.3 Whilst equality impact assessments require an initial investment in time to carry out data analysis they will help to reduce the more significant costs associated in responding to complaints or discrimination challenges that may otherwise arise if equality issues are not properly considered as part of the organisational change programme.

## **5 Communication and consultation**

- 5.1 The Council has a statutory duty to consult with all affected employees and the recognised trade unions on any proposed organisational change. This includes on areas such as:
- the proposed organisational changes and the rationale for such changes;
  - the anticipated timescales;
  - the processes that will be followed, including job matching, redundancy selection, redeployment and ring fenced recruitment where applicable.
- 5.2 Individual consultation must also take place with employees to discuss their individual circumstances, selection decisions and search for alternative employment where applicable.
- 5.3 The manager leading the organisational change programme will be responsible for leading the consultation process. The change implementation team (where this has been set up) will be able to provide support and advice.
- 5.4 To ensure a structured approach to the consultation process, a communication plan should be developed. The communications plan should cover:
- key messages regarding the business case for change;
  - who we will be consulting with including clarification of which employees are in scope;
  - the timetable for consultation (minimum 30 calendar days);
  - a single point of contact to ensure there is no duplication of correspondence and to avoid any misunderstandings;
  - frequently asked questions if developed;
  - advice on what support is available to employees including details of the Employee Assistance Programme.
- 5.5 Where the need for organisational change is identified, it is essential to discuss the proposed changes with the individuals concerned and to commence consultation with the trade unions at the earliest opportunity.
- 5.6 It is best practice and should be achieved wherever possible, to provide the trade unions with the business case for organisational change prior to consultation with employees. The trade unions will ensure any information provided to them will be treated in strict confidence. Early notification will help the unions to arrange representation for consultation meetings and assist them with supporting their members as soon as consultation commences.

5.7 There is a requirement to consult with trade unions for at least 30 calendar days and for longer if there are a larger number of redundancies proposed. See table below and Appendix A Redundancy Procedure, Section 7.

Numbers of staff likely to be made redundant	Minimum Consultation period
20 and under 100	30 days
100 or more	45 days

5.8 Where the impact of any proposed change is minimal and does not involve redundancies, it may be possible to agree a shorter period of consultation with the recognised trade unions. Managers should refer to their OD/HR Business Partner for advice in this respect.

5.9 As a general guide, where the proposed changes will involve any of the following circumstances, consultation will be required:

- deletion of posts;
- redundancy;
- changes in the nature of the post e.g. leading to revisions of the job description (this may or may not lead to a change of grade);
- the creation of posts that substantially affect how services operate;
- any negative impact on the terms and conditions and/or working practices;
- changes involving outsourcing or partnership arrangements.

5.10 Changes in reporting lines are not generally considered a matter for formal consultation unless the change is accompanied by one of the above circumstances.

5.11 OD/HR can provide further guidance on whether proposed changes should be subject to consultation with the trade unions.

5.12 Consultation involves exchanging views and opinions in a meaningful way. Whilst consultation will not necessarily result in a mutually acceptable outcome, all views and suggestions should be openly considered.

**Group Consultation Meetings:**

5.13 Employees who are likely to be affected by the proposed changes, and the relevant trade union representative(s) will be invited to a group consultation meeting by the Manager leading the change and must provide a minimum of 5 working days notice. Trade union representatives will be given as much notice as practically possible to ensure they can arrange representation.

5.14 Prior to holding a group consultation meeting, managers should endeavour to notify employees who may be at risk of redundancy of the situation so that they have time to absorb the information and are prepared. In some circumstances the employee may decide that they would prefer not to be present at the group consultation meeting.

5.15 The group consultation meeting should cover the purpose and scope of the proposed re-organisation with an explanation of why this is necessary. It should also include details on how the changes will be implemented, together with timescales and the impact for all those involved including:

- strategies to try and avoid or minimise redundancy;
- dates of any subsequent consultation meetings;
- the reasons for any proposed staffing reductions, which may include financial information where relevant;
- procedures for any redeployment and/or job matching;
- the selection processes that will apply in ring-fencing situations;
- the process to be applied in considering applications for voluntary redundancy;
- consultation and implementation timescales;
- copies of job descriptions for any new posts (**please note that revised job descriptions may need to be assessed through the job evaluation scheme to determine the appropriate salary level prior to consultation starting**).

5.16 At the group consultation meeting the manager will provide each employee with written details outlining:

- details of the organisational change proposal;
- how the proposed changes could affect them (e.g. are they at risk of redundancy);

- an invitation to an individual consultation meeting (or the option to meet if not directly affected);
- an estimation of severance sums if available and applicable.

5.17 It is often helpful to provide staff with access to frequently asked questions and responses. If one employee asks a question it is likely that others will have similar queries. Frequently asked question documents can help ensure consistent responses and also provide a written document for employees to look back over during the consultation process if they need clarification. It will most probably be possible to anticipate some questions prior to consultation starting and these can be added to as more questions arise during the consultation process. Where frequently asked questions are developed, they will be made available within reasonable timescales as agreed at the first consultation meeting.

5.18 Managers may choose to hold a further consultation meeting during the consultation period. This can be particularly helpful for more complex organisational change programmes, for example TUPE transfers, to help ensure employees fully understand the reasons for the proposals.

#### **Individual Consultation Meetings:**

5.19 In addition to the group consultation meetings referred to above, directly affected employees should be consulted with on an individual basis. This provides them with the opportunity to discuss their own individual circumstances to and receive response in private. Employees have the right to be accompanied by a trade union representative or work place colleague at individual consultation meetings if they wish.

5.20 It is important to consider individual circumstances in any reorganisation and to discuss ways to help individuals overcome any barriers that they may have to the planned changes. For instance, it may not be as easy for an employee who is a carer to change hours or location due to their commitments outside of the workplace. By discussing the issues you may be able to work out a solution that meets both the individual and business needs such as allowing more notice for individuals to put alternative arrangements into place.

5.21 Where redundancies are likely, there are statutory consultation requirements to be fulfilled (see Appendix A Redundancy Procedure).

#### **Absent employees:**

5.22 All employees affected by the change must be consulted and kept informed, even if they are currently out of the workplace. This includes those absent on long term sick leave, maternity/adoption leave, secondments and career breaks. Communication should be tailored appropriately for the individual's circumstances and handled sensitively. Employees out of the office should be offered the opportunity to attend consultation meetings.

5.23 Managers with employees who are out of the workplace should refer to the Appendix P Guidance on consulting with employees absent from the workforce.

**Closing Consultations:**

5.24 All comments or suggestions raised during the consultation period must be considered and responded to in the form of a Response Document. It is important to ensure that decisions and the rationale behind such decisions are explained clearly to all parties involved. The response document should provide responses in respect of generic comments, queries and suggestions from staff. However individual specific queries should be responded to directly to the individual employee.

5.25 At the end of the consultation period, and following careful consideration of responses received, the manager will confirm the outcome. This may include:

- implementing the original proposals;
- implementing the proposal(s) with variation(s), arising from the consultation;
- withdrawing the proposal;
- significantly varying the proposal, which may necessitate a further period of consultation.

5.26 The manager will confirm, in writing, the outcome of the consultation to all affected employees including any responses to requests for voluntary redundancy or early retirement and hold a final individual consultation meeting with employees who remain at risk of redundancy. Employees will be provided with 5 working days notice of the meeting and may be accompanied by a trades union representative or work place colleague.

5.27 Note that any variations to the original proposal may require further consultation/extension to the consultation period.

**6 Placing individuals in the structure**

6.1 A job matching panel comprising of the manager leading the change consultation, an OD/HR representative and a trade union representative will compare the old and new structures and posts in order to identify objectively the effect on each position and therefore the impact for each employee. If a trade union representative is not available to take part in the job matching process without causing unreasonable delays to the process then the panel will proceed (Manager and an HR representative).

6.2 A matching process will be used to determine the level of change to a position, with the decision being recorded on the job matching decision matrix, provided in Appendix L. The matching process will take account of overall purpose, main duties and responsibilities, job size, status, and skills/experience/competences required to perform the post

effectively to consider how similar the posts are to the previous posts. The final decision in respect of placing individuals within the new structure rests with the Manager leading the change.

- 6.3 It is essential that the postholder's job description being reviewed as part of the job matching process is up to date and reflective of their current duties and responsibilities.
- 6.4 See Appendix C Job Matching Procedure which provides detailed guidance in respect of the process that should be applied.
- 6.5 There are arrangements for placing employees on maternity or adoption leave in the new structure to ensure that they are not disadvantaged by their absence. See Appendix P Guidance on Consulting with Employees Absent from the Workforce and Appendix A Redundancy Procedure.
- 6.6 Possible outcomes of a job matching process;

<b>Possible outcomes of job matching process</b>	
<b>Match</b>	Posts are considered to be a match if the overall purpose, duties, job size, status, skills, competences and experience required to undertake the post match the previous role by 70% and are no more than one pay grade different (up or down) .
<b>Ring Fencing</b>	Where more than one postholder has been matched to the proposed new post and there are more people than posts, then not everyone in the posts can be directly appointed to the posts available. Because of this, the post will be filled through 'ring fenced' recruitment, which will be an internal interview process for every person who is eligible.
<b>Restricted Competition</b>	<p>Any remaining comparable roles in the new structure no more than one pay grade different will be placed for 'Restricted Competition' to (and in order of priority)</p> <p>Pool 1 - the remaining employees who are at risk of redundancy in the existing structure</p> <p>Pool 2 – employees who have been acting up to more senior positions or on secondment to posts within the structure for more than 12 months.</p> <p>These employees will be invited to express their interest in being considered for a vacant role. If they match the person specification and job description requirements (i.e. have similar skills and experience) they will be invited for an interview to demonstrate their suitability to be appointed to the role prior to</p>



- 6.10 If an employee on acting up/secondment is not successful in being appointed to the new post they will return to their substantive position.
- 6.11 Managers should keep in contact with the manager of the seconded employees' substantive post if there is any likelihood that the secondment may end early as they may have temporary cover in place.

## **7 Selection criteria**

- 7.1 If ring-fencing applies then the manager will need to consult with the relevant trade unions and employees affected on the selection process to be applied as part of the consultation process. See Appendix C Job Matching Process.
- 7.2 The selection framework must be clearly understood by both the trade unions and affected employees and will be applied fairly and consistently. Selection criteria should be robust and justifiable and include:
- 7.3 measures of selection criteria;
- essential requirements for revised posts.

The range of fair selection criteria includes:

- skills, qualifications and aptitude;
  - standard of work and/or performance;
  - sickness absence (excluding any absence related to disability or maternity);
  - disciplinary record.
- 7.4 To aid selection, employees may be required to complete/undertake an application form, a paper-based review, formal interviews, assessment tests or a combination of these. Consideration of the seniority, salary level and requirements of the post should be taken into consideration when determining how to measure employees against the selection criteria in a fair and consistent manner.
- 7.5 Employees should be provided with information about the new post including the following:
- the application and selection process that will be applied;
  - the essential requirements of the post (person specification);
  - the main duties and responsibilities of the post (job description);
  - details on hierarchy status such as reporting lines and number of direct reports.

### **Paper-based review:**

- 7.6 A paper-based review may be conducted to assess each employee against the agreed selection criteria. This may take the form of an application form or an expression of interest with a supporting statement.

### **Interviews:**

- 7.7 Employees in the selection pool may be required to attend a formal interview. Applicants may be assessed and rated against the person specification criteria for the new post.
- 7.8 Interviews should be undertaken in accordance with the Council's recruitment and selection policy and procedure. This will include giving consideration to the diversity of panel members and ensuring panel members have completed the relevant training. To ensure objectivity, it is best practice that interview panels include at least one person external to the service area.

### **Assessment tests:**

- 7.9 For more senior positions it may also be beneficial to include a range of assessment tests such as written exercises, presentation and/or psychometric/ability tests. Such assessments should be undertaken in accordance with the Council's recruitment and selection policy and procedure. Further advice is available from OD/HR on the range of assessments available.

### **Selection criteria and absence:**

- 7.10 If sickness absence is to be included as part of the selection criteria for redundancy, the manager should satisfy themselves that all absence have been accurately recorded to ensure that no-one is disadvantaged. It is important that any absence related to maternity or a pregnancy-related illness, disability and/or an accident at work is not taken into account. Additionally, absences related to caring or carer responsibilities should also not be considered.

### **7.11 Selection Criteria and disciplinary/capability records:**

- 7.12 In general, only active disciplinary or capability sanctions/actions should be considered in the assessment. The exception may be with safeguarding cases where the disciplinary or capability involves or has involved vulnerable children or adults. In these instances, advice must be sought from OD/HR.

### **Decisions:**

- 7.13 The manager should review the assessments of each applicant against all weighted selection criteria. Managers should ensure all selection decisions are supported by comprehensive paperwork that clearly demonstrates the decision making process. Selection records should be retained securely for 12 months.
- 7.14 For posts that have not substantially changed and are largely the same but their numbers have decreased in the new structure, the applicants that score the highest ratings will be appointed to the post. Where there are close scores, the manager may wish to review the exercise to ensure they have acted fairly.

- 7.15 Employees who do not secure a post in the new structure will be placed on the Council's redeployment register. This ensures that they are able to apply for other alternative positions in the Council and given prior consideration over other candidates where applicable.
- 7.16 At the conclusion of the selection process, managers should confirm in writing to employees in the selection pool whether they have been appointed to a post in the new structure or if they will be placed on the redeployment register and issued notice of redundancy.
- 7.17 Where an employee is appointed to a post in the new structure, both the manager and the employee should look at the requirements of the new role and establish new objectives and a personal development plan, to be monitored through the appraisal process.

## **8 Appeals**

- 8.1 Should an employee wish to appeal against their selection for redundancy they may appeal following the process in Appendix A Redundancy Procedure.

## **9.1 Monitoring**

- 9.1 The application of this policy, toolkit and associated procedures will be monitored to ensure fair and consistent treatment for quality standards to be maintained. Directors are responsible for monitoring the implementation of the policy in their own departments and OD/HR will monitor on a corporate basis. OD/HR is responsible for auditing all aspects of the application of the policy to ensure that quality standards are being maintained and to inform and advise members and directors on issues arising from the monitoring information.

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#### 1. Introduction

1.1 A redundancy situation arises where an employee's employment is terminated (wholly or mainly) for one of the reasons below:

- the Council ceases, or intends to cease, a service/function for which the employee was employed to undertake;
- the Council ceases, or intends to cease, a service/function in a place where the employee was employed;
- the requirements of the Council for employees to carry out work of a particular kind has ceased or diminished or is expected to cease or diminish;
- the requirements of the Council for the employees to carry out work of a particular kind, in the place where they were so employed, has ceased or diminished or is expected to cease or diminish.

#### 2. Scope

2.1 This procedure applies to all employees of the Council.

2.2 This procedure does not apply to agency workers or self employed contractors. In addition, it does not apply to those employed in schools for which the Governing Body would be responsible. This policy with appropriate amendments may be adopted by Governing Bodies who will be required to make adequate and satisfactory arrangements of their own.

#### 3. Authorisation

3.1 All programmes of organisational change must be approved by CMT. In addition, Cabinet must endorse any proposals for more than 20 redundancies, redundancies of 5 or more in an individual service area and 2nd/3rd tier officer redundancies that require reporting as a significant decision.

3.2 No proposals for redundancy will be approved until their feasibility has been fully assessed by the relevant Director in consultation with officers from OD/HR, Finance and Legal and CMT have approved the proposals.

3.3 The approval form for a business case for organisational change proposals is included in Appendix J

#### **4. Measures to avoid or minimise redundancies**

4.1 The Council will adopt measures to minimise the likelihood of redundancies in the event of a change which may result in changes/reduction in the number of posts required. These may include the following:

- reducing the use of agency/contract workers in the affected area/s;
- where practicable, a restriction on recruitment in the affected area/s combined with reductions through natural turnover;
- restricting vacancies to existing employees;
- the reduction or elimination of overtime in the affected area/s;
- retraining and redeployment of existing employees into suitable vacancies. Redeployment decisions will be taken by managers, in consultation with OD/HR, following an assessment against the requirements of the post;
- voluntary redundancy and/or early retirement. In these instances the Council reserves the right to determine which requests will be accepted in the light of organisational requirements;
- voluntary reduction in working hours (subject to approval based on business needs).
- Recruitment freeze

#### **5. Voluntary redundancies**

5.1 Where possible, redundancies will ideally be voluntary rather than compulsory.

5.2 Consistent with the Council's approach of avoiding compulsory redundancies, the manager may invite volunteers for redundancy from the affected area(s). An employee's expression of interest in applying for voluntary redundancy will not imply any commitment on the part of the Council or employee concerned at that early stage.

5.3 Applications for voluntary redundancy will be considered by the manager who will take into account the operational needs of the service area(s) for particular posts and for employee with specific skills and experience. The Council has the right to refuse a request for voluntary redundancy where necessary to preserve organisational balance and operational demands. Employees whose applications for voluntary redundancies are not accepted will receive written notification of the reasons why they can not be released at the conclusion of the consultation process. See Appendix X.

## **6. Compulsory Redundancies**

- 6.1 In the regretful situation that compulsory redundancies are necessary despite avoidance measures, the selection of employees for compulsory redundancy will be carried out using fair, objective and non-discriminatory criteria. Compulsory redundancies should only take place once measures to avoid compulsory redundancies have been explored. See section 7 'selection criteria' of the Organisational Change Policy and Toolkit.

### **Employees on maternity/adoption leave**

- 6.2 It is automatically unfair to make an employee redundant based on their maternity/adoption, parental leave, the birth or adoption of a child or pregnancy. Special rights are given to employees on maternity/adoption leave which means that they must be considered first for any suitable alternative employment opportunities before other employees at risk of redundancy. As an example, if 3 people were at risk of redundancy and there was only 1 post then the person on maternity/adoption leave should be given preference even if normally she was not the first choice. If the employee accepts this role, it should be kept open until her return from maternity leave. If the employee's post no longer exists, they will be placed onto the Redeployment Register, but given priority over other registered members for suitable alternative employment.

## **7. Consultation**

- 7.1 Consultation for redundancies should follow the same consultation principles as outlined in the Organisational Change Policy and Toolkit.
- 7.2 In addition to consulting with the relevant trade unions, it is necessary to notify the Secretary of State for Business, Innovation and Skills of proposed redundancies involving 20 or more employees at any one location in a 45 day period. The Secretary of State must be informed before any redundancy notice is issued and where 20-99 employees are to be made redundant, at least 30 days before the first dismissal on the grounds of redundancy takes effect, or 45 days before in the case of 100 or more employees. This does not include the termination of fixed term contracts.
- 7.3 OD/HR will complete the relevant HR1 form that should be used to notify the Secretary of State for Business, Innovation and Skills. This form should also be copied to the recognised trade unions.
- 7.4 Where redundancies involving 20 or more employees are proposed, the manager will write to the trade unions prior to the first group consultation meeting with the following information:
- the reasons for proposed redundancies;
  - the numbers and descriptions of posts which it is proposed are 'at risk' of redundancy;

- the total numbers and descriptions of the posts affected and if assimilation, ring-fencing, prior consideration applies;
- the total number of employees within the service;
- the proposed method of selecting employees for available posts;
- the proposed method of carrying out the dismissal including the period over which the dismissals are to take effect;
- the date of the first consultation meeting;
- the proposed method of calculating the amount of any redundancy payments.

This letter is known as a S188 letter and a template is included in Appendix N.

**Group consultation meetings:**

- 7.5 Employees who are likely to be affected by the proposed changes, and the relevant trade union representative(s) should be invited by the Manager leading the change to a group consultation meeting, providing a minimum of 5 working days notice. Trade union representatives will be given as much notice as practically possible to ensure they can arrange representation. A member of OD/HR will usually also attend the consultation meeting.
- 7.6 Prior to holding a group consultation meeting, managers should endeavour to notify employees who may be at risk of redundancy of the situation so that they have time to absorb the information and are prepared. In some circumstances the employee may decide that they would prefer not to be present at the group consultation meeting.
- 7.7 The group consultation meeting should cover the purpose and scope of the proposed re-organisation with an explanation of why this is necessary. It should also include details on how the changes will be implemented, together with timescales and the impact for all those involved including:
- strategies to try and avoid or minimise redundancy;
  - dates of any subsequent consultation meetings;
  - the reasons for any proposed staffing reductions, which may include financial information where relevant;
  - procedures for any redeployment and/or job matching;
  - the selection processes that will apply in ring-fencing and prior consideration situations;
  - the process to be applied in considering applications for voluntary redundancy;

- consultation and implementation timescales;
- provision of an Equality Impact Assessment;
- copies of job descriptions for any new posts (**please note that revised job descriptions may need to be assessed through our job evaluation scheme to determine the appropriate salary level prior to consultation starting**).

7.8 At the group consultation meeting the manager will provide each employee with written details outlining:

- details of the organisational change proposal (e.g. the business case);
- how the proposed changes could affect them (e.g. are they at risk of redundancy);
- an invitation to an individual consultation meeting (or the option to meet if not directly affected);
- an estimation of severance sums if available and applicable.

7.9 It is often helpful to provide staff with access to frequently asked questions and responses. If one employee asks a question it is likely that others will have similar queries. Frequently asked question documents can help ensure consistent responses and also provide a written document for employees to look back over during the consultation process if they need clarification. It will most probably be possible to anticipate some questions prior to consultation starting and these can be added to as more questions arise during the consultation process. Where frequently asked questions are developed, they will be made available within reasonable timescales as agreed at the first consultation meeting.

7.10 Managers may choose to hold a further consultation meeting during the consultation period. This can be particularly helpful for more complex organisational change programmes to help ensure employees fully understand the reasons for the proposals.

**First individual consultation meeting:**

7.11 In addition to the group consultation meetings referred to above, employees who are at risk of redundancy should be consulted with on an individual basis. This provides them with the opportunity to discuss their own individual circumstances and receive response in private. Employees have the right to be accompanied by a trade union representative or work place colleague at individual consultation meetings if they wish.

7.12 It is important to consider individual circumstances in any reorganisation and to discuss ways to help individuals overcome any barriers that they may have to the planned changes. For instance, it may not be as easy for a carer to change hours or location due to their commitments outside of the workplace. By discussing the issues you may be able to work out a solution that meets both the individual and business needs such as allowing more notice for individuals to put alternative arrangements into place

7.13 Further individual consultation meetings will be arranged to address any issues / alterations as a result of earlier discussions

#### **Final Individual Consultation Meeting:**

7.14 The final individual meeting will take place with the manager or nominated representative. The employee will be given at least five working days' written notice of the meeting. The letter should remind the employee of the right to be accompanied by a trade union representative or work place colleague at the meeting.

7.15 At the meeting the employee will be given a further opportunity to consider the case for making their position redundant and to make any final representations as to why the post should not be made redundant.

### **8. Notice of redundancy**

8.1 The employee will receive the period of notice on full pay, appropriate to which their contract of employment entitles them, or the statutory minimum notice equating to one week for each completed year of service with the Council up to a maximum of 12 weeks, whichever is the greater.

8.2 An employee with less than 2 years' continuous service with the Council and related employers is not entitled to a redundancy payment. However they are entitled to such paid notice in accordance with their terms and conditions of employment.

8.3 In some cases an employee's redundancy payment may need to include service accrued with a previous employer. Further details are included in Appendix H Local Government Modification Order Guidance.

8.4 During the notice period the Council will continue to seek suitable alternative employment for the employee.

8.5 A template letter providing notice is included in Appendix U.

### **9. Redeployment/Suitable Alternative Employment**

9.1 Every reasonable effort must be made to assist the employees at risk of redundancy to find suitable alternative employment with the Council. During the employee's notice period the Council will continue to seek suitable alternative employment.

#### **What makes an alternative role suitable for SAE?**

9.2 When considering whether or not an alternative role is suitable, managers should consider:

- the employee's skills and experience, i.e. do they have the right skills and experience for the new role? Do they meet requirements of the person specification?

- the terms of the alternative post including status, place of work, duties, pay, hours and responsibility, i.e. how similar are these to the previous post?

- 9.3 Maintaining status and salary is not necessarily sufficient to confirm an alternative post as suitable if there are other clear differences between the two posts. For example, if an employee would not use the same skills in a new post or their working hours are significantly rearranged the new role is unlikely to be a suitable alternative;
- 9.4 If the new role is entirely or within 70% of an employee's existing job description and there is no significant change to salary or status, they should be matched into it. If there are some differences between the two roles, the employee should be offered a trial period (see trial periods in section 10 below).

#### **When can an employee say no to a suitable alternative role?**

- 9.5 If suitable alternative employment is found and refused by the employee they will be considered to have resigned and a redundancy payment will not be paid. However, if the employee is offered a post that doesn't meet the criteria for suitable alternative employment but is nevertheless an alternative post, the individual may refuse the post and will still be entitled to a statutory redundancy payment.

#### **What if the alternative post attracts a lower salary level?**

- 9.6 A position that attracts a lower salary may not qualify as suitable alternative employment although the review should take into account all factors and not just salary.
- 9.7 To support employees with making the transition to a lower salary level, the Council provides temporary pay protection where salaries have reduced as a result of organisational change or redeployment to an alternative post whilst under notice of redundancy.
- 9.8 Full details of the Council's pay protection scheme is included in the Redeployment Procedure in Appendix A.

### **10. Statutory trial period**

- 10.1 Where an employee has been issued with a notice of redundancy and during this time a suitable redeployment opportunity is identified, the employee will be entitled to a statutory trial period of 4 weeks. This can be varied or extended up to a maximum period of 3 months if mutually agreed between the employee and manager. Extensions must be subject to the written agreement of both parties and the contractual period of notice may need to be extended accordingly.
- 10.2 The employee retains the rights to any severance payments throughout the trial period unless there are circumstances to warrant dismissal for any other reason. During the trial period there should be regular meetings between the manager and the employee to discuss support, performance and any training requirements. If the redeployment opportunity is found to be unsuitable after the trial period redundancy compensation will be payable.

## **11. Fixed Term Employees**

- 11.1 There is a requirement under employment legislation to consult with employees whose fixed term contract is due to expire. Depending on the length of service with the Council the employee may also be entitled to a redundancy payment. Please refer to the Fixed Term Contracts guidance on SBCinsite.
- 11.2 Fixed term contracts that are expiring as planned are not included in the total number of proposed redundancy dismissals for the purposes of S188 and HR1 notifications.

## **12. Compensation**

- 12.1 Employees who are made redundant and have two years or more continuous local government service (and who are not re-employed by another local government employer within 4 weeks of the end of their employment) will be entitled to redundancy compensation. See Redundancy Calculations Matrix in Appendix Y.
- 12.2 In some cases an employee's service with a previous employer may need to be taken into consideration when calculating redundancy pay. Further guidance is available in Appendix X, Local Government Modification Order
- 12.3 Redundancy payments of £30,000 or less free from tax and NI deduction in accordance with HMRC regulations.
- 12.4 Redundancy payments are not pensionable. However, employees in the Local Government Pension Scheme may be provided the opportunity of converting their redundancy compensation (less any statutory redundancy compensation) into additional pensionable service on a strictly cost neutral basis. The opportunity to convert compensation payment into pensionable benefits is to be undertaken before an employee's formal final day of service.

## **13. Re-employment by a local government or associated employer**

- 13.1 An 'associated employer' is a body which is included in the Redundancy Payments (Continuity of Employment in local government) modification order 1999. If an employee who is under notice of redundancy receives an offer of a job from another Redundancy Modification Order (RMO) employer (e.g. another post in local authority) before the termination of his or her employment and takes it up within 4 weeks of the end of the old employment, there will be no dismissal for redundancy payment purposes, no redundancy payment and continuity of employment will be preserved in the new job.
- 13.2 If the employee takes a redundancy payment and commences work for the next RMO employer after four weeks have elapsed then continuous service will be broken.

13.3 In order to confirm their right to a redundancy payment, employees must complete the Local Government Modification Order form. Payment will not be released until the signed form is received by OD/HR. See Appendix I Local Government Modification Order.

#### **14. Appeal against selection for redundancy**

13.1 Employees dismissed on the grounds of redundancy have a right of appeal. The appeal must be submitted in writing to the relevant Director within 10 working days of receipt of the written notice of termination for reasons of redundancy and state the grounds for appeal.

13.2 Appeals against redundancy will be heard by a panel of 3 comprising:

- Director (not already involved in the redundancy)
- One or two Directors or Service Leads
- A representative from OD/HR not already involved in the redundancy process

## Organisational Change Toolkit

### Appendix B: Redeployment Procedure

#### 1. Introduction

1.1 Slough Borough Council is committed to ensuring that employees facing redundancy due to organisational change are redeployed into suitable alternative posts wherever it is practical to do so. This procedure will be applied fairly and equitably across the Council.

#### 2. Scope

2.1 This procedure applies to all employees of the Council. It excludes those working for the Council under an apprenticeship or NVQ Placement Scheme.

2.2 This procedure applies to redeployments which may occur as a result of redundancy and will also apply in cases of ill health, disability and capability.

2.3 This procedure does not apply to agency workers or self employed contractors. In addition, it does not apply to those employed in schools for whom the Governing Body would be responsible. This policy with appropriate amendments may be adopted by Governing Bodies who will be required to make adequate and satisfactory arrangements of their own.

#### 3. Explanatory interview

3.1 When a redeployment situation occurs an interview will normally be arranged between the employee and the manager to discuss the situation. A representative from OD/HR will usually attend the meeting and the employee may wish to be accompanied by a trade union representative or work place colleague.

3.2 The purpose of the explanatory interview is to:

- ensure that the employee fully understands the redeployment process;
- explain the responsibilities of those involved in the process;
- clarify with the employee any contractual notice period that may apply;
- explore with the employee their work experience, qualifications and skills and to identify areas of work that might be suitable.

- 3.3 In cases of organisational change, an explanatory interview may not be necessary if the above areas are covered during the individual consultation meetings.

#### **4 Redeployment information**

- 4.1 Redeployees will be provided with access to job information and vacancy bulletins as soon as these become available. An HR Service Officer will be nominated to help the redeployee in obtaining information about suitable alternative posts. The employee also has a personal responsibility to identify their own redeployment opportunities. The Council will endeavour wherever practical and subject to the availability of posts, to take the employee's requirements into account in dealing with redeployment.

#### **5 Skills matching**

- 5.1 Employees are required to complete a Redeployment Skills Profile Form (see appendix Z), which must be countersigned by the manager. This form and a copy of the redeployee's current job description will be sent to OD/HR so that the employee can be added to the redeployment register. Failure to complete the form by the employee will not preclude the Council from continuing the redeployment process on the information known by the Council about the employee's skills and experience.
- 5.2 The manager should complete a reference for the employee and this should be attached to the Redeployment Skills Profile Form. This will be an open reference and the employee and any potential new manager will be able to read it.
- 5.3 When OD/HR identify a potentially suitable post, or they are notified of an employee's interest in a particular post, they will undertake an initial matching exercise using the Redeployment Skills Profile Form provided. If there is an initial match, information will be forwarded to the appointing manager for the post who will be asked to undertake a more detailed matching exercise. The outcome of this will be notified to the employee.
- 5.4 The Council will only consider redeployees for suitable vacant posts prior to interviewing other internal candidates not subject to redeployment measures and external candidates if the employee's Redeployment Skills Profile Form is received within the stated timeframe for dealing with the appointment, unless there is an exceptional reason for any delay.
- 5.5 Where there are more redeployees than suitable vacant posts available the Council will select through interview and appropriate selection testing.

#### **6 Trial period**

- 6.1 Where an offer of redeployment is made and accepted by the redeployee, a 4 week trial period will be arranged to determine if the new post is suitable. This can be varied or extended up to a maximum period of 3 months if mutually agreed between the employee and the manager. Extensions must be subject to the written agreement of both parties and any contractual period of notice may need to be extended accordingly.

- 6.2 During the trial period there should be regular meetings between the manager and the employee to discuss support, performance and any training requirements.
- 6.3 If the trial period is not successful, the employee will either have their notice of termination confirmed or, if their notice has not expired, an interview will be arranged with the HR representative to discuss their position.
- 6.4 In cases of redundancy, the employee retains the rights to any severance payments throughout the trial period unless there are circumstances to warrant dismissal for any other reason. If the redeployment opportunity is found to be unsuitable after the trial period redundancy compensation will be payable.
- 6.5 Where a redeployee successfully completes their trial period, the manager should confirm this with the redeployee and complete an Appointment Details Form and send this to OD/HR who will arrange for a contract variation or new contract to be issued. If the new role is at a different salary, or in the event that the trial period is not successful, the manager should liaise with OD/HR for advice.

## **7 Pay Protection Arrangements**

- 7.1 The aim of temporary pay protection is to support an employee in making any necessary adjustments due to a decrease in salary level.
- 7.2 An employee, who is redeployed to a suitable alternative post which is one grade lower, will receive protection of earnings (basic pay plus local weighting allowance) for a period of 1 year. Their salary will be frozen at its current level and the employee will not receive annual pay awards. At the end of the protection period the employee will be placed on the salary grade relevant to the redeployed post.
- 7.3 Salary detriments arising out of restricting or ill health or disability redeployment (where it is outside of the service area of the employee's control) is funded centrally. Salary detriments arising out of a redeployment to resolve an employment dispute or redundancy situation will be funded by the originating service area.
- 7.4 Where an employee accepts redeployment to a post which is more than one grade lower, there is no entitlement to protection of earnings as the post will not be considered as suitable alternative employment. In exceptional circumstances, in order to minimise financial hardship and to avoid redundancies or support an employee with a disability remain in employment the relevant Director may, subject to budgetary considerations, exercise discretion to grant some element of protection. In such circumstances pay protection will not exceed 1 year.
- 7.5 If an employee is redeployed to a higher graded post then the salary level for that post will apply.

## **8 Pension arrangements**

- 8.1 Pension entitlements may be protected at the salary applicable before redeployment. This is increased annually in line with inflation. Employees who wish their pensions to be protected must apply to the Pension Administrator, Royal County of Berkshire Pension Fund, Minster Court, 22-30 York Road, Maidenhead, Berkshire, SL6 1SF. The contact telephone number is 0845 602 7237. Currently this is protected for 13 years. This provision is subject to the rules of the Local Government Pension Scheme applicable at the time of redeployment

#### **1. Introduction**

- 1.1 A job matching process is required when posts in the proposed new organisational structure are new or revised/altered from existing posts in any way. The purpose of the job matching process is to determine how changed existing posts are and how employees should be placed in the new structure. E.g. confirm if employees should be matched or ring fenced and/or provided with restricted competition for a post in the new structure.
- 1.2 All job matching decisions must be undertaken fairly and consistently in all service areas and recorded on the decision matrix provided below.

#### **2. Job matching panel**

- 2.1 A job matching panel comprising the manager leading the organisational change programme and an OD/HR representative and a Trade Union representative will compare the old and new structures and posts in order to identify objectively the effect on each post and therefore the impact for each employee.

#### **3. Job Evaluation**

- 3.1 Prior to undergoing job matching, it may necessary for new posts to be assessed through the Council's job evaluation arrangements. This will ensure that the salary level for the role matches the size of the post and is comparable with similar size posts across the Council. Further advice on job evaluation is available on SBC Insite and from OD/HR.

#### **4. Job categorisation**

- 4.1 The job matching panel will review each post to determine:
  - The level of any changes to the overall purpose, main duties and responsibilities, job size, status, skills/experience/competences required to perform the post effectively (See Section 5 below)

- which posts are potentially redundant
- the impact for each post holder
- which posts may form redeployment/suitable alternative employment for employees affected by the changes
- which employees are affected and for whom redeployment/suitable alternative employment must be sought (including adding to the redeployment register).

## **5. Decision making process**

5.1 The job matching panel will review each existing job description for a post against the new job description. Criteria will be assessed to confirm the level of match to the new post, scored as follows;

**2 = completely matches criteria**

**1 = partially matches criteria**

**0 = doesn't match criteria**

5.2 The criteria that must be assessed are:

- overall job purpose;
- main duties and responsibilities;
- job size (grade of post/budget/people)
- job status (title of post/level in organisation/reporting line);
- Skills/experience/competences required to perform the post effectively.

5.4 In respect of job size, a reduction or increase in budget/people/assets of less than 10% compared to the new role are considered minor changes and a match. A variance in budget/people/assets of between 11 – 20% is considered a partial match and a variance of more than 20% in budget/people/assets is considered a major change and not a match.

5.5 In respect of job status, if there has been a removal/addition of a key responsibility or a change in job title and reporting line, then this would be considered a more substantial change and not a match. If it is a minor change, for example of job title with no reporting line impact or vice versa then this would be considered a match.

5.6 For a post to be considered a match it must score 7/10 (70%) overall.

## 6. Decision Matrix Form and Finalising Job Matching

6.1 A standardised decision matrix should be used for all posts being evaluated through the job matching procedure. The job matching decision matrix form is provided in Appendix L.

6.2 At the completion of the job matching process, there will be a set of papers for each new post in the new structure, which will indicate whether the role is **new**, **revised** or **unchanged** and, if unchanged, which post(s) in the previous structure they match to. An establishment list can then be prepared for the new structure indicating whether:

- the post and post holders remains unchanged;
- the post remains unchanged but due to a reduction in numbers requires a ring-fenced selection exercise for existing post holders;
- the new or revised post requires a ring-fenced selection process for those who are at risk of redundancy and identified as a partial match/prior consideration
- the new post requires recruiting to from outside the immediate service area in accordance with the Council's recruitment and selection policy.
- which existing employees are at risk of redundancy due to no job match and therefore require suitable alternative employment to be sought/inclusion on the redeployment register

## 8 Acting up and secondments

8.1 An employee acting up/on secondment whose substantive role is affected by an organisational change programme must be included in the consultation process for their substantive post and where appropriate, any further selection processes.

8.2 Where an employee has been acting up for at least 12 months and there are vacancies at the higher level, they will be eligible for restricted competition to these posts (invited to express an interest and if they have similar skills and experience and match the person specification then they will be invited for interview to demonstrate their suitability to be appointed to the role before the post is advertised more widely). This will be after the remaining employees in the existing structure who are at risk of redundancy have had the opportunity to express an interest in remaining vacancies and have been considered.

- 8.3 Where an employee on secondment has been in the post for 12 months or more, they will be eligible for restricted competition – as above 7.2.
- 8.4 If an employee on acting up/secondment is not successful in being appointed to the new post they will return to their substantive position.
- 8.5 Managers should keep in contact with the manager of the seconded employees' substantive post if there is any likelihood that the secondment may end early as they may have temporary cover in place.

### Appendix D: Guidance on consulting with employees absent from the workplace

#### 1. Introduction

1.1 It is important that any employees who are currently out of the workplace are included in the consultation programme and kept informed about any redundancy situation. Employees may be absent from the workplace for variety of reasons including:

- family leave such as maternity, adoption or shared parental leave;
- longer term sickness absence;
- secondments;
- sabbatical/career breaks.

1.2 Employees who are absent from the workplace should also be included in any consultation and/or selection exercises. These should be handled in sensitively where necessary with reasonable adjustments being made to help facilitate the process.

#### 2. Employees on family leave

2.1 It is important to ensure that employees who are on family leave are invited to attend consultation meetings, provided with regular updates and sent copies of any written correspondence during the organisational change programme.

2.2 Employees may be able to attend work as one of their 'keep in touch days' and providing them with as much notice as possible should help them with making any necessary childcare arrangements. If this is not possible, the manager should explore with the employee the following ways to engaged with them as part of the consultation process:

- meeting with the employee at or near their home
- holding the meeting over the telephone or my video conference
- allowing the employee to put their comments in writing
- ensuring that the employee is provided with copies of the notes of any group consultation meetings.

- 2.3 It is automatically unfair to make an employee redundant based on their maternity/adoption, parental leave, the birth or adoption of a child or pregnancy. Special rights are given to employees on maternity/adoption leave which means that they must be considered first for any suitable alternative employment opportunities before other employees at risk of redundancy. As an example, if 3 people were at risk of redundancy and there was only 1 post then the person on maternity/adoption leave should be given preference even if normally she was not the first choice. If the employee accepts this role, it should be kept open until her return from maternity leave. If the employee's post no longer exists, they will be placed onto the Redeployment Register, but given priority over other registered members for suitable alternative employment.

### **3. Employees on sick leave**

- 3.1 Failure to consult with those on long-term sick could leave the Council at risk of a claim against disability discrimination. Individuals should be written to with an explanation as to why it is necessary to contacting them while absent from work and invitation to any consultation meetings. See Model Letter in Organisation Change and Redundancy Toolkit Appendix E.
- 3.2 If the employee responds that they are not well enough to attend a consultation meeting, advice should be sought from Occupational Health. If Occupational Health confirm that the employee is not fit to attend a consultation meeting in the workplace then other options should be considered such as:
- meeting with the employee at or near their home
  - holding the meeting over the telephone or my video conference
  - allowing the employee to put their comments in writing
  - ensuring that the employee is provided with copies of the notes of any group consultation meetings.
- 3.3 All reasonable steps should be taken to ensure that employees on long-term sick leave are involved in the consultation process. However, if an employee is unable to participate in the consultation process in any way at all and all measures listed above have been explored then, as a last resort, it may be appropriate to continue with the proposals and consult with the employee upon their return. In such circumstances it is important to explain to the employee that that this is what is being proposed and why, and provide them with the opportunity to submit their comments on such a proposal.

### **4. Employees on secondments**

- 4.1 It is important to ensure that employees who are on secondment are included in all communication and consultation meetings regarding organisational change to their original service area and/or substantive post.
- 4.2 Employees who are on a secondment will be expected to engage fully in the consultation regarding their substantive post. It will be necessary for the hosting department to make reasonable adjustments to ensure that the employee is able to attend consultation meetings and participate in any selection processes.

## **5. Employees on a Sabbatical/career breaks**

The expectation is that the employee will be able to return to the same, or similar, role and responsibilities held prior to taking their sabbatical/career break. Where a restructure or other organisational change takes place during the employees absence they will be consulted about this in the same way as their colleagues in accordance with the Council's policies and procedures. This may mean that alternative employment may be sought under the redeployment procedure if appropriate.

#### 1. Introduction

Periods of organisational change can be an uncertain time for employees. There are a variety of sources of support for employees during organisational change including those outlined below.

#### 2. Employee assistance programme

The Council has secured the services of an independent and confidential Employee Assistance programme (EAP), which can provide employees with a range of advice, support and where necessary confidential counselling. Further details on this service is available here <http://insite/media/1338/optum-eap-brochure.pdf> or by telephoning 0800 282 193.

#### 3. Emotional support

There are several ways in which employees can be given emotional support:

- OD/HR organises resilience and mindfulness training events. For further information please visit SBC Insite;
- informal group meetings for staff undergoing organisational change can help reduce feelings of isolation, allow a forum for discussing emotions such as fears and anxieties and act as a networking opportunity;
- counselling is available to employees through the Council's Employee Assistance Programme provider. Further details on this service is available here <http://insite/media/1338/optum-eap-brochure.pdf> or by telephoning 0800 282 193;
- The Samaritans provides listening support for those going through difficult periods and can refer to specialists if necessary.

#### 4. Training

It is unlikely that organisational change will succeed unless employees placed in new posts have access to targeted training and development to help them perform effectively. It is advisable that managers factor training and development issues into their organisational change programme at the earliest opportunity. Once employees have been appointed into their new or revised posts, the manager should meet with them to determine what training and development is needed to support the change programme.

Where an employee is at risk of redundancy, they may wish to consider training opportunities to help them with securing alternative employment. Training can be undertaken in the following ways;

- internal training and development opportunities are advertised on SBC Insite
- practical core skills training on request to ODHR e.g. interviewing skills
- resilience training using mindfulness tools
- tailored OD support for understanding and undergoing change
- informal group meetings for staff undergoing organisational change can help reduce feelings of isolation, allow a forum for discussing emotions such as fears and anxieties and act as a networking opportunity. If required, these can be facilitated by a member of the OD/HR team.
- the Government's comprehensive guide to learning resources, including information on higher education, adult learning and financial support for training (such as professional career development loans to study at college or university) is available on the education and learning section of the Government website
- information on courses and qualifications and advice for people who have been made redundant is available from learndirect
- further education colleges provide a range of reasonably priced adult education courses
- the Government website provides information and support and training for people interested in setting up their own business.

## **5. Job vacancies**

Job vacancies may be available both within the Council and externally including:

- during organisational change, it may be appropriate to ring fence certain roles to employees who are at risk of redundancy. Employees will be notified should this be the case;
- other vacancies with the Council are advertised on our website. The majority of posts are advertised internally first on SBC Insite;
- recruitment agencies can provide help with searching for new opportunities and often can help with developing your CV and with preparing for interviews;
- websites such as indeed, Jobsite and Monster list vacancies from all over the country;
- vacancies within local government are often advertised on [jobsgopublic.com](http://jobsgopublic.com) and [LGjobs.com](http://LGjobs.com);
- specialist posts are often advertised through online publications;
- Jobcentre Plus centres provide face to face advice and support with job searches and also have an online search facility through universal jobs search at <https://www.gov.uk/jobsearch>

## **6. Careers guidance**

Employees who are at risk of redundancy may welcome the opportunity of some careers guidance, particularly if they have been working with the Council for a long time. Sources of career guidance include:

- the education and learning section of the UK Government website provides advice to recent graduates and people interested in changing career;
- Jobcentre Plus has information on a number of services, including redundancy support packages and job opportunities;
- university careers services provide assistance to their former graduates, or in some cases all graduates;
- online assessments and exercises to help individuals gain an understanding of their interests and abilities and suggest jobs that may match, include the Prospect career planner (the Prospects website also provides details of different jobs, pay rates and entry requirements).

## **7. Financial support information**

Sources of financial support information include the following:

- information on eligibility for financial help and about jobseeker's allowance can be found on the Government website;
- The Money Advice Service is an advice service set up by the Government to help individuals manage their money.

## **8. Legal support**

Sources of legal support include the following:

- Citizens Advice helps people resolve legal, money and other problems including redundancy, by providing free information and advice nationally;
- trade unions often offer help and advice for their members;
- Acas can provide confidential and impartial advice on redundancy issues.

## **9. Support for employees who wish to take voluntary early retirement**

Some organisational change programmes may include voluntary early retirement (subject to Council approval). In these circumstances, employees considering voluntary early retirement may need additional support:

- the Employee Assistant Programme can provide support on planning for retirement;
- employees in the local government pensions scheme can obtain information and forecasts from the Berkshire Pension Fund by telephone on 0848 602 7237 or by email at [info@berkshirerpensions.org.uk](mailto:info@berkshirerpensions.org.uk) ;
- age UK provide a range of information and advice on preparing for retirement on their website at [www.ageuk.org.uk/work-and-learning/retirement](http://www.ageuk.org.uk/work-and-learning/retirement)

**TUPE GUIDANCE**

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## 1. Introduction

1.1 TUPE is the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). The TUPE Regulations ensure that employees' terms and conditions are preserved when a business or undertaking, or part of one, is transferred to a new employer.

1.2 The Government has agreed that the transfer of employees from Councils to a new employer will act as a transfer governed by the provisions of the TUPE Regulations.

1.3 This toolkit is based on the following legislation:

- Transfer of Undertakings (Protection of Employment) Regulations 2006
- EC Acquired Rights Directive 1977 & 1998
- EC Acquired Rights Directive & Amended Directive 2001
- Transfer of Employment (Pensions Protection) Regulations 2005
- Collective redundancies & Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1995 & 1999

1.4 This toolkit is also based on the following Codes of Practice:

- Office of the Deputy Prime Minister (OPDM) Best Value Code of Practice on Working Matters in Authority Service Contracts 2003 (as amended by the Secretary of State's written ministerial statement of 23 March 2011)
- Code of Practice on Workforce Matters in Public Sector Service Contracts 2005.

1.5 This toolkit outlines how TUPE should be applied within the Council.

## 2. When TUPE applies

2.1 **NB:** Managers leading a potential TUPE transfer **must** obtain advice from the ODHR team to confirm if the situation is covered by TUPE protection.

2.2 Subject to certain qualifying conditions, the Regulations apply:

- when a business or undertaking, or part of one, is transferred to a new employer, or
- when a 'service provision change' takes place (for example, where a contractor takes on a contract to provide a service for a client from another contractor). This includes second and subsequent round contracts that result in a new contractor, and where a function is brought back into the council where employees originally transferred from SBC.

These two circumstances are jointly categorised as 'relevant transfers'.

### 3. When TUPE doesn't apply

3.1 TUPE will not apply in the following circumstances:

- Where the activity for which the public sector organisation is contracting is essentially a new or one off project;
- Where goods or services are essentially a commodity bought "off the shelf" and no grouping of staff are specifically and permanently assigned to a common task;

3.2 Where the service or function are significantly different from the function previously performed within the public sector, or by an existing contractor (e.g. a function to be delivered electronically and in such a way that it requires radically different skills, experience and equipment).

3.3 **NB:** Even where TUPE does not apply in strict legal terms, it is **best practice** to follow the principles of TUPE to ensure staff are not treated less favourably had the regulations applied.

### 4. Definitions

- The **transferor** is the 'old' (current) employer.
- The **transferee** is the 'new' (future) employer.

### 5. Key Principles of a TUPE transfer

5.1 **Employees' rights and entitlements transfer from the old employer to the new employer.**

Employee rights, including continuous service, transfer from the old to the new employer and will be unaffected by the transfer under TUPE.

5.2 **Employees' contracts of employment transfer from the old employer to the new employer.**

The contract of employment of any person immediately before the transfer will transfer to the new employer. The new employer is described as "stepping into the shoes" of the old employer so that all existing contractual terms and benefits, that existed prior to the transfer, are preserved. The new employer must ensure that the same or no less favourable terms and conditions are maintained.

The new employer must honour collective agreements in place at the time of the transfer for the duration of the contract.

Special points to note are:

The council is committed to following the ODPM guidance on best value practice on workforce matters in public sector service contracts which requires that either new transferees become an admission body of the Local Government Pension Scheme (LGPS) or offer a broadly comparable scheme certified by the Government Actuaries Department (GAD). There are some entry requirements; however, many organisations have successfully met these. In a tendering process, the council can express a preference for admitted body status, but cannot state this is a requirement as this may restrict which bidders can meet this criterion and may not ensure the best overall deal for the council.

All of the original employer's rights, duties, powers, and liabilities under the contract of employment of the transferring employees will transfer to the new employer. This can include, for example, liability for a personal injury sustained whilst in the employment of the old employer, or for a discrimination claim already lodged against the old employer.

The ODPM guidance on 'Code of Practice on Workforce Matters in Public Sector Service Contracts' requires that where the new employer recruits new staff to work on a local authority contract alongside staff transferred from the local authority, it must offer them employment on fair and reasonable terms and conditions which overall are no less favourable than those of the local authority transferred employees. This applies only to contracts established before 23 March 2011, when the Code of Practice was withdrawn.

There is no requirement for property or assets to transfer, i.e. computers, fleet vehicles etc. Any transfer of property etc. may be agreed as part of the tendering /contract process.

**5.3 Employees are protected against dismissal for a reason connected with the transfer and can claim unfair dismissal.**

TUPE gives enhanced rights to employees who are dismissed before, or after, the transfer. Such dismissals would be automatically unfair unless they can be shown to have been EITHER unconnected with the transfer OR for an economic, technical or organisational reason (sometimes referred to as an 'ETO' reason) entailing changes in the workforce. Special consideration needs to be given if considering terminating contracts for fixed term employees to ensure that their dismissal is not unfair and that they are not being discriminated against.

**5.4 The department must inform and consult with directly affected employees, recognised trade union representatives and other affected employees before a transfer.**

Under the TUPE regulations there is a statutory duty imposed on the old employer to consult and inform affected employees, and the "appropriate representatives", prior to the transfer of an undertaking. The process of consultation with employees and representatives must be undertaken with a view to reaching agreement as to the measures proposed.

**Please refer to the Council's Organisational Change Policy – add link.**

5.5 **Previous trade union recognition agreements are recognised.**

Where the old employer recognises an independent trade union in respect of employees who are transferring to the new employer, the new employer will inherit the recognition agreement.

5.6 **Changes or alterations to transferring employee's terms and conditions should be made with caution if related to the transfer.**

If changes or alterations to transferring employees' terms and conditions are connected to the transfer, they could be legally ineffective (even if the employee has agreed to the change or received an incentive for agreeing to it). The longer the period between the transfer and the variation, the less likely it will be that the variation is perceived to be connected to the transfer. However, there is no 'safe' period after which changes to terms and conditions can be made.

**6. Roles and responsibilities**

6.1 The Service area project team will lead on the TUPE transfer drawing on expert advice as required from HRBP, Legal Services, Procurement, Pensions and Finance. Activities that will be required to be completed include which employees are included in scope of transfer, risk assessment, due diligence and data collection, pension arrangements, any liabilities, warranties or indemnities that will apply.

6.2 In order to clarify the HR service provision in TUPE situations it is recommended that a Service Level Agreement be completed.

**7. Transferring Out of the Council**

7.1 **Establish whether TUPE applies.**

Application of TUPE depends on the particular circumstances of each case. Generally, it will be wise to assume that the regulations apply to any transfer. The principles of TUPE should be applied to the contracting out of any service and transferring of staff to the private, voluntary or community sector including (PFI, PPPs, strategic partnerships, trusts, joint venture companies and large-scale voluntary transfers. It also applies to re-tender of contracts, (regardless of whether a new or the same contractor wins the contract), and to extensions of contracts that are not put out for re-tendering if the contract was first made before 13th March 2003.

7.2 **Where tendering occurs.**

In some cases the affected service will be offered to tender in these circumstances.

### 7.3 **Establish which staff will transfer out.**

The regulations apply to all employees, including those employed on a part-time basis, and those employed on fixed-term or temporary contracts. Only employees employed by the department immediately prior to the transfer, and in the specific area concerned, will have protection under the regulations and will transfer under TUPE. This excludes those on contracts for services and agency staff. Employees absent from work, for example, on long term sickness absence, maternity leave, career breaks etc are included.

Only employees, who are employed in the undertaking, or the part of it being transferred, can be transferred under TUPE. Normally this will be clear from their contract of employment. However, where it is not, other factors such as the amount of time spent in that part of the business, the value of that time and how costs have been allocated can be considered. Employees on secondment or temporarily assigned to the area transferring will not transfer. Employees whose substantive post is in the transferring area, but who are on secondment to another part of the organisation will transfer. Careful consideration needs to be given to fixed term employees and if they should transfer. Terminating their contracts could be seen as discriminatory and unfair unless there are clear business reasons unconnected with the transfer.

Employees transfer if the majority (50%+) of their work is transferring. For example, if someone is providing support to two different client groups and the provision of support to just one group is outsourced, there would need to be discussions with the employee to agree what percentage of their time they are spending on the outsourced client group to see if they should be transferred or not.

Where an employee objects to a transfer for personal reasons (i.e. if the objection is because the transfer poses substantial and detrimental change to their contract of employment) are legally regarded as having resigned. However, it is best practice to accommodate the employee by redeploying them where possible and ensuring that we have discussed their issues with them.

### 7.4 **Consult with Representatives at the earliest opportunity.**

Under the TUPE regulations there is a statutory duty to consult and inform the "appropriate representatives" i.e. Trade Union representatives prior to the transfer taking place. Failure to comply with this regulation could result in a complaint to an Employment Tribunal, which if upheld could result in compensation of up to 13 weeks' pay for each affected employee, plus all the associated legal costs.

Consultation should include giving information on the following:

- The fact that transfer is proposed
- The approximate date of transfer
- Which group/individuals are proposed to transfer

- The reasons for the proposed transfer
- The legal, economic and social implications of the transfer for the affected employees
- The measures the employer will be taking in relation to the effect of the transfer on the affected employees i.e. any action in connection with the transfer which will affect employees (e.g. pensions arrangements, reorganisation etc)
- Numbers of agency workers temporarily working for the council (including if there are none); the areas in which they are working and the type of work they are doing.

There is no formal time limit for consultation, although it should take place long enough before the transfer, to enable a meaningful consultation to take place. A timeline should be prepared which will allow for a **minimum** of 30 calendar consultation. Please refer to the council's **Organisational Change Policy in respect of conducting a consultation process** – **add link**. It is important that discussions take place at the earliest opportunity, as soon as the facts indicating a transfer emerge. Representatives and employees should also be kept informed of progress throughout the transfer process.

Employees should initially be informed of the transfer by their manager, not by Union/Employee representatives. Therefore it may be appropriate to inform and consult with the trade union and employee representatives on a confidential basis initially.

#### 7.5 **Consult with Employees at the earliest opportunity.**

Under the TUPE regulations there is a statutory duty to consult and inform "affected" employees prior to the transfer taking place. This duty applies both to the old and new employer. Employees should be provided with the information detailed above (as for union/employee representatives). It is also recommended that 1:1 meetings are scheduled with all the affected employees to allow discussion of individual implications. There is no requirement to give employees 'notice' of the termination of their contract as it is continuing with a new employer, nor is there a legal requirement for a minimum consultation period. The council has agreed a minimum consultation period of 30 calendar days with the recognised unions. It cannot be emphasised enough though that the success of a TUPE transfer relies on a constructive dialogue with the Transferors.

It is essential to confirm the consultation and potential TUPE in writing to the employees and the trade union representatives.

Transfers can create a great deal of uncertainty and anxiety among employees and to ease this communication is important.

Ideally one should be held after the first formal consultation meeting and employees should be told (as far as practicable):

- what is happening
  - about their rights in a transfer situation
  - about any formal consultation which is taking place with trade unions or other representatives
  - about the timetable
  - about processes for keeping them appraised of the situation
  - about the opportunity to raise any personal concerns on an individual basis with Trade Unions.
  - One to one meetings with managers and opportunity to raise any individual concerns
- At least one more should be held shortly before the transfer. It may be appropriate for the new employer and union representatives to attend on this occasion. The briefing should focus on the following matters:
    - the outcome of the consultation process
    - what is happening
    - when the transfer will take place
    - details and information about the new employer
    - reassurance about their future and their terms and conditions of employment
    - confirmation that they will continue to be employed on their existing terms and conditions
    - the new employers attitude to union recognition
    - whether any redundancies are likely to take place post transfer and if so, the process that will be followed
    - confirm if a recruitment freeze is in place
    - exchange of vacant post, consultancy and agency staff data
    - the situation regarding pension rights and if appropriate what arrangements the new employer is going to make to preserve existing pension rights
    - the position regarding discretionary terms of employment and other previous custom and practice
    - reminding individuals of their right to object to the transfer and the outcome of this (i.e. resignation, redeployment etc)

- confirmation that all those affected will receive a letter confirming that the transfer is going ahead
- arrange for the new employer to prepare and send a “welcome” letter to transferred staff

Employees can also be signposted to the [Frequently Asked Questions](#) document

## 7.6 Exchange employee data with the new employer

The Information Commissioner’s Office has produced a Data Protection good practice note – disclosure of employee information under TUPE (on the Information Commissioner’s Office website – add link). Release of any personal information must only be for use in preparing evaluation of assets and liabilities and should be kept confidential, (not revealed to other parties), and all information should be returned or destroyed after a bid has been submitted, or it is decided not to proceed.

All personal employee information that is provided to new contractors or prospective contractors should adhere to the data protection code (part 2 on employment records). Therefore, where information about employees is required, individuals should not be identifiable by names, job titles etc.

Therefore the first stage data supplied should be anonymous.

Consent must be gained from employees before identifiable data can be released to the new or prospective employer. Data should also be checked with employees for accuracy. If employees do not give consent discussions need to be held to understand why and if they are objecting to the transfer or not.

Once the transfer is finalised, full employment records can then be passed over to the new employer. Before passing over personnel files, employees should be advised of this and given the opportunity to check that the information contained within their files is up to date and accurate. Data must be exchanged no later **than 2 weeks before** the transfer date. The transferring employer may face a fine if they fail to disclose data to the new employer.

The new employer should be provided with all the relevant employment details for the transferring employee to enable them to prepare for the employment of the transferring staff and familiarise themselves with the terms and conditions of employment which will transfer with the staff.

Data provided will include:

- Employee number
- Job title
- Date of Birth
- Working location
- Local Government continuous service date
- SBC continuous service date
- Hours of work per week
- Method of payment (i.e. monthly)
- % of time spent working on activities which are being TUPE'd
- Actual annual salary
- Pay scale and point
- Regular car user (Yes or No, if Yes then £)
- Car loan or any other loans
- Regular honoraria or any other payments i.e. first aid.
- Holidays per annum
- Pension member (Yes or No, if Yes then % personal contribution)
- Conditions of Service (i.e. JNC, Soulbury, Teachers etc)
- Disciplinary action which is un-spent
- Details of any grievances in the last 2 years.
- Sickness for the current year
- Work permit status
- Nationality - Do you hold conditions to employment? Yes or No
- DBS/HCP required/status/last cleared
- Details of any known allegations or safeguarding concerns

Documentation we hold for proof of right to work (Asylum and Immigration) must not be passed to the Transferee as this would be a breach of data protection. We need to advise the transferee if anyone who is TUPE'd out would require sponsorship. We must also notify the Home Office that we are no longer sponsoring the employee and that the Transferee has taken over sponsorship. The Transferee must obtain their own copy from all new

employees and comply with specific current requirements under immigration law at the time and set themselves up as Sponsor if required.

## 7.7 **Details of terms and conditions of employment**

It is best practice to provide the new employer with written notification of all the rights and obligations in relation to transferring employees in good time. This includes all terms and conditions (whether express or implied), plus copies of policies and procedures. It should be made clear which are contractual and which are non-contractual.

## 7.8 **TUPE and pensions**

Pensions are an area of concern for employees who are facing a TUPE transfer and the sooner that Pension uncertainties can be resolved the better.

The Transfer of Employment (Pensions Protection) Regulations 2005 provides some protection for pensions in TUPE situations. The regulations state that the new employer must either:

- A) Participate in the Local Government Pension Scheme as an admission body in the Fund in accordance with the provisions of the Local Government Pension Scheme (Administration) Regulations 2008, or
- B) Provide a 'broadly comparable' pension scheme.

If Option A is pursued by the Transferee, this is agreed through an Admission agreement which is a legal document. In effect, the new employer joins the LGPS. The new employer can decide if the pension scheme will be open (available to people joining the transferring team after the transfer) or closed (only available to those people who are members & employees at the time of transfer). The new employer must comply with various administrative requirements and make any payments that are required under the regulations - this may include an annual bond. At the end of the contract, the admission agreement will terminate and a cessation valuation will be completed. If this valuation reveals a deficit the new employer will be expected to make payments to the fund. If it shows a surplus, there are no additional payments and no refund. The service area involved in the transfer out of employees will have to pay a sum for the actuary to produce the report which sets out the level of employer contribution and bond required. Any additional work carried out by the Actuary will result in further charges. In addition, the cost of the pension's team and legal department time is also recharged to the service area. The project team will need to ensure they liaise with the LGPS and other pension representatives providing any relevant information within the timeline.

If Option B is pursued, bidders are required to confirm that they have a current passport which is up-to-date from the Fund Actuary. The new employer is responsible for communicating details of pension provisions to the eligible employees and offering membership of that arrangement on transfer of employment. Relevant employees should be given no longer than 3 months to decide whether or not to accept the transfer of their

fund benefits. This option may need to be referred to the Fund Actuary for them to determine if the scheme is broadly comparable and would incur a charge.

#### 7.9 Pension Process – how does it work as SBC?

- i. As soon as the list of staff is known, this should be sent by the HR project lead, in an excel spreadsheet, to pensions at (e mail address). It may not be known at this stage who the bidders for the contract will be, Pensions will proceed on the basis of admitted body status at this stage until the successful bidder confirms which pension provision they wish to opt for. The spreadsheet must contain name, NI number, and current hours and pay (full time equivalent).
- ii. The HR project lead should obtain required information from the pensions schemes and supply this to the bidders/new employer.
- iii. The HR Business Partner will provide anonymised pension details to the bidders/new employer (see data to be provided to bidders).
- iv. Pensions will load the spreadsheet (step 1 above) into a template for the Fund actuary and submit it to them with pay and membership details for each individual concerned.
- v. The results will be back from the Fund actuary within 2 weeks. The letter from the actuary will confirm the current funding deficit in relation to the group transferring, the new employer contribution rate for the new employer and the indemnity bond level.
- vi. These details will be interpreted first by the Finance project lead and then forwarded to the service letting the contract.
- vii. Once the successful bidder is known, the HR Business Partner should contact pensions with the full name and address of the new employer or, if admitted body status is not to be applied for, the full details of the scheme to be offered by the new employer.
- viii. If admitted body status has been applied for, an admission agreement will be drafted by legal/pensions and forwarded for approval by the new employer, approval of the draft should be returned with a copy of the indemnity bond and the final list of staff transferring.
- ix. If the new employers own scheme is to be used, the Fund actuary will either confirm that it is comparable or if it is not, the level of compensation required to be invested by the new employer to compensate the staff for loss of pension rights.
- x. The final sealed copies of the admission agreement will be signed by the Director of Finance and Resources and copies forwarded for signing to the new employer.

It is essential that a pensions contact is provided & maintained in the event of a TUPE in of employees and that this requirement is included in the TUPE agreement. This requirement should also be included in tendering documents.

## 7.10 **Maintenance**

Personnel files transfer to the Transferee. These are prepared in accordance with the local practice instruction. SBC maintains a master file as if would for any leavers and within this any applicable TUPE correspondence should be kept. The HR Business Partner team should archive the TUPE checklists and correspondence appropriately.

## 7.11 **Liabilities that will transfer to the contractor.**

The Transferor should also be informed of any liabilities that will transfer. Examples of statutory liabilities that will transfer include: unfair dismissal compensation, equal pay claims, sex and race claims, maternity rights claims, disability claims, religion/sexual orientation etc claims, health and safety legislation, past breaches of contract, outstanding expenses, holiday carry-over, outstanding overtime payments, arrears of wages etc. Liabilities for criminal offences will not transfer. It is also good practice to exchange information on financial liabilities such as car loans, further education loans, bicycle loans etc.

## 7.12 **Occupational Health/EAP**

The Occupational Health/EAP provider should be advised of transferring employees to allow for any changes to contract provision that may be required.

## 7.13 **Notify employees with the date of the transfer.**

When arrangements for the transfer are complete, and the date of transfer is confirmed, you should notify employees of the date when their employment with Slough Borough Council will cease, and of the final arrangements. Please refer to the Confirmation of TUPE final letter. [Insert final letter link](#). At this point the Line manager should complete either Leaver Forms or a spreadsheet to notify all concerned within the council.

## **8. Transferring into the Council**

### 8.1 **Establish whether TUPE applies.**

The application of TUPE depends on the particular circumstances of each case. Generally, it will be wise to assume that the regulations apply to any transfer. The principles of TUPE should be applied where staff are being contracted in to the council. This could include situations where a service is contracted back "in house".

### 8.2 **Establish which staff will transfer in.**

It will be Slough Borough Council's duty to take over the contracts of employment of all employees permanently assigned to the section of the external organisation being transferred. In order to comply with this, the organisation which is transferring staff must provide the council with a definitive list of staff who are considered to be affected by the transfer. SBC may need to clarify or challenge the list of staff, if it believes that it does not accurately reflect the business transferring to it.

The transferring organisation should also inform the council if there are any formal objections to the transfer and what the outcome of these objections will be. For example resignation, redeployment within the current employer, etc.

### **8.3 Identify the terms and conditions of the transferring employees**

It will be the council's responsibility to ensure that the new employees are in the same contractual position as they would have been had their employment not transferred. The transferring employer must inform the council of the transferring employee's terms and conditions of employment, and details of any current formal procedures that the employees may be subject to.

It should also be established which of the above are contractual and which are non-contractual.

Once the spreadsheet with details of the transferring employees terms and conditions are available the service area should complete an audit of these to check these can be introduced and to agree a way forward with miscellaneous matters such as accrued untaken holiday, PAYE deductions up to transfer date, expenses claims, pensions, loans, bonuses dependent of transferors profits, share options etc.

The receiving line manager in conjunction with the HRBP team must liaise with ODHR/Agresso to set up the new roles, pay elements etc within the Avarto structure.

It is important to note that the council will inherit any recognition agreements with the trade unions recognised by the old employer at the point of transfer. Any further negotiations which the Transferee has been unable to influence will not be considered as binding on the new employment.

Any role requirements that may need to be verified by the council as part of the transfer should be considered at this stage – such as the need for the council to complete its own DBS checks on transferring staff.

### **8.4 Establish whether there are any liabilities that will transfer**

The old employer must inform SBC if there are any liabilities which may transfer. This could include unfair dismissal claims, equal pay claims, sex and race claims, maternity rights claims, disability claims, religion/sexual orientation etc claims, health and safety legislation, past breaches of contract e.g. arrears of wages etc. However, liabilities for criminal offences will not transfer. It may be prudent to agree sharing the cost of redundancies during the first year.

It may also be appropriate to consider seeking warranties and indemnities from the transferor. Warranties will help to ensure that disclosure of information about the transferring employees is true and accurate and that the transferor has not failed to disclose anything significant or relevant. Indemnities aim to cover any possible liabilities (unfair

dismissal claims, claims for failure to consult etc) arising from transferors acts or omissions pre transfer.

The council's ODHR team/legal services should be contacted for further advice on liabilities, warranties and indemnities.

#### 8.5 **Consult with Union representatives**

The transferring employer is responsible for consulting with their appropriate representatives and stakeholders about the forthcoming transfer. However, it is best practice for the council to check that this is being handled by the transferring organisation as liability could transfer. It is good practice to build relationships with transferring employees and their representatives to help understand any concerns.

It may also be appropriate for the receiving line manager to become involved in the consultation meetings which should be led by the transferring employer. The purpose of this would be to respond to any queries about the council or the implementation of the transfer.

#### 8.6 **Measures**

The council will also be required to inform the existing employer of any measures that will be taken in connection with the transfer that will affect employees so that the transferring employer can comply with their obligation to consult their representatives in this regard. "Measures" means any change that is to be brought about as a result of the transfer; i.e. pensions arrangements, reorganisation, working patterns, pay arrangements etc.

The council should also consult with its own representatives, in particular where the transfer may impact on existing SBC employees.

#### 8.7 **Consult with employees**

The transferring employer is responsible for consulting and informing affected employees of the transfer. However, as above, it is best practice for the council to check that this is being handled by the transferring organisation as otherwise liability could transfer.

It may also be appropriate for the council to become jointly involved in the employee consultation meetings (which should be led by the transferring employer). The purpose of this would be to introduce the council as the future employer and to respond to any queries about the council or the implementation of the transfer.

The council should consider holding one-to-one and group meetings with employees to understand any concerns and to start to build a relationship. These meetings can be used to commence gathering personal details e.g. completing DBS applications, checking passports, band details etc.

As above, the council will also be required to inform the transferring employer of any measures that will be taken in connection with the transfer that will affect employees so that the transferring employer can consult accordingly.

Existing employees of the council should also be informed of the transfer in of additional staff and the provisions made to accommodate them.

#### **8.8 Receive employee data from the Transferring employer**

The transferring employer must provide the council with contractual, and supporting, information relevant to all the new staff who will be transferring to the council. This should include payroll information. In addition they should provide contact details for HR in the transferring company.

#### **8.9 Occupational Health/EAP**

The Occupational Health/EAP provider should be advised of transferring employees to allow for any changes to contract provision that may be required.

#### **8.10 Confirm the transfer**

The transferring employer will be responsible for confirming the details of the transfer to affected staff and their representatives. It is important that the council checks the eligibility of transferring employees to live and work in the UK, passport, driving licences, CRB checks etc. Failure to check the eligibility to live and work in the UK could result in a fine of £10k and the council being found liable.

Any employee joining SBC who comes into the Points Based System must have their identification logged with the UK Border Agency Sponsor Management System within 28 days of TUPE.

Employees who hold conditions to their leave to remain should be sent an appropriate letter which engages them in the responsibility process of keeping their records up to date.

CRB checks are currently non transferable. It is the receiving organisations responsibility to carry out this check, as with any new employee.

#### **8.9 Induct transferring employees**

On commencement of employment the transferred employees should receive the relevant induction process including the Corporate Induction. Consideration should be given to team-building events and training and development needs.

## Useful Contacts

Organisation	Website Address	Type of Information Available
Dept for Business Innovation and Skills (formerly DTI, BERR)	<a href="http://www.berr.gov.uk/files/file20761.pdf">http://www.berr.gov.uk/files/file20761.pdf</a>	A guide to the 2006 TUPE regulations for employers, employees and representatives.
Office of Public Sector Information	<a href="http://www.legislation.gov.uk/uksi/2006/246/contents/made">http://www.legislation.gov.uk/uksi/2006/246/contents/made</a>	Statutory instruments
Office of the Deputy Prime Minister	<a href="http://www.communities.gov.uk/documents/localgovernment/pdf/134855.pdf">http://www.communities.gov.uk/documents/localgovernment/pdf/134855.pdf</a>	ODPM Code of Practice on Workforce Matters in Public Sector Service Contracts (rescinded 23 March 2011, but still applies to contracts in force at that date)
Local Government Employers	<a href="http://www.lge.gov.uk/lge/core/page.do?pageId=119741">http://www.lge.gov.uk/lge/core/page.do?pageId=119741</a>	HR implications of procurement in local government.
Information Officer (Data Protection)	<a href="http://www.ico.gov.uk/upload/documents/library/data_protection/practical_application/gpn_disclosure_employee_info_tupe_v1.0.pdf">http://www.ico.gov.uk/upload/documents/library/data_protection/practical_application/gpn_disclosure_employee_info_tupe_v1.0.pdf</a>	Guidance on data protection in relation to TUPE.
United Kingdom Border Agency – Immigration Asylum & Nationality Act 2006	<a href="http://www.ukba.homeoffice.gov.uk/employers/">http://www.ukba.homeoffice.gov.uk/employers/</a> <a href="http://www.ukba.homeoffice.gov.uk/workingintheurk/">http://www.ukba.homeoffice.gov.uk/workingintheurk/</a>	Guidance and information on the Law, sponsorship and affected nationalities

## Frequently Asked Questions for Employees Transferring out

	QUESTION	ANSWER
1	<b>What is TUPE?</b>	<p>TUPE is the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). They implement the European Community Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC).</p> <p>The TUPE Regulations ensure that employees' terms and conditions are preserved when a business or undertaking, or part of one, is transferred to a new employer.</p> <p>The Government has agreed that the transfer of employees from Councils to a new employer will act as a transfer governed by the provisions of the TUPE Regulations.</p>
2	<b>When does TUPE apply?</b>	<p>Subject to certain qualifying conditions, the Regulations apply:</p> <ul style="list-style-type: none"> <li>a) when a business or undertaking, or part of one, is transferred to a new employer, or</li> <li>b) when a 'service provision change' takes place (for example, where a contractor takes on a contract to provide a service for a client from another contractor)</li> </ul> <p>These two circumstances are jointly categorised as 'relevant transfers'.</p>
3	<b>How are transfers from the public sector to the private sector treated?</b>	<p>These are covered by the regulations in just the same way as transfers between private sector employers.</p>

4	<b>I have heard of the terms transferor and transferee – please can you explain who these are?</b>	The transferor is the 'old' employer and the transferee is the new employer i.e. the company that wins the contract for services.
5	<b>Under the TUPE Regulations what actually transfers to the new employer?</b>	All obligations in relation to employees which were the responsibility of the transferor become the responsibility of the transferee who is said to 'step into the shoes' of the transferor. Consequently all existing contractual terms whether expressed or implied and including terms incorporated from a collective agreement will transfer. Collective agreements in place at time of transfer will be honoured for duration of contract.
6	<b>Does TUPE apply to all employees?</b>	Yes, the TUPE regulations apply to full-time and part-time employees as well as those employed on fixed-term contracts of employment, provided their contracts extend beyond the date of transfer. It does not apply to agency staff though as they do not have a contract of employment.  Employees whose substantive post is in the transferring area, but who are on secondment to another part of the organisation will also transfer.  Seconded into the organisation affected by the transfer are not generally included in TUPE as their substantive post is elsewhere in the Council.
7	<b>Can the new employer choose who transfers?</b>	No, only employees who are employed in the undertaking or service being transferred can be transferred under TUPE.  Employees absent from work, for example, those on long term sick leave or maternity leave, are included. Employees whose substantive post is in the transferring area, but who are on secondment to another part of the organisation will also

		<p>transfer.</p> <p>Secondees into the organisation affected by the transfer are not generally included in TUPE as their substantive post is elsewhere in the Council.</p> <p>Employees who work across two or more areas are less clear cut. The Council will work with employees in this situation to understand how much of their role relates to the affected area being transferred. The impact of their role will also be taken into consideration. However, in general if the majority of their work is transferring then the employee too will transfer.</p> <p>The Council will determine those affected and consult with the 'appropriate representatives' at the earliest opportunity.</p>
8	<p><b>I am about to go on maternity leave knowing that a TUPE transfer is likely to occur while I am absent. What will happen to me?</b></p>	<p>The fact that an employee may already be on maternity leave prior to and/or at the time of transfer makes no difference to their maternity rights. Clearly if you are affected by the transfer you will be informed at the same time as your colleagues. However, if you are unable to attend a face to face meeting, your manager will agree with you to consult by telephone or in writing and/or for a representative to attend any meetings on your behalf.</p>
9	<p><b>I am on maternity leave and a TUPE transfer is underway/has happened. What will happen to my pay?</b></p>	<p>The employee will be entitled to the same contractual maternity pay, had she continued to be employed by the transferor. Any remaining Statutory Maternity Pay and/or Occupational Maternity Pay will be paid by the new employer.</p>
10	<p><b>I am on long term sick leave and have been notified of a TUPE transfer. What will happen to my sick pay entitlements?</b></p>	<p>The employee will be entitled to the same amount of statutory and occupational sick pay, as if they have continued to be employed by the transferor. Any statutory sick pay and any remaining occupational sick pay will be paid by the new employer.</p>

11	<b>What happens to me if I am transferred to another employer under TUPE?</b>	When TUPE applies to the transfer of a team's work, it means that the contracts of employment of all staff employed within that area – that is your terms and conditions of service at the date of transfer - are automatically transferred to the new employer.
12	<b>What protections do employees have under TUPE?</b>	<p>The effect of a TUPE transfer is that transferred employees retain all the rights and obligations existing under their contract of employment with the previous employer and these are transferred to the new employer.</p> <p>This means that their previous terms and conditions of employment carry over to the new employer. The main exception to this rule concerns the treatment of occupational pensions (covered separately below).</p> <p>Accordingly, contractual terms and conditions of employment including the principles of pay are preserved by TUPE e.g pay dates. With regard to annual salary increases, the principle contractual terms apply. Please note that where the Transferee has not had the opportunity to influence any collective agreement negotiations relating to pay awards these will not be considered binding and will therefore not automatically transfer.</p> <p>Liabilities also transfer. This may include for example outstanding holiday and loans.</p>
13	<b>Is continuity of employment broken by a TUPE transfer?</b>	No. An employee's period of continuous employment is not broken by a TUPE transfer and, for the purposes of calculating entitlement to statutory employment rights, the date on which the period of continuous employment started would usually be the date on which the employee started work with the old employer. If there has been a previous TUPE transfer this date may be earlier. After a transfer it is as if the employees had always been employed by the new employer.

14	<b>What happens to the service I've built up with the Council at the date of transfer?</b>	The transfer does not break your service or your continuous employment. The date your continuous employment started with the Council; is the one on which any entitlement to statutory employment rights will continue to be based.
15	<b>Will my continuity of service be maintained if I return to Local Government?</b>	<p>Where an employee returns to Local Government as part of a TUPE transfer without a break between employments, all previous continuous service will be recognised for the purposes of calculation of entitlements to annual leave, and occupational sick pay. This is subject to the return of the original employer being within five years of the original transfer.</p> <p>If the employee returns voluntarily to local government, service continuity is broken.</p>
16	<b>What terms and conditions are likely to transfer?</b>	<p>The new employer is obliged to honour your contract of employment, which means that they must maintain your existing pay and conditions of service. Examples of Terms and Conditions likely to transfer are:</p> <ul style="list-style-type: none"> <li>• Existing pay, method of payment and pay review date</li> <li>• Hours of work</li> <li>• Employment protection rights e.g. unfair dismissal, and redundancy rights</li> <li>• Annual leave entitlement and pay</li> <li>• Sick pay and sick leave entitlements</li> <li>• Statutory and contractual redundancy and severance entitlements</li> <li>• Collective agreements</li> <li>• Contractual benefits</li> <li>• Mobility and flexibility terms</li> <li>• Contractual personnel procedures/policies</li> <li>• Individual personnel files including disciplinary records and current formal warnings</li> <li>• Notice provisions</li> </ul>

		<ul style="list-style-type: none"> <li>• Continuity of service (for purposes of calculating annual leave, sickness and redundancy calculations)</li> <li>• Mileage Rates</li> </ul>
<b>17</b>	<b>Will any terms and conditions not transfer?</b>	<p>There are some terms and conditions that won't be included in a TUPE transfer. These include things such as car parking, discounts with local organisations,</p> <p>With regard to annual salary increases, the principle contractual terms apply. Please note that where the Transferee has not had the opportunity to influence any collective agreement negotiations relating to pay awards these will not be considered binding and will therefore not automatically transfer.</p>
<b>18</b>	<b>Will the reimbursement of professional fees be covered under TUPE?</b>	Yes, if currently reimbursed.
<b>19</b>	<b>Will the new organisation issue me with a new contract of employment?</b>	There is no need for the new organisation to issue a new contract on transfer. However, it is normal practice for the new organisation to write to confirm that they are the new employer.
<b>20</b>	<b>So, if I transferred under TUPE, I would take all my terms and conditions of service with me?</b>	There is one exception; your pension rights are not transferred. However, the Government requires the Council to ensure your new employer provides access to a broadly comparable occupational pension scheme for your future service.

21	<b>What happens to my SBC pension?</b>	<p>Pensions are not currently included in TUPE provisions. However, the Council is committed to following the Office of the Deputy Prime Minister (ODPM) guidance on best value practice on workforce matters in local authority service contracts.</p> <p>The Statement of Practice 'Staff Transfers in the Public Sector' issued by the Cabinet Office in January 2000 and the Annex to it, 'A fair Deal for Staff Pensions' require that pension provision for public sector employees on a TUPE transfer must be protected in one of two ways:-</p> <ul style="list-style-type: none"> <li>• The transferee employer should become an admission body of the Local Government Pension Scheme; or</li> <li>• By the transferee employer offering such employees membership of an alternative pension scheme which is certified as 'broadly comparable' by the Government Actuaries Department (GAD).</li> </ul> <p>In a tendering process, the Council can express a preference for admitted body status, but cannot state that this is a requirement as this may restrict which bidders can meet this criteria and may not ensure the best overall deal for the Council.</p>
22	<b>If the transferee becomes an admitted body of the LGPS what will this mean to my pension?</b>	<p>Your membership of the LGPS continues. Employers have a few areas where they can express discretion over how the LGPS operates for their employees but this has little affect on the day to day administration of the pension.</p>
23	<b>What if the transferee has a 'broadly comparable' pension scheme?</b>	<p>Without knowing the details of such a scheme it is impossible to comment.</p> <p>When you are TUPE'd to another organisation the Council provides you with a 'deferred pensions benefit' this means that your pension is put on hold</p>

		<p>with your lump sum and other benefits, it will then increase according to the Retail Price Index (RPI) each year, until either you, transfer your pension to another organisations pension scheme or you retire and make a claim on your pension. The pension will not follow you to a new organisation unless it is transferred and it will cease as a final salary pension at the point of TUPE.</p>
24	<p><b>Can my terms and conditions of service be changed once I have transferred to the new employer?</b></p>	<p>The new employer is obliged to honour your contract of employment, which means that they must maintain your existing pay and conditions of service. However, they can alter them so far (but only so far) as they could have been altered by the Council (for example, changes to pay and annual leave negotiated with your representatives and/or changes to your job description on which you have been fully consulted).</p>
25	<p><b>Will terms and conditions be harmonised?</b></p>	<p>In general, only agreed changes, which would have occurred, even if the transfer had not taken place, are allowed. All employers have a duty to consult on changes they wish to make. An employee has the same right to object to unilateral contractual changes after the transfer as he or she had before it.</p> <p>The TUPE Regulations place limitations on the ability of the new employer to vary terms and conditions following transfer. Essentially the new employer cannot worsen the terms and conditions of transferring employees unless they can demonstrate that there is an economic, technical or organisational (ETO) reason. Government guidance and recent case law suggests that worsening an employee's contract for the purpose of achieving post-transfer harmonisation cannot be justified by an ETO reason.</p>

26	<b>Is there a time limit or period after which TUPE terms are no longer valid?</b>	No, a TUPE transfer will transfer you to a new organisation on the terms that are beneficial and agreed by all parties. They form your terms and conditions of employment and should not change without your prior agreement.
27	<b>After a period of time, can a new employer change the terms and conditions of employment by using methods such as 'the consultation' process themselves?</b>	Yes they can, but they cannot make any changes to your terms and conditions of employment that would place you at a disadvantage to other staff in the organisation. Similarly, they cannot make any changes to your terms and conditions of employment that you have not agreed to or are in agreement with, and they must also prove that any changes are not as a result of, or related to, the TUPE transfer.
28	<b>What if the new employer dismisses me rather than employing me?</b>	TUPE gives enhanced rights to employees who are dismissed before, or after, the transfer. Such dismissals would be automatically unfair unless they can be shown to have been either unconnected with the transfer or for a genuine economic, technical, or organisational reason (sometimes referred to as an ETO reason) entailing changes in the workforce e.g. redundancies, and the employer is acting "reasonably" in treating that reason as sufficient to justify a dismissal. If your new employer does dismiss you for one of these reasons, they must give you contractual notice, or pay in lieu of it, and pay you redundancy compensation.
29	<b>What if I don't want to transfer?</b>	The regulations allow for someone to opt out of the transfer by informing either your line manager or your proposed new employer. You should note, however, that this is likely to mean that you will be treated as if you had resigned, not as if you had been dismissed. There is no redundancy situation and therefore there is no entitlement to any redundancy payment.
30	<b>Why can't I be made redundant if my job with my current employer no longer exists?</b>	Your job still exists – it has simply transferred to a new employer – therefore you are not redundant.

31	<b>Will trade union recognition agreements transfer?</b>	Where the transferring employer recognises an independent trade union in respect of employees who are transferring to a new employer, the new employer would usually inherit any recognition agreements in place between the transferring employer and the recognised trade union.
32	<b>Will the sickness records of individuals and other personnel information be passed to the new employer?</b>	<p>Yes, sickness records will be passed to the new employer but only those relevant for current occupational sick pay and statutory sick pay purposes. Other personnel records, which relate to the contract of employment, will also transfer. These will include:</p> <ul style="list-style-type: none"> <li>• Personal details, e.g. age, length of service, next of kin information, pay details</li> <li>• Offer letter</li> <li>• Statement of written particulars</li> <li>• Job Title and job description</li> <li>• Relevant training records</li> <li>• Accident report forms</li> <li>• Leave sheet to ensure retention of any carry forward</li> <li>• Eye test letter</li> </ul>
33	<b>What about any claims I have against my existing employer?</b>	Any pre-existing claims which the transferring employees have against the Council would also transfer with the employees to the new employer. Any liability for a dismissal which was for a transfer-connected reason would transfer. Any claims for personal injury, any employment tribunal claims, common law claims (and indeed most claims) transfer also.
34	<b>How and what will I be told about the transfer?</b>	<p>Under the TUPE regulations there is a statutory duty imposed on the old employer to consult and inform the 'appropriate representatives' of all employees who are affected by the transfer, prior to the transfer taking place. The process of consultation with representatives must be undertaken with a view to reaching agreement on the proposal.</p> <p>The Council will tell you and your trade union or</p>

		<p>elected representatives:</p> <ul style="list-style-type: none"> <li>• That a transfer is being considered and why it is being considered</li> <li>• The approximate date of transfer</li> <li>• Which group/individuals are proposed to transfer</li> <li>• About the legal, economic and social implications of the transfer</li> <li>• That your terms and conditions of service will transfer to the new employer (TUPE applies)</li> <li>• What differences, if any, it will make to you – changes in pensions etc</li> <li>• Whether you will be moving to new premises to work for the new employer etc</li> <li>• About any measures to be taken in connection with the transfer which will affect you</li> <li>• About any measures likely to be taken by the new employer that will affect you.</li> <li>• About numbers of agency workers engaged by the Council; the areas they work in and types of work they do.</li> </ul>
35	<p><b>How much notice will I be given of a TUPE transfer to a new employer?</b></p>	<p>There is no legal requirement for a minimum consultation period. However, the Council has agreed a minimum consultation period of 30 calendar days with recognised unions. In most cases though this period will be considerably longer.</p> <p>There is no requirement to give notice of the termination of an individual's contract as the contract is continuing with the new employer.</p> <p>However, the Council will give as much notice as possible of any forthcoming TUPE situation.</p>

36	<b>I was TUPE transferred into SBC and now wish to apply for a secondment opportunity within SBC. Will I remain on my current i.e. my TUPE protected terms and conditions or will SBC terms and conditions apply?</b>	SBC terms and conditions would apply during the secondment period. This should be confirmed to you in writing in advance of you accepting the secondment opportunity.
37	<b>Upon my return to my substantive post at the end of my secondment, would I remain on the SBC terms and conditions which applied during the secondment period?</b>	At the end of the secondment period, you would revert back to your substantive post and your TUPE protected terms and conditions would apply.
38	<b>What happens if the TUPE transfer means that I will be relocated to new offices that are further away from my home?</b>	The new location must be communicated to employees as part of the information/ consultation process. In the situation where the change in location may be deemed to be a substantial change to the employee's detriment then the transferor will look to begin a redundancy consultation process with the employees that object to the new location. A 'substantial change' would be if the new office location means that the employee's journey would be a lot longer, more difficult or expensive.
39	<b>Who can I contact if I have any further questions about TUPE?</b>	<p>We appreciate that this period of major change can be very unsettling for some staff and you may require further support. In the first instance please speak to your line manager.</p> <p>If you are a member of a trade Union then you can also speak to them about your concerns.</p> <p>You may also wish to contact the Employee Assistance Programme if you wish to speak to someone independent of SBC.</p>
40	<b>Where can I find out more information about TUPE?</b>	<p>To find out more about TUPE please see the BERR website (Department for Business, Enterprise and regulatory Reform formerly the Department for Trade and Industry) <a href="http://www.bis.gov.uk/">http://www.bis.gov.uk/</a></p> <p>You may also want to have a look at the ACAS website <a href="http://www.acas.org.uk/">http://www.acas.org.uk/</a></p>

## Organisational Change Toolkit

### Appendix G: Organisational Change and Redundancy Checklist

This checklist should be used to help ensure that organisational change is managed professionally and consistently whilst minimising the risk to the Council.

Who	Before consultation commences:	Tick Complete	Date
Manager	Familiarise yourself with the following guidance <ul style="list-style-type: none"> <li>• Organisational Change Policy</li> <li>• Redundancy Procedure</li> <li>• Redeployment Policy</li> <li>• Job Evaluation Scheme</li> </ul>		
Manager	Engage with your employees through informal consultation – seek views on proposals and consider other options that may be suggested and any other feedback. Develop a project plan and a business case for proposed changes. Include financial analysis and costs of changes. E.g. increase in job grades, redundancy costs, pension strain. Liase with HR and Finance representatives. Complete an Equality Impact Assessment. <b>Note</b> – when setting out timeframe and confirming date for implementation do not underestimate the time and resource that will be required including support from other services. E.g. progressing job evaluations.		
HR	Calculate redundancy sum and apply for retirement and pension calculations for affected employees.		
Manager	Seek appropriate authorisation before proceeding with your reorganisation. The business case to be presented in the consultation must be endorsed by CMT.		
Manager	Draft new job descriptions. Ensure all new posts or altered posts are graded through the job evaluation process. Ensure current job descriptions to be used in a job matching process are current and reflective of the potholder’s duties.		

Manager/HR	Determine which employees/posts are likely to be affected due to the reorganisation and the likely impact. Complete job matching process and decision matrix.		
Manager/HR	Design and consult with Trades Unions the selection process that will be applied if required.		
Manager	Develop a consultation paper to include proposed changes, business case, and revised structure chart, job descriptions, person specifications etc. Liase with HR representatives.		
Manager	Ensure the minimum consultation period of 30 days is met.		
HR	Issue HR1 form to BIS if proposals are for 20 or more redundancies and copy to Trade Unions.		
HR	Issue 'Section 188' letter to Trade Unions if more than 20 redundancies. NOTE – this does not include the dismissal of FTC workers.		
Manager	Notify employees of potential redundancy situation (including absent employees). Advise employees, Trade Union Representatives of the date of the first group consultation meeting at least 5 working days before.		
Manager	Issue Consultation paper to affected employees (including absent employees). Write to affected employees to advise if they are at risk of redundancy and/or the impact of the proposed changes e.g. ring-fenced or restricted competition to apply and include estimated severance sums if possible/applicable. Where possible meet with employees at risk of redundancy individually before group consultation to give them some time to absorb the information and be prepared. Publish consultation paper on Insite.		
	<b>During consultation:</b>		
Manager/HR	Hold first group consultation meeting.		
Manager	Set up and hold regular one to one individual meetings with directly affected employees and those who request it during the consultation period.		
Manager	Issue redundancy, retirement and pension calculations to affected employees if not already actioned.		
Manager	Seek expressions of interest for Voluntary Redundancy.		
Manager with HR	Carefully consider any counter proposals from employees.		

	<b>After the End of Consultation:</b>		
Manager/HR	Consider any job matching appeals and confirm outcome to employee.		
Manager	Once all responses have been considered circulate an end of consultation report to employees (including absent employees), Trade Union. Publish on Insite.		
Manager/HR	Arrange and hold end of consultation meetings for employees who remain at risk of redundancy. Provide 5 days notice of meeting.		
Manager	Confirm outcome in writing to affected employees: <ul style="list-style-type: none"> <li>• VR has been accepted/not accepted</li> <li>• They will be appointed/assimilated into a post in the new structure</li> <li>• Give notice of redundancy</li> </ul>		
Manager/HR	Hold selection process as required.		
Manager	Issue letters of assimilation/appointment/redundancy to all affected employees.		
HR	Arrange for Appeals Panel to address any appeals against redundancy and issue a notification of appeals meeting.		
Appeals Panel	Confirm redundancy appeal meeting decisions.		
Manager	Ensure any employees who have been issued notice of redundancy are placed on the Redeployment Register and have completed a redeployment skills profile form.		
Manager/HR	Confirm new structure and implementation date to HR and arrange for any contract amendments/transactional work to be completed by Arvato.		
Manager	Review success of changes against targets, aims and objectives - continuous		

Flowchart to be inserted

## Organisational Change Toolkit

### Appendix H: Individual Consultation Guidance

Individual consultation must take place whatever the size of the proposed redundancy. Meetings will be conducted by the Manager leading the change with support from the HRBP/team.

Managers should acknowledge that this is likely to be a difficult process for the employee. The primary purpose of the individual meetings will be to give the employee the opportunity to meet confidentially on a one to one basis to discuss their individual circumstances. In addition, to make sure that any views the employee has on alternatives to redundancy are explored.

The meeting should include the following:

- confirmation of receipt of consultation documents and to ensure the documents are understood. i.e. in terms of the process and how to respond to the consultation process etc.
- the severance payments in the event that the redundancy is confirmed. Give the employee the opportunity of putting any alternative.
- ideas on how the redundancy situation could be avoided. Explain how the redeployment process will work, i.e. completion of Redeployment Skills Profile Forms, vacancy bulletins.
- that employees are encouraged to use the confidential employee counselling service on an individual basis. Explore what other help may be provided to the employee to assist them. Advise that consultation is a two way process and that other meetings as necessary can be arranged to explore all relevant areas.

Notes should be taken of the meeting and any agreed actions.

## Organisational Change Toolkit

### Appendix I: Local Government Modification Order

#### Offer of a new job with a modification order body

If the Council gives the employee notice of redundancy and before the dismissal takes effect the employee accepts an offer of employment from another body specified in Part II of Schedule 2 of the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999, the individual will lose entitlement to a redundancy payment.

This only applies where the relevant body makes the offer of a new job before the end of the old contract and the employment starts within the four weeks after the date of redundancy.

The Council requires written confirmation from the employee that they will not be taking up any other employment covered by the Modification Order within four weeks after the date of redundancy.

**Note:** under s.146 of the ERA if the contract ends on a Friday, Saturday or Sunday, it is treated as ending on the Monday of the next week.

#### Bodies listed under the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999

The Modification Order originated in 1983. It has been amended on numerous occasions and was reorganised and re-issued in 1999 as The *Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order 1999*. This has also been amended a number of times since by amending regulations and by selective primary legislation.

This list is split into two parts. Part I (Schedule I of the Modification Order) lists bodies which in the main continue to exist. Part II (Schedule 2, Part II of the Modification Order) includes all of the bodies in Part I (see section 1) plus a number of further bodies (sections 2-9) which are no longer in existence.

Bodies listed in Part I must take into account continuous service with bodies listed in Part II when calculating entitlement to redundancy payments.

The bodies listed in sections 2-9 of Part II which still exist are not bound by the Modification Order.

Please refer to [\(insert link\)](#) for the list of the bodies covered by the RMO.

**LGA's Modification Order guidance** [http://www.local.gov.uk/web/guest/employment-relations/-/journal\\_content/56/10171/3738844/ARTICLE-TEMPLATE](http://www.local.gov.uk/web/guest/employment-relations/-/journal_content/56/10171/3738844/ARTICLE-TEMPLATE)

**Organisational Change Toolkit**

**Appendix J: Approval for Business Case for Organisational Change**

**Approval for Business Case for Organisational Change**

<b>Directorate/ Service Area</b>	
<b>Director:</b>	
<b>Date:</b>	

<b>Finance Sign off and Comment</b>	
This section should confirm that budget provision exists for the proposals	
<b>Signed Finance</b>	<b>Date</b>

<b>HR Sign off and Comments</b>	
This section should confirm that implications around structure(s), equity, job evaluation and overall organisational design have been considered, that employees have had the opportunity to provide feedback through informal consultation, how changes will be monitored and reviewed to assess if the purpose/targets/aims of the change has been achieved.	
<b>Signed HR</b>	<b>Date</b>

**CMT sign off and Comments**

This section should confirm that the proposals are in line with strategic intent and will support the delivery of the Corporate Plan, Wellbeing strategy and overall 'One Council' direction

--	--

**Signed**

**Date**

--	--

## Organisational Change Toolkit

### Appendix K: Equality Impact Assessment Template

Directorate:

Section responsible:

Officers responsible for Screening:

Date of Screening:

Subject matter:

#### **NOTE**

**This Equalities Impact Initial Screening is a draft version based upon an assessment of impacts on employees at the start of the consultation process. Throughout the consultation process employees are able to respond with any queries and can raise any concerns about equalities impacts. These will be looked at thoroughly before any final decisions are made.**

**Managers are reminded of the statutory rights and protections (Equality Act 2010) in relation to pregnant employees or those on maternity leave.**

#### **Reason for the reorganisation**

#### **Consultation and opportunities to influence the proposal**

#### **Communication with staff**

#### **Communication with affected staff**

**Ongoing communication with staff**

**Responses to the consultation**

**Baseline data from equalities monitoring of existing staff**

Staff numbers	Total	
Gender	Male	
	Female	
<b>Ethnicity Breakdown</b>	Total	
<b>White</b>		
British		
Irish		
Any Other White Background		
<b>Mixed</b>		
White & Black Caribbean		
White & Black African		
White & Asian		
Any Other Mixed Background		
<b>Asian or Asian British</b>		
Indian		
Pakistani		

Bangladeshi		
Sikh		
Any Other Asian Background		
<b>Black or Black British</b>		
Caribbean		
African		
Any Other Black Background		
<b>Chinese or Other Ethnic Group</b>		
Chinese		
Other Ethnic Group		
Non Disclosure		
Blanks		
Disability		
	Yes	
	No	
	Not stated	

**Classification of the effects on staff of the restructuring proposals**

The effect on staff of the restructuring proposals can be classified as minor or significant. A **minor effect** on a staff member would be a change in line management, a change in job title or a change in number of direct reports or scope of management within the general constraints of the individual's substantive role. Deletion of an existing post but directly matching to a broadly similar post (matching requires 70% JD match) is also considered to constitute a minor effect.

A **significant impact** would be the deletion of a substantive post without being matched to an alternative post in the new structure or being ring fenced or prior considered for a competitive interview where the number of similar posts proposed is less than the number of substantive post holders.

**Mitigating the effects on staff**

As mentioned above, throughout the consultation period all affected staff will be offered 1-2-1 meetings at which they can seek clarification of the process to be followed, the appeals process or options for redeployment. In accordance with the adopted policy of the Council all staff who are displaced and without an identified post on the proposed structure will be guided through the redeployment process and provided with assistance to access vacant posts likely to be of interest following an assessment of the skills match questionnaire.

Additionally staff will always be reminded that they have access to the Occupational Health employee counselling service should they consider it beneficial.

**Assessment of Impact**

The assessment of the impact on staff is based upon the details available at this time, i.e. the commencement of the consultation phase. The categorisation of adversely affected staff may change following the conclusion of the consultation as staff exercise their right of appeal against the matching and prior consideration proposals.

		Minor Impact	Significant Impact	Neutral Impact	Reason
Gender	Women				
	Men				
Race	African				
	Black British				
	Black African				
	Caribbean				
	English				
	Indian				
	Pakistani				

	Polish				
	White & Asian				
	White & Black African				
	White & Black Caribbean				
	White British				
	Other White Background				
	Other Asian Background				
	Other Mixed Background				
	Sikh				
Disability	Yes				
	No				
	Not Stated				

## Organisational Change Toolkit

### Appendix L: Job matching decision matrix

**Organisational change programme:**

**Job matching panel members:**

**Date of matching panel:**

**Job title of new post:**

**Job title of current/existing post (where applicable):**

*Note – must be up to date and current JD that is compared with the new post*

Criteria	2	1	0	Notes
Overall Purpose				
Main duties/ responsibilities				
Size of Post £ people/assets				
Status (Grade)				
Skills/Expeience/Competencies				
Overall score (7/10 plus is a match)				
Does restricted competition apply?				

**This form lists details of all existing posts compared with new post, and decision re matching**

<b>Post Title</b>	
-------------------	--

<b>Post No:</b>		<b>Level</b>	
-----------------	--	--------------	--

**Attached:    New Job Description** YES / NO

**POTENTIAL COMPARISONS** (From Outgoing Structure):

Name	Post Title	Level	JD Attached	PS Attached	Matched	Not Matched	Restricted competition

**Any secondment/acting up employees in post for 12 months plus – consider for restricted competition. See Organisational Change Policy.**





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## SECONDMENT POLICY AND PROCEDURE



Policy Schedule		
Policy owner and lead	ODHR: HR Policy Manager	
Consultation	CCF	Dec 2017
	Employee engagement forum	Sept 2017
	Disability forum	Sept 2017
	Trade Unions	Sept 2017
Approving body	Employment & Appeals Committee	
Date of approval		
Date of implementation		
Version number	Version 6 (Oct 2017)	
Related documents	Recruitment and Selection Policy	
Review interval	Three yearly (January 2020)	

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3. Purpose of secondment/acting up	3
4. Duration of secondment	4
5. Salary during secondment and Acting Up	4
6. Funding and authorisation	5
7. Recruitment and selection	6
8. Secondment arrangements and confirmation	6
9. Maintaining contact	6
10. Returning to the substantive position	7
11. Secondment becomes permanent	7

## **1. Introduction**

1.1 This procedure should be read in conjunction with the Recruitment and Selection Policy

### **Secondments**

1.2 Secondments are a temporary placement or a temporary 'loan' of an employee to other duties, responsibilities or projects. They provide a development opportunity for the individual involved and a means of advancing their career. Secondments also increase the skills base of the council by promoting flexibility, strengthening relationships and sharing skills and knowledge across the council.

1.3 The purpose of secondments is to provide personal development for the employee that is designed to be brought back into the section/team. Secondments are usually short term and allow the employee to develop new skills and abilities.

1.4 To avoid misunderstanding, and to ensure the success of the scheme, each secondment opportunity must be carefully chosen and clearly specified. All parties involved must be clear about the benefits that will be derived from the placement and the objectives must relate to the wider goals of the council, as well as the employee's development plan. The details of the placement must be agreed, put in writing, and attached to the secondment agreement.

### **Secondment to higher graded post/undertaking more senior work – "Acting Up"**

1.5 "Acting up" into a post arises when an employee is temporarily seconded and undertakes full or part time duties of a higher graded post/undertakes more senior responsibilities and duties for a consecutive period of at least 4 weeks. In this situation it may be appropriate to pay an "acting up" payment. See section 5 below.

## **2. Scope**

2.1 This procedure applies to all employees of the council including those on part time or fixed term contracts. This procedure does not apply to agency workers.

2.2 Employees with less than one year's service in their current position would not normally be considered for secondment/acting up opportunities.

## **3. Purpose of secondments**

3.1 Secondment opportunities may be full or part time and can arise for a variety of reasons such as:

- To carry out specific project work
- To cover maternity/adoption/shared parental leave
- To cover long term sick leave
- To fill a post temporarily pending permanent recruitment

- Directorate is being restructured and there is a requirement for someone to undertake responsibilities of the higher graded post in order to deliver the service temporarily

- 3.2 Internal secondments may offer a sideways move (where an employee moves from their substantive post to one on a same grade in another area) or the opportunity work at higher level (where the employee moves to a role that is a higher salary level)
- 3.3 External secondments are where an employee moves to a partner organisation. In these circumstances the council remains the employer and the employee will continue to be subject to the council's policies and procedures. External secondments are usually subject to cross charging in order to reimburse the remuneration and on costs for the employee.
- 3.4 Incoming secondments are where the council hosts an employee from a partner organisation. In these circumstances the partner organisation remains the employer and the employee will continue to be subject to their policies and procedures.

#### **4. Duration of secondments**

- 4.1 A secondment arrangement is by its nature temporary. The maximum period of a secondment is normally 12 months. The period of secondment must be agreed and clearly defined in the agreement signed by all parties.
- 4.2 In exceptional circumstances it may be possible to extend the period (providing there are clear business reasons for doing so) to ensure that the council continues to use skills and experience effectively and to maintain the development of the employee. Where a secondment may need to be extended, consideration should first be given as to whether the position is a permanent requirement in which case an appropriate recruitment and selection process should take place.
- 4.3 Any extension of a secondment must be discussed between the employee, host and home managers and be approved by the Director. Where a significant extension is requested (i.e. 6 months plus) or the secondment arrangement exceeds 18 months in duration, as a result of multiple extensions, the host manager should liaise with ODHR to determine whether the employee should be offered a permanent or fixed term contract, on the substantive salary grade for the position, as an alternative to extending the secondment. If the employee chooses to accept a fixed term contract, they would need to resign from their substantive post and there would be no right to return to their previous position.

#### **5. Salary during secondment and Acting Up**

- 5.1 It is expected that the majority of secondments will involve individuals transferring temporarily on the same grade and/or that the opportunity will provide for personal and career development. However if the secondment post requires a significant increase in duties and responsibilities and/or is to cover the work of a higher graded post it is usually necessary to pay an "acting up" payment in line with the principles of equal pay. Decisions on payment should be made at the discretion of the line manager and consideration should be given to;

- The nature and complexity of the responsibilities undertaken by the employee and their current spinal point
- Whether the employee is undertaking full or part responsibilities
- If the employee is placed into the post as a development opportunity

- 5.1 Where an “acting up” payment is necessary due to the nature of the secondment, the salary will commence at the bottom of the established salary level for the position being undertaken.
- 5.2 If the employee is not taking on all the duties of the position, the manager should liaise with ODHR to determine the appropriate salary level for the position being undertaken. In this situation an honorarium payment may be made at the completion of the secondment to reflect the partial undertaking of responsibilities of the post.
- 5.3 If the employee is undertaking the role as a development opportunity then there is no additional payment.
- 5.4 Where an “acting up” payment applies it should be paid as an adjustment to the secondee’s monthly pay.
- 5.5 If an employee chooses to be seconded to a position at a lower grade, pay protection will not apply as the employee has voluntarily sought secondment to a post offering a lower rate of pay.

## **6. Funding and authorisation**

- 6.1 When a vacancy arises, managers may consider if there are business benefits to offering the position as a secondment opportunity. Each case will need to be considered on its own merit with consideration of service needs, for example:
- Additional costs such as training
  - Ability to recruit backfill
  - Planned organisational changes/impact on services
- 6.2 It is essential to ensure that secondment funding is in place prior to seconding an employee from their substantive position. The receiving (host) department will be required to meet the costs of the secondment for the full duration.
- 6.3 It is the responsibility of the host Director or their delegated representative to decide if a secondment and any acting up payment arrangement would be appropriate.
- 6.4 Where a manager chooses to backfill the employee on secondment, they must do so on a temporary basis to ensure that there is no increase in establishment when the employee on secondment returns to their substantive position.

## **7. Recruitment and Selection**

- 7.1 Secondment opportunities will usually be open to all employees and advertised internally across the Council. In some circumstances, managers may have employees within their own section that have some of the skills, knowledge and experience for the opportunity. If so, managers will need to consider whether the advertising of the secondment should be restricted to these employees. However, consideration must still be given at this stage as to whether employees from outside the immediate section could benefit from the opportunity. When considering restricted internal advertising, this must be discussed and agreed with your HR Business Partner prior to advertising.
- 7.2 Council selection procedures must be used to recruit to a secondment opportunity. The process adopted will be determined by the nature and level of the secondment. For example, some posts may require a DBS check.
- 7.3 An employee applying for a secondment needs to have obtained the agreement of their manager prior to submitting an application. There will be a presumption in favour of allowing secondments unless there are compelling operational constraints that override this.
- 7.4 The line manager should respond to the request in writing, within 5 working days, providing the clear work based reason(s) for a refusal. Where a refusal is given the home manager should consider future and alternative development opportunities for the employee.

## **8 Secondment agreements and confirmation**

- 8.1 Following the selection process, a secondment agreement and accompanying letter will set out the terms of the secondment. The secondment agreement must be agreed and signed by the employee, the home manager and the host manager. [Add link for Secondment Agreement Form.](#)
- 8.2 The host manager is responsible for providing a secondment agreement, which must be signed by the employee and the relevant managers before the secondment commences. Once this has been done, it should be sent to the employee with an accompanying letter. ODHR can advise on all stages of this process.
- 8.3 The receiving manager is also responsible for ensuring that payroll is updated about the change of contract and for liaising with Finance and ODHR to ensure that appropriate cost code and/ or cross charging arrangements are in place if required.

## **9 Maintaining contact**

- 9.1 There is a dual responsibility on the employee and home manager to maintain regular contact during the secondment/acting up period. This will ensure the employee is kept informed on developments, changes and general information about their substantive service/team.

## **10 Returning to the substantive post**

- 10.1 In the majority of cases, the employee will return to their substantive post at the end of the secondment.
- 10.2 Should an employee's substantive post be affected during the secondment, for example due to organisational change, they will be fully consulted in line with the council's organisational change arrangements. Where the original position no longer exists, efforts will be made to secure a suitable alternative in line with the council's redeployment procedures.
- 10.3 It is recognised that in certain circumstances a secondment may need to be terminated early. Reasonable notice will be given to all parties, recognising that other existing backfill arrangements relating to the secondment will need to be considered.
- 10.4 An employee on secondment to an area that is affected by a reorganisation will have the choice of either returning to their substantive position or being considered for a position in the new structure, provided that this is not to the detriment of any substantive position holder. If the employee is partially covering the role rather than the full role, the seconding manager should seek advice from ODHR in respect of the appropriate way forward. Where a position is vacant (and being filled through a secondment arrangement) and the employee on secondment has been in the position for 12 months or more, then they will be eligible to be placed into the selection pool for the positions at the level they have been working to.
- 10.5 At least four weeks prior to the end of the secondment, liaison should take place between all parties involved to ensure a smooth return.
- 10.6 Upon returning to their substantive post, the employee should meet with their manager to be given an update on service developments during the course of their secondment. In addition, this is a good opportunity to evaluate the skills and experience they developed during the secondment and how these could further support the service area.

## **11 Secondment becomes a permanent position**

- 11.1 Secondments are temporary in nature and the employee should not expect it to continue past the expiry date outlined in the agreement. However if a decision is made to recruit to the position on a permanent basis in cases where the employee has been undertaking the secondment for less than 12 months the permanent position should be appointed to following a recruitment and selection process in accordance with the Recruitment and Selection Policy. The seconded employee may apply for the position and will be considered equally with any other applicants.
- 11.2 Where the position is required on a permanent basis and the employee on secondment has been in the position for more than 12 months and there have been no performance concerns raised with them, they will be offered the secondment on a substantive basis as it will not be

considered a true vacancy. If the employee accepts the position on a permanent basis they will need to resign from their previous position in the usual way.

11.3 The notice period should be mutually agreed between host and home manager.

## GRIEVANCE POLICY AND PROCEDURE



Policy Schedule		
Policy owner and lead	ODHR: HR Policy Manager	
Consultation	Trade unions	December 2017
	CMT	December 2017
	CCF	December 2017
Approving body	Employment & Appeals Committee	
Date of approval		
Date of implementation		
Version number	V6 Jan 2018	
Related documents	Dignity at Work Policy	
Review interval	Three yearly (August 2020)	

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## **Appendices 1 - 10**

## GRIEVANCE POLICY & PROCEDURE

**INSERT FLOWCHART on Insite**

### 1. INTRODUCTION

- 1.1. Slough Borough Council is committed to creating a work environment where everyone is treated with dignity and respect and is committed to encouraging free and open communication between employees and their managers to ensure that concerns arising during the course of employment can be raised and, wherever possible, resolved quickly.
- 1.2. Grievances may be concerned with a wide range of issues, including the allocation of work, the working environment or conditions, operational management procedures, work relations, health and safety issues, opportunities for career development or the style of management.
- 1.3 In order to promote good employee relations, the Council's Grievance Policy and Procedure provides a framework for resolving grievances and disputes in a fair, reasonable, timely and consistent manner at the earliest possible stage and as close to the point of origin as possible. This policy therefore encourages proactive and meaningful discussions to take place at the informal stage of this policy.
- 1.4 The roles and responsibilities of the Council, managers, employees and OD&HR in applying this policy are set out in **Appendix 1**.

### 2 SCOPE

- 2.1. This policy and procedure applies to all employees of the Council except for schools based employees who are under the control of Governing Bodies. It applies equally to individual grievances and a grievance raised by a group of employees, in which case the group must elect one of their number to act as spokesperson and follow the procedure on behalf of the group.
- 2.2 Collective grievances raised by a recognised Trade Union are dealt with under the Council's Collective Grievance Policy and Procedure available on SBC insite.
- 2.3 Where an employee is subject to a probationary period and the grievance concerns the application of the probation procedure this will be dealt with as part of any discussion or hearing under the probationary procedure. Other grievances can be raised using the grievance procedure but no extension of any notice of termination of employment under the probation procedure will be granted.

- 2.4 This policy excludes the Chief Executive, Section 151 and Monitoring Officer roles as separate procedures apply.
- 2.5 Any grievances raised under the informal or formal stage of this procedure should be raised within 6 months of the issue arising. The grievance will be considered to be out of time if raised after 6 months and as such it will not be allowed to proceed unless there are extenuating circumstances as confirmed by the Service Lead People.
- 2.6 The Council encourages all employees to resolve issues in good time and whilst in employment. Grievances raised by leavers whose complaint falls outside 3 months time limit will not be progressed.

### **3 EXCEPTIONS**

- 3.1 The procedure cannot be used to question actions and/or decisions taken, relating to any other procedure or process within which there is a mechanism for the employee's concern(s) to be considered. Where separate procedures exist for dealing with grievances on particular issues (e.g. grading appeals) these should be used instead of the grievance procedure.

*For concerns arising from: Refer to:*

- Job evaluation gradings - Job Evaluation Appeals Procedure
- Collective grievances that have been raised in writing by a recognised trade union on behalf of a number of employees - Council's Collective Grievance Policy and Procedure
- Recruitment - SBC Complaints Procedure
- Disciplinary process - Disciplinary Policy and Procedure
- Application of pension scheme rules
- Protected disclosure within the meaning of the Public Interest Disclosure Act 1998 - Council's Whistleblowing Policy and Procedure
- Issues relating to redundancy – Appeal against redundancy procedure
- Capability - Capability Procedure
- Sickness/ill-health issues -Sickness Absence Procedure

### **4 PRINCIPLES**

- 4.1. Other than in exceptional circumstances the status quo, i.e. the previously agreed working and/or management arrangements, which applied before the grievance will continue through the informal stages of this procedure.

## **5. REPRESENTATION**

- 5.1. All employees have the right to be accompanied by a Trade Union representative or a current workplace colleague (not acting in a legal capacity) in the formal stages of this policy. The onus lies on the employee to make arrangements to be accompanied.
- 5.2. If the employee's representative is unable to attend on the proposed date, the employee may be offered an alternative time and date so long as it is reasonable and falls before the end of the period of a further 5 working days. Should the representative be unavailable on the rescheduled date, the meeting may go ahead in their absence.

## **6. TIMESCALES**

- 6.1. In line with the ACAS (Advisory, Conciliation and Arbitration Service) Code of Practice on Disciplinary and Grievance Procedures, March 2015, the Council will aim to resolve all grievances in as timely a manner as possible, bearing in mind genuine operational time factors. Where resolution to a grievance is being delayed various options may be considered to ensure a timely resolution to the matter e.g. Union representation in the absence of an employee, written submissions where formal meetings cannot be arranged or agreed. Where resolution to a grievance is being delayed, the employee will be notified of this.
- 6.2. In the event an informal method of resolution is being explored, any formal processes or investigations underway will be halted. Formal processes will only recommence once the informal process has come to an end and there has not been resolution.
- 6.3. Investigations will be progressed as quickly as possible and normally concluded within 4-6 weeks.

## **7. MAINTAINING RECORDS**

- 7.1. Where possible, the employer and employee will both keep written records during the entire grievance process. The records will include:
  - The nature and type of grievance raised
  - A copy of the written grievance
  - The Council's response
  - Any actions that the Council or employee has taken
  - The reasons for any actions taken
  - Any information relating to appeals
  - Copies of all evidence obtained

- 7.2 The exception to this is the mediation process, where only a record of a final agreement may be made and only with all parties consent. No notes will be made of this process.
- 7.3 Audio or visual recordings at any stage of the Grievance Procedure are not permitted.
- 7.4 Records of any individual complaint raised under this policy will normally be kept on both the complainant and respondent's Employee Record/file for a period of 1 year following outcome, detailing the nature of the grievance raised, the Council's response, any action taken and the reasons for it. All records will be kept confidential and retained in accordance with the Data Protection Act 1998.

## **8. CONFIDENTIALITY**

- 8.1 To ensure the requirement for confidentiality is not breached, the grievance notification letter and outcome letter should only be sent to the relevant line manager, the Investigating Officer, the respondents (only the parts relevant to them), Human Resources and the Trade Union representative or workplace colleague who will be accompanying the complainant during the process. The grievance documentation should not be sent or copied to other employees, external people or organisations. If this occurs it could be considered a breach of the Data Protection Act and it could also be a breach of complainant's contract of employment which includes a confidentiality clause. Therefore disciplinary action could be taken after consideration is given of the facts related to the disclosure.

## **GRIEVANCE PROCEDURE**

### **9. INFORMAL STAGE**

- 9.1 Most grievances can be resolved quickly and informally by an employee raising matters with their line manager. Therefore, an individual should raise any grievance with their immediate line manager in the first instance or to the next-in-line manager/other appropriate manager if the grievance is against the line manager.
- 9.2 The manager will meet with the employee (complainant) to give them the opportunity to discuss the issue and will endeavour to resolve their concerns informally.
- 9.3 The manager will write to confirm the outcome of the informal discussion to the employee within 5 working days, including details of any remedial action which may be taken and notifying of the method by which the employee may invoke the formal

procedure if still dissatisfied.

- 9.4 Informal resolutions may include (this list is not exhaustive):
- A one to one meeting with the employee who the grievance is against.
  - The line manager or a work colleague may facilitate an informal conversation i.e. a three-way meeting.
  - Mediation carried out by a workplace mediator. See Mediation 10.7 below and **Appendix 2**.
- 9.5 A file note should be kept of any informal discussions (except in mediation meetings, where consent by both parties must be given).
- 9.6 Every effort should be made by the manager and complainant to explore all options to resolve the grievance informally before proceeding to the formal stages of this process.

### **Mediation**

- 9.7 Research indicates that most grievances or disputes between parties are best resolved through mediation. The role of the mediator is to help parties reach a solution to their problem and to arrive at an outcome that both parties are happy to accept. Mediators do not take sides, make judgements or give guidance. They are simply responsible for developing effective communications and building consensus between the parties. The focus of a mediation meeting is to reach a common sense settlement agreeable to both parties in a case.
- 9.8 Mediation is a voluntary process and will only take place if both/all parties agree. It is a confidential process where the terms of discussion are not disclosed to any party outside the mediation meeting.
- 9.9 It is expected that employees raising a grievance or having a grievance raised against them should wish to resolve matters informally and it is therefore anticipated that, in most instances, employees will be willing to mediate. However, in some instances employees may not be willing to participate and should therefore offer a clear justification, so that this can be taken into consideration when escalation to the next stage is being contemplated.
- 9.10 If parties are unable to reach agreement through mediation, they can still progress their grievance through the formal procedure. Refer to **Appendix 2 for details of the mediation procedure**.
- 9.11 Following successful mediation both parties should be offered an opportunity to review the outcome allowing a reasonable period and no more than 3 months.

## 10. FORMAL STAGE 1

### Upon receipt of Formal Grievance

- 10.1 If the informal procedure has not been successful, the employee should outline the nature of their concerns in writing, using the **Formal Stage 1 Grievance Notification Form which is attached as Appendix 3** and send this to their immediate line manager (or next-in-line manager/other appropriate manager if the grievance is against their line manager) within 5 working days of date of the outcome letter of the informal stage.
- 10.2 A grievance raised under the Dignity at Work Code of Practice which has had no resolution at the informal stage of that Code will be raised at the Formal Stage 1 of this procedure.
- 10.3 The grievance should be sufficiently detailed to allow the manager dealing with it to understand the nature of the grievance and should include any accompanying evidence to support their complaint. The grievance should also include why it was not resolved at the informal stage and the desired outcome.
- 10.4 No new aspects of grievance may be raised at this stage unless otherwise agreed by the Service Lead, People.
- 10.5 The grievance will be acknowledged by the line (or next-in-line) manager in writing within 5 working days of receipt of the Grievance Notification Form and confirm the designated manager who will be dealing with the grievance.
- 10.6 The designated manager will meet with the employee to discuss their grievance within 10 working days of receipt of the Grievance Notification Form.
- 10.7 Where material facts are in dispute or there is a need to establish facts, an investigation into the grievance will be conducted and the designated manager will act as the Investigating Officer or in the event of a very complex case an external Investigating Officer may be appointed. In cases where the employee and/or their representative raise concerns in respect of a potential conflict of interests, an external Investigating Officer should be appointed. The investigation may involve meeting with the complainant (aggrieved employee) on more than one occasion and considering any supporting information provided, to investigate and resolve the matter. The employee may be accompanied by a Trade Union representative or workplace colleague.
- 10.8 The Investigating Officer will write to the employee the grievance is against outlining the grievance, the outcome sought and any meetings set up to investigate and

resolve the matter. The employee can be accompanied by a Trade Union representative or workplace colleague.

- 10.9 An investigation will normally be concluded within 4-6 weeks. Where this is not possible the situation should be fully explained to the employee and they should be kept regularly updated in respect of the progress of the investigation.  
**See Appendix 4 for details of the role of an Investigating Officer** and how to conduct an investigation and **Appendix 5 Investigation Report Template**.

#### 10.10 **Possible Outcomes**

After due consideration the Investigating Officer may dismiss, partially uphold or uphold the grievance;

- **To uphold or partially uphold the grievance.**

If such a finding is made it will normally be appropriate for the manager to recommend actions to remedy the situation. This could include further informal resolution, capability management, or formal disciplinary action. Due to confidentiality, the complainant may not be given details of the remedy; it will be sufficient that they are made aware that appropriate action has been taken.

- **To not uphold the grievance.**

It may also be appropriate with such a finding to also recommend actions, although it may be the case that no further action is required.

- **To find that the grievance is vexatious.**

The Council is confident that the very large majority of grievances raised by employees are not vexatious and would not deter any individuals from raising a grievance that is genuine and made in good faith. However, if it is found that the grievance is vexatious, then the next-in-line manager should also conclude whether they would recommend disciplinary action against the grievant which will be dealt with under the Council's Disciplinary Policy & Procedure. In this event a separate formal process may commence which may draw upon the information gathered as part of the grievance process.

- 10.11 The Investigating Officer will advise the complainant and responding employee of the outcome in writing within 5 working days of conclusion of investigation and provide a copy of the investigation report to the complainant. The complainant will also be notified of the right and process to appeal.

## **11. FORMAL STAGE 2 APPEAL**

- 11.1. If the complainant is dissatisfied with the decision and outcome of Stage 1 they should complete the **Grievance Appeal Form attached in Appendix 8** and deliver to their employing Director (the Director they report to) within 5 working days of the receipt of the letter confirming the outcome of Stage 1. They must fully explain their grounds for appeal and why they feel the issues have not been resolved. This should include an explanation of what factors the employee felt should have been taken into consideration and what factors they felt were not taken into consideration. No new aspects of grievance or new evidence will be accepted.
- 11.2. The Appeal Hearing will consider the grounds for appeal. The grounds for appeal should cover one or more of the reasons below and evidence must be provided to support the grounds:
- the grievance policy and procedures were not followed and was not taken into consideration by the panel
  - the grievance was not properly investigated
  - non-compliance with statutory policy, procedure and legal rights
  - acts of discrimination, bullying and harassment in the process
  - the grievance investigations and evidence which was not considered by the panel
- 11.3 The Employing Director will not be able to progress the matter to the Appeal Hearing until sufficient evidence and grounds for appeal are provided.
- 11.4 The appeal will be acknowledged in writing within 5 working days of the employing Director receiving the Grievance Appeal Form.

### **Grievance Appeal Hearing**

- 11.5. The Appeal Hearing is not a re-hearing of the Stage 1 hearing. An Appeal Hearing will be scheduled in diaries within 15 working days to take place within 25 working days and the panel will normally comprise of a Director/Service Lead from another Directorate who has not been associated with the case and a HR Representative. The appeals process is attached as **Appendix 8 and 10**.
- 11.6 Possible outcomes of an Appeal Hearing are as set out in Section 11.10 of this policy.

## **12. OUTSTANDING DISCIPLINARY/CAPABILITY MATTERS RELATING TO GRIEVANCE**

- 12.1. If the grievance is raised during the course of a disciplinary or capability process and is related to the case / allegations then it should be looked into as part of that process. If the grievance is about another unrelated matter then the grievance procedure should be invoked and run concurrently (this would not impact on any outcome of the disciplinary or capability process as that would be dealt with on its own merit).
- 12.2 Where an employee subject to the disciplinary or capability procedure raises a grievance, advice should be sought from Human Resources. The employee must submit his/her grievance, using the appropriate forms, to the line manager/manager's manager who will determine the appropriate route for the grievance to be heard.
- 12.3 If the grievance relates to the disciplinary process then it will be heard under the disciplinary procedure. If it relates to the capability process then it will be heard under the capability procedure.

## **Appendix 1**

### **Role and Responsibilities**

#### **The Council**

The Council will ensure that:

- Formal training to support this policy is provided to appropriate employees, in particular people who will facilitate, mediate or hear grievance hearings and those who support and advise individuals who complain or are complained about
- All employees are informed about the contents of this policy and procedure
- Policy provisions comply with UK law and regulations
- Trained Mediators are available to conduct the informal mediation process.

#### **Managers**

Managers have a particular duty to ensure that their own behaviour is beyond reproach at all times. Managers are essential in implementing this policy. They do this by:

- Ensuring employees know about this policy and know how to raise a grievance.
- Dealing with any complaints fairly, thoroughly, quickly and confidentially, respecting the feelings of all concerned
- Getting advice from Human Resources as quickly as possible following the receipt of a grievance
- Ensuring that there is no retaliation against the employee who made the complaint
- Complying with the timescales set out in this policy

#### **Employees**

All members of staff are responsible for adhering to this policy. They are required to:-

- Seek to resolve matters informally as much as possible
- Ensure that they understand the policy and the consequences of vexatious complaints and abuse of this policy
- Comply with the requirements of this policy when setting out a grievance, including the provision of evidence and compliance of timescales set out in this policy

#### **OD/HR**

The Human Resources Department has a responsibility to ensure that the policy is followed fairly and consistently. Their duties include:

- Advising managers on the application of the policy.
- Ensuring the effective implementation of the policy.
- Monitoring levels of grievances, identifying trends, initiating appropriate action and reviewing and amending the policy as necessary.

## Appendix 2

### MEDIATION

Mediation can be used by anyone who is experiencing a conflict or a dispute at work. Mediation is a process of dispute resolution in which an impartial third party (the mediator) facilitates a series of private and joint meetings with the parties to identify a mutually acceptable and appropriate resolution. Mediation is a voluntary, non-binding process which addresses the underlying (root) causes of conflict or tension. Mediators create the conditions for dialogue using a non-adversarial, non-partisan approach. The final outcome of mediation is agreed by the parties, not the mediator.

Mediation tends to last for one full day. However in more complex cases or cases involving more than two parties it may last for up to two or three days. Mediation takes place in a neutral venue comprising of three rooms. Each party has their own private room for the entire day and there is a separate room for the joint meetings.

The mediator offers a structured process for the parties to make best use of in seeking mutually satisfactory solutions. The process consists of two private, individual sessions first before being brought together for a joint session.

Having separate meetings with the mediator gives all parties the chance to talk about the conflict from their point of view. The mediator listens to what all parties say and they explore how party's feel, what their concerns are and what their underlying needs are. The mediator and the parties explore the conflict from three perspectives:

- 1) the past,
- 2) the present
- 3) the future.

Having listened to all sides, the mediator will propose an agenda for the joint meeting.

At the end of mediation, the parties will hopefully have reached a resolution to the dispute including a number of points of agreement. These will be typed up and given to the parties (usually on the same day).

Mediators do not tell parties what to do. Mediators do not judge who is right or wrong nor do they impose a settlement or solution. However, mediators may ask all parties challenging and difficult questions during mediation relating to the nature of the conflict, the impact of the conflict and the steps required to reach a resolution.

Whilst we recognise that parties may wish to have someone with them, the mediators will create an environment where parties do not need to bring anyone else to support them.

If parties do wish to bring someone with them, this is only possible during the first meeting with the mediators.

**Appendix 3  
Grievance Notification Form – Stage One**

Stage One of the formal grievance procedure should only be invoked if the informal process has not been successful.

This form must be completed and sent to the individual’s line manager and if the grievance is related to the line manager then it should be sent to the next-in-line manager, within 5 working days of the date of the outcome letter of the informal stage.

An employee registering a formal grievance should complete Parts 1 and 2 of this form.

**PART 1 – EMPLOYEE DETAILS**

**Name:** ..... **Job Title:** .....

**Department:** ..... **Location:** .....

**Telephone No.** ..... **Email:** .....

**PART 2 – DETAILS OF THE GRIEVANCE**

Please summarise your grievance below and attach any supporting documentation. Please confirm whom your grievance is against (if this applies). You may continue on a separate sheet if necessary.

**1. In your own words summarise what you are aggrieved about. If appropriate you should provide details such as dates and times of events, the names of any witness, where events took place and any relevant background information leading up to the grievance.**

**2. Why was your grievance not resolved at the informal stage? (Please include the outcome letter from the informal stage).**

**3. What outcome are you looking for?**

**Signature .....** **Date: .....**

**Received by:**

**Name: .....** **Date: .....**

**(Manager)**

**Signed .....**

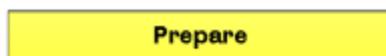
## Appendix 4

### How to carry out an Investigation

#### For the Disciplinary/Grievance Procedures

The below checklist is for guidance purposes only, as it is recognised that a manager will need to determine how best to manage any investigation given the individual circumstances of each case.

***Please ensure that all discussions during this process are fair, appropriate and above reproach.***



- Clearly define the allegations/grievance in need of investigation.
- Consider the nature and likely scope of the investigation based on the allegation/issue(s) of concern. In the case of a formal grievance, the scope of the investigation should be discussed with the employee who has submitted a formal grievance.
- Decide how best to conduct the investigation - In many cases this can be a very simple/quick process, however, this will depend on the specific circumstances of the case e.g. whether the facts are disputed or clear and the seriousness of the matter. An investigation can simply be the gathering of facts looking at existing documentation e.g. relating to the previous in/formal management processes undertaken to address an issue. In other instances it may require the planned and systematic gathering of data, interviewing of relevant witnesses and analysing relevant documents, records, policies, etc. to determine next steps.
- Consider what information you need to gather, from whom and how this will be obtained.
- Consider the timescales of the investigation. Taking into consideration, where appropriate, the need to conduct interviews, collate witness statements, gathering information and write the investigation report etc.
- Identify if there are any potential barriers to obtaining information and how these can be addressed.
- If appropriate, identify any witnesses who could help with investigations, determining whether these should be interviewed or whether a written statement should be sought, Initial contact with a potential witness is often in the form of a telephone conversation

or e mail to: explain the situation; check their potential relevance; seek their agreement to participate in the process etc.

- Consider other resources you may need during the investigations e.g. note taking, specialist advice/guidance.
- If appropriate, prepare interview plan(s) and consider the specific issues that need to be explored during these interviews.
- Prepare the questions you may wish to ask, ensuring that the questioning (open, closed and probing questions) is appropriate e.g. for obtaining information/facts, exploring feelings or opinions. Avoid using leading questions.
- If appropriate, provide regular updates to those involved.
- **PLEASE NOTE:** It may be necessary to continually consider the need to amend your plan depending on the findings throughout the investigation.

#### Write to Employee\*

#### \*and Witness(s) if applicable

- Any employee subject to an investigation should be made aware that an investigation will be undertaken, and should be provided with a brief summary of the reasons for this and the practical measures involved.
- Include any paperwork/information which will be needed to be seen or considered prior to the interview.
- Advise and if necessary assist the employee (\*and any witnesses) to access the counselling and support available to them.
- Take appropriate steps to ensure the confidentiality of the investigation process.
- If applicable, notify the witness' manager of their involvement in the investigations, so that they can attend any relevant meetings.

#### Hold Interview(s)

#### (Only if appropriate)

- Thank the interviewee for attending and make any necessary introductions (include an explanation of roles). Please note that employees have the right to be accompanied to the investigative meeting by a Trade Union representative or workplace colleague.
- Confirm that it is a fact-finding meeting. It is important to remain objective.
- Explain the need for confidentiality/implications for breaching this e.g. potential impact on investigation/disciplinary action.
- Explain that the SBC prohibits the electronic recording of meetings and that written notes will be taken throughout the interview.
- The investigator officer should confirm notes will be shared/signed by the interviewee to agree they are an accurate reflection of the meeting. Where the interviewee

disagrees with an aspect of the record they will be able to annotate the notes before returning to the investigator.

- Confirm the area/allegation around which the employee or witness will be asked to comment. (When interviewing the employee under investigation ensure they understand the allegations being made against them and provide details of the allegations/grievance).
- Explain that the evidence/information may be used in a subsequent formal hearing/grievance meeting and that they may be required (or in the case of witnesses requested) to attend, depending on the outcome of the investigation.
- Check if interviewee has any questions regarding the process.
- Seek evidence/information using any prepared and supplementary questions.
- In questioning the employee under investigation, explore possible explanations/special circumstances. Ask them to respond to any allegations and if they are able to produce any evidence/information to support their response.
- Check if the interviewee wishes to provide any further information or raise any questions before the interview concludes.
- Explain next steps and indicative timescales and that it may be necessary to hold additional interviews should further evidence arise.

#### Seek Further Information\*\*

#### \*\* If appropriate

- Seek any relevant supporting information/evidence to substantiate information provided by the employee/witnesses.
- Consider whether other documentation may be helpful for the investigation. For example: Work rotas, attendance records, medical reports, incident reports, minutes from meetings, appraisal/training/development records, emails, letters etc (permission of the employee may be required for some of these examples). Also consider any wider documentation that may feed into informing expectations e.g. local agreements,
- Check as to whether the employee(s) is under investigation, employment record may provide any background or special/mitigating circumstances.
- Should you identify any information that may warrant immediate action please raise this with the manager who instigated the investigation as a matter of urgency.

#### Record

- After each interview forward the record, as appropriate, for signing, to the interviewee.
- If the interviewee disputes the accuracy of the record, asked them to: identify what is in dispute; offer their interpretation/recollections of the discussions by annotating the record provided, before signing and returning the record.
- In the case of witness statements gain the individual's consent to share this with other relevant parties.

- Maintain a record of all evidence gathered.

#### Investigation Report

- **See Investigation Report Template in Appendix 5**
- Ensure all documentation associated with the investigation is retained securely and only shared with discretion and confidentially. Tone/Style should be considered as all relevant information will be shared with key parties including the employee under investigation.

## Appendix 5: Investigation Report Template

<b>CONFIDENTIAL INVESTIGATION REPORT- &lt;NAME&gt;</b>	
Allegation/Issue	<i>Grievance/Disciplinary</i>
Name/Designation of employee subject to investigation (if appropriate)	<i>&lt;Name, Job title&gt;</i>
Name of complainant (if appropriate)	
Investigator	<i>&lt;Name, Job title, Service area&gt;</i> ,
HR Support/Link	<i>&lt;Name, Job title, contact number&gt;</i>

<b>Background</b>
<ul style="list-style-type: none"> <li>▪ <i>Identify how the situation came to light (based on the factual information provided by the instigating manager); what actions have already been taken prior to the investigation commencing; what communications have taken place.</i></li> <li>▪ <i>Provide brief details of the 'subject' of the investigation, their employment history, current role and how long held etc.</i></li> <li>▪ <i>Note if employee suspended and when, whether redeployed for duration of investigation or if there are any specific changes in place to allow the investigation to take place i.e. line management responsibility removed, budget responsibility suspended, taken off usual duties but still within service area etc.</i></li> </ul>
<b>Executive Summary (Optional - delete if appropriate)</b>
<ul style="list-style-type: none"> <li>▪ <i>This may be suitable for complex investigations and should provide a brief summary of the main findings/conclusions.</i></li> </ul>
<b>Remit of Investigation</b>
<ul style="list-style-type: none"> <li>▪ <i>Agree terms of reference and remit of investigation, i.e. what allegations/concerns were identified as in need of investigation (provide concise bullet points list of all allegations, that will be expanded upon in "Findings" section).</i></li> <li>▪ <i>State policy under which the investigation was carried out (e.g. SBC Grievance Policy and Procedure</i></li> </ul>
<b>Investigation Process</b>
<p><i>Explain how the investigation progressed, including reasons for decisions which were made and the direction the investigation went including:</i></p> <ul style="list-style-type: none"> <li>▪ <i>A brief description of the method(s) used to gather information.</i></li> <li>▪ <i>Use table template 'Appendix 6' to record what interviews/statements were undertaken, when, and their appendix number within the bundle of evidence</i></li> <li>▪ <i>If the investigator has not interviewed all individuals suggested by the 'subject' of the investigation the decision should be recorded in this section (including reasons e.g. character reference only).</i></li> </ul>

- *A timetable of events. (Detailing any delays in the investigations).*
- *What documents/evidence were reviewed (Appendix 7: Record of Evidence)*

## **Findings**

*Provide a summary of the findings and observations:*

- *Present the findings separately for each point/allegation/issue of concern in turn, by confirming the facts established by the investigation, identifying the sequence of events, cross-referencing any documentation and highlighting any mitigating factors e.g. lack of procedural guidance, management action or expected documentation and any other actions / behaviours which may have compounded or aggravated the situation*
- *Avoid using vast extracts from statements - only quote directly from the statements where it is necessary. It is the investigator's responsibility to analyse all the statements and draw out all corroborative evidence. Interviewees are not always articulate during interviews and the investigator should therefore use their own words to concisely convey the findings.*
- *If the evidence is inconclusive or there is no evidence to substantiate an allegation - say so. The instigating manager wants to know whether there is any evidence to support the allegations - it is also the investigator's responsibility to explain how significant the evidence is - this should come across throughout the report.*
- *Note any specific actions that demonstrate a breach of policy or standards of conduct/performance that did not meet those normally expected.*
- *Refer back to the agreed remit of investigation, ensuring that you cover all the points.*

## **Conclusion**

**NOTE:** *When reviewing the evidence, investigators need to aim to demonstrate a reasonable belief as to what happened, based on their assessment of the evidence available. The standard of proof for internal investigations and any subsequent disciplinary hearing or grievance meeting is based on the "balance of probabilities", i.e. that on the basis of the evidence it was more probable than not that the alleged misconduct was committed. Investigators are not required to demonstrate beyond reasonable doubt, unlike in criminal investigations, but do need to act reasonably on behalf of the employer.*

- *For each allegation/concern/issue provide an overall fact based opinion on a) whether there is any evidence to support the allegations and b) the strength of the evidence.*
- *Support the conclusions with the strongest evidence without repeating the text in the main body of the report (where possible) - the conclusions should be clear and concise.*
- *Identify to the reader the strengths and weaknesses in the evidence - emphasising the importance of any issues and where evidence can be open to different interpretation / scenarios.*
- *Draw out key facts which demonstrate particular breaches of policy e.g. Code of Conduct, Harassment, Financial Regulations, service policies & procedures etc*
- *If there are any special circumstances/mitigating factors ensure that they are clear*

*within the conclusions and it is important to explain their significance.*

**Appendices**

- *Chronology of events; witness statements; investigatory interview notes; about the Job documents; organisational structure; medical advice etc.*

Signed by Investigatory Officer

Date

## Appendix 6: Record of witnesses

The following table gives the names of the people who provided statements for this investigation.

Name	Post	Reason	Date	Appendix

## Appendix 7: Record of Evidence

Date	Item	Appendix (attached with report)
<b>Investigation Statements</b>		
<b>Supporting Documentation</b>		

**Appendix 8  
Grievance Appeal Form**

This form must be completed and sent to the employing Director within **5 working days** of the date of the letter confirming the outcome of Stage 1. Please refer to paragraph 11 of the Grievance Policy and ensure that your grounds of appeal are clearly explained. Please note that your grievance cannot be progressed to appeal until you provide sufficient evidence and grounds. You may continue on a separate sheet.

***Parts 1 and 2 of this form must be completed.***

PART 1 – EMPLOYEE DETAILS

***Name:*** ..... ***Job Title:*** .....

***Department:*** ..... ***Base:*** .....

***Telephone No.*** ..... ***email:*** .....

PART 2 – DETAILS OF APPEAL

Please state in your own words the grounds on which you are basing your appeal against the decision taken at the Stage One Grievance Meeting and what outcomes you are looking for.

***Signature*** ..... ***Date:*** .....

## **Appendix 9**

### **Appeals Procedure**

#### **Following receipt of an appeal, an appeal panel will be scheduled in diaries within 15 working days to be convened within 25 working days**

The employee must submit the Grievance Appeal Form to their employing Director within 5 working days of the date of the letter confirming the decision/outcome of Stage 1. If the notification lacks sufficient detail as to which aspects of the Stage 1 decision the complainant is dissatisfied with may lose their right to appeal.

Upon receipt of the complainant's grounds for appeal, the employing Director will within 5 working days of receipt acknowledge the grievance appeal and confirm the arrangements for an Appeal Hearing.

The Grievance Appeal Form should be forwarded by the employing Director to the designated manager/Investigating officer of stage 1 so that they can write their response ('the management case').

A Director/Service Lead from a different Directorate who has not been associated with the case and an HR representative should be appointed to act as Appeal Panel Chair and panel member. The Appeal Panel Chair will arrange for a note taker.

The Stage 1 designated manager/Investigating Officer will have 5 working days before the Appeal Hearing to submit their management case to the complainants employing Director. This should include the Investigation report, notes of any meetings, Stage 1 outcome letter, a comprehensive justification for the decision made, names of any witnesses that may be called or confirmation that none will be called to the Appeal Hearing and a response to any queries raised by the complainant. The complainant's statement of case must be submitted 5 working days before the Appeal Hearing to their employing Director. No new aspects of grievance or evidence will be accepted. No other paperwork should be accepted after the deadline.

5 working days before the appeal hearing the complainant's statement of case and the Management side case will be forwarded to all relevant parties by the employing Director (all appeal panel members, the complainant and their representative, designated Manager/IO who investigated the grievance at Stage 1 and is presenting the management case and HR Advisor).

If the employee or management case has not been submitted within the stipulated time frame, the hearing will be postponed. In exceptional circumstances, an extension of 2 working days may be granted for the submission of the paperwork which requires the agreement of all parties.

**Notice of appeal hearing date**

The complainant should be given at least 10 working days' notice of the date and time that the appeal hearing will be convened.

**Rescheduled appeal hearing timescales**

Postponed appeal hearings will be rescheduled a second time. If the reason for postponement has been non-submission of paperwork, then all relevant missing paperwork must be submitted 5 working days before the date of the second hearing. The same timescales for exchange of missing paperwork applies, i.e. 2 working days.

If the Management/complainant case is not submitted 5 working days before the date of the second hearing is arranged then the hearing will go ahead. The management/complainant will be given the opportunity to present their case and question the other side. In the absence of a complainant case, the Appeal Grievance Form can be used in the hearing. No new paperwork or grievances or evidence can be presented at the hearing.

If the complainant is unable to make the date or does not turn up to the hearing, they will be given one further opportunity to attend. Failure to attend a second time will result in the Appeal Hearing being heard in their absence.

## **Appendix 10**

### **Appeal Hearing**

The appeal hearing is chaired by a Panel Member. At the Appeal Panel hearing the following procedure shall be observed:

#### **1.0 Introductions**

- The Chair ask all attendees to introduce themselves and should ask the employees representative whether they are a work colleague if not they should state what Trade Union/Recognised body they are from
- The purpose of the hearing is explained by the Chair of the panel
- The procedure to be followed is explained by the Chair of the panel

#### **2.0 The Complainant's' case**

- The complainant and/or their representative shall put their case to the panel in the presence of the Management side. In support they may call witnesses.
- The management side will have the opportunity to ask questions of the complainant, their representative and witnesses.
- The members of the Appeals Panel shall have the opportunity to ask questions of the complainant, their representatives and witnesses.
- The complainant or his/her representative shall have the opportunity to re-examine his/her witnesses on any matter referred to in their examination by members of the Appeal Panel or the management side.
- During the course of the meeting the chair may call adjournments to either consider evidence or for natural breaks.
- The complainant or their representative or the Management Side may ask the chair to consider an adjournment at any stage of proceedings. The Panel may at its discretion adjourn the appeal at any time in order that further evidence may be produced by either party to the dispute or for any other reason.

#### **3.0 Management's Case**

- The management side shall state the Council's case in the presence of the complainant and his/her representative. S/he may call witnesses.
- The complainant or his/her representative shall have the opportunity to ask questions of the management side and witnesses.
- The members of the Appeal Panel shall have the opportunity to ask questions of the Management Side and witnesses.
- The Management Side shall have the opportunity to re-examine his/her witnesses on any matter referred to in their examination by members of the Appeal Panel, the complainant or his/her representative.

#### **4.0 Summing Up**

- The panel will call a brief adjournment to all parties to prepare for the summing up of their cases.
- The management side sums up their case
- The complainant or his/her representative
- Neither party may introduce any new matter.

#### **5.0 Adjournment**

- An adjournment is called to allow the panel to consider the evidence
- Management, the complainant and his/her representative shall withdraw to allow the panel to make a decision.

#### **6.0 All parties return and the decision of the panel is communicated.**

- The Panel may call all parties back into the room on the day of the appeal hearing to give their decision. However, in some cases it may be necessary to consider the case overnight where a decision may be confirmed at a later date. The decision will be confirmed in writing within 5 working days of the decision being made.
- The panel will consider all the evidence and representations carefully before them in advance of making a decision. The panel will provide reasons for any decisions that they make.

There is no further right of appeal.

**SLOUGH BOROUGH COUNCIL****REPORT TO:** Employment & Appeals Committee      **DATE:** 25<sup>th</sup> January 2018**CONTACT OFFICER:** Neil Wilcox, Director –Finance and Resources  
**(For all enquiries:)** 01753 875300**AUTHOR:** Surjit Nagra, Service Lead – People  
01753 875727**WARD(S):** All**PART I**  
**FOR DECISION****PAY POLICY STATEMENT UPDATE 2018/19****1. Purpose of Report**

To provide Members with an update of the revisions to the Pay Policy Statement for the years 2018/19.

**2. Recommendation(s)/Proposed Action**

The Committee is requested to recommend the Pay Policy Statement 2018/19 to Council.

**3. Supporting Information**

Local Authorities are required by section 38 of the Localism Act 2011 (the Act) to prepare a pay policy statement and have regard for any guidance issued under section 40 of the Act and the Supplementary Guidance (on openness and accountability) released in February 2013. The policy statement should cover a number of matters concerning the pay of the authority's staff, principally Chief Officers. The pay policy statement is to be reviewed on an annual basis.

The Pay Policy Statement appended to this report has been reviewed and meets the requirements of the Localism Act.

The Pay Policy Statement covers the financial year 2018/19.

It has been updated and will be approved by Full Council in February, 2018. In April, when the cost of living award is implemented the pay scales will be updated according to the increase in pay levels.

Once approved the statement will be published on the Council's website.

**4. Appendices**

Appendix A- Pay Policy Statement 2018/19

## Pay Policy Statement for the Year 2018/19

### 1. Introduction

- 1.1 The Localism Act requires local authorities to publish, on their website, an annual Pay Policy Statement, which has been approved by Full Council.
- 1.2 No remuneration may be made to officers that fall outside of the Pay Policy Statement, although it is possible for a meeting of the Full Council to amend the statement at any time.
- 1.3 In drawing up this statement, Slough Borough Council has taken into account the guidance issued by the Department of Communities and Local Government in February 2012 and the supplementary guidance issues in February 2013.
- 1.4 Slough Borough Council is committed to complying with the statutory obligation to pay the National Living Wage.
- 1.5 This statement does not apply to schools' staff as local authority schools' employees are outside the scope of the legislation.
- 1.6 This statement will be approved by Full Council in February 2018.
- 1.7 Slough Borough Council fully endorses and supports the requirement to be open and transparent about the pay of our staff.
- 1.8 The Council is committed to paying nationally negotiated pay awards and this Pay Policy Statement will be updated as and when any such pay awards are agreed.

### 2. Remuneration of Chief Officers

- 2.1 In accordance with the Localism Act, the following SBC posts are defined as Chief Officers, and their salary bands are as follows. (The SBC grading structure is attached in Appendix A).

Head of the Paid Service and Statutory Chief Officers		
Post	Reports To	Salary Band
Chief Executive / Head of Paid Service.		£133,869 - £160,645
Director of Adults & Communities	Head of Paid Service	SML 16 £110,185 - £128,515
Director of Children Learning & Skills	Head of Paid Service	SML 16 £110,185 - £128,515
Monitoring Officer	Head of Paid Service	Interim cover – £650 per day
Director of Finance & Resources / Section 151 Officer	Head of Paid Service	SML 16 £110,185 - £128,515

Service Lead - Finance (Deputy section 151 Officer)	Director of Finance & Resources / Section 151 Officer	SML 12 £65,723 - £73,215
Director of Public Health	The Director of Public Health is employed by Bracknell Forest Council	
<b>Posts that report directly to the Head of Paid Service or Statutory Chief Officer</b>		
<b>Post</b>	<b>Reports To</b>	<b>Salary Band</b>
Director of Place & Development, (Non-statutory Chief Officer).	Head of Paid Service	SML 16 £110,185 - £128,515
Director of Regeneration (Non-statutory Chief Officer).	Head of Paid Service	SML 16 £110,185 - £128,515
Service Lead – School Effectiveness	Director of Children, Learning & Skills	SML 12 £65,723 - £73,215
Service Lead – Early Years	Director of Children, Learning & Skills	SML 12 £65,723 - £73,215
Service Lead - Access & Inclusion	Director of Children, Learning & Skills	SML 12 £65,723 - £73,215
Service Lead – Children, Commissioning, Partnership & Performance	Director of Children, Learning & Skills	SML 12 £65,723 - £73,215
Service Lead - SEND	Director of Children, Learning & Skills	SML 12 £65,723 - £73,215
Service Lead - Strategy & Performance	Director of Finance & Resources / Section 151 Officer	SML 12 £65,723 - £73,215
Service Lead – Customer & Communications	Director of Finance & Resources / Section 151 Officer	SML 12 £65,723 - £73,215
Service Lead - Governance	Director of Finance & Resources / Section 151 Officer	SML 12 £65,723 - £73,215
Service Lead - People	Director of Finance & Resources / Section 151 Officer	SML 12 £65,723 - £73,215
Service Lead – Digital & Strategic IT	Director of Finance & Resources / Section 151 Officer	SML 12 £65,723 - £73,215
Service Lead – Public Health	Director of Adults & Communities	SML 12 £65,723 - £73,215
Service Lead – Adult Social Care Operations	Director of Adults & Communities	SML 12 £65,723 - £73,215
Service Lead – Adult Social Care Commissioning	Director of Adults & Communities	SML 12 £65,723 - £73,215
Service Lead – Regulatory Services	Director of Adults & Communities	SML 12 £65,723 - £73,215
Service Lead – Communities & Leisure	Director of Adults & Communities	SML 12 £65,723 - £73,215
Directorate Finance Manager x2	Service Lead Finance (Deputy Section 151 Officer)	SML 11 £55,578 - £63,226

<b>Posts that report directly to Non-Statutory Chief Officers</b>		
<b>Post</b>	<b>Reports To</b>	<b>Salary Band</b>
Service Lead – Regeneration Delivery	Director of Regeneration	SML 12 £65,723 - £73,215
Service Lead – Regeneration Development	Director of Regeneration	SML 12 £65,723 - £73,215
Service Lead – Strategic Housing Services	Director of Place & Development	SML 12 £65,723 - £73,215
Service Lead – Neighbourhood Services	Director of Place & Development	SML 12 £65,723 - £73,215
Service Lead – Environmental Services	Director of Place & Development	SML 12 £65,723 - £73,215
Service Lead – Building Management	Director of Place & Development	SML 12 £65,723 - £73,215
Service Lead – Planning & Transport	Director of Place & Development	SML 12 £65,723 - £73,215

The Head of Democratic Services is appointed as the Council's Returning Officer in accordance with the Representation of the Peoples Act 1983. The Returning Officer is eligible for fees linked to duties undertaken for running national, European or local elections/referenda. These fees are determined by the number of electors registered in the borough/parliamentary constituency and are paid subject to a formula applied by the Government for determining fees to all Returning Officers across the Country.

## 2.2 Remuneration on Appointment

Newly appointed chief officers are paid in accordance with the pay scales set out above.

Salary packages amounting to £100,000 or more for new appointments will be approved by Full Council.

## 2.3 Job Evaluation

The pay of all employees, including Chief Officers, is based on job evaluations undertaken through the Hay Job Evaluation Scheme.

## 2.4 Terms and Conditions of Employment

The Chief Executive is employed on JNC for Local Authority Chief Executives terms and conditions of employment.

All other chief officers are employed on JNC or NJC terms and conditions of employment. Pay awards for these officers are negotiated nationally, and the Council applies any/all nationally negotiated pay awards to these posts.

## 2.5 Travel and Subsistence Expenses

There are occasions when employees incur additional expenditure than normal in the course of undertaking their official duties on behalf of the Council away from their normal place of work.

The Council has a comprehensive Travel and Subsistence Expenses Scheme, which applies to all our staff, including Chief Officers, in such circumstances.

## 2.6 Payment of Professional Fees

The Council will pay the cost of one professional subscription per annum, per employee, including Chief Officers, which is relevant and necessary for the role.

## 2.7 Honoraria

An honoraria payment may be made to an employee, including to a chief officer, in recognition of undertaking temporarily additional or outstanding extra work, which is:

- outside the normal scope of the duties and responsibilities of the employee
- over an extended period undertaking part of the duties of a higher graded post
- or where the additional duties and responsibilities are exceptionally onerous
- or in situations which merit the employee being rewarded for specific work.

The Honoraria Scheme applies in these circumstances and the amount of payment is based on the duties undertaken.

## 2.8 Acting Up

Acting up arises when an employee temporarily undertakes full or part duties of a higher graded post for a consecutive period of at least four weeks.

All employees, including Chief Officers, are entitled to an acting up payment in recognition of the responsibilities. Decisions on payment take into account the following:

- The nature and complexity of the responsibilities, undertaken by the employee and their current spinal column point.
- Whether the employee is undertaking full or part responsibilities
- If the employee is placed into post as a development opportunity

## 2.9 Secondments

Secondments are intended to provide developmental opportunities to gain skills and experience rather than for financial gain. Therefore, secondees will normally transfer from their current position into the secondment on their existing salary. Terms and conditions of the secondee may change depending on the local variations within the department, i.e. flexi-time. However, if there is a significant difference between the secondment and the individual's salary this must be brought to the attention of the ODHR Department and a decision will be taken on whether to review salary arrangements in line with complexities of the job.

## 2.10 Market Supplements

A Market Supplement is payable, in exceptional circumstances, for posts (including Chief Officer posts), which are critical to the delivery of essential/statutory services, and to which the Council has been unable to recruit.

## 2.11 Pay protection

An employee, who is redeployed to a suitable post which is one grade lower, will receive protection of earnings (basic pay plus local weighting allowance) for a period of one year. The salary will be frozen at its current level and the employee will not receive annual pay awards. At the end of the protection period the employee will be placed on the salary grade relevant to the redeployed post.

Where an employee accepts redeployment to a post which is more than one grade lower, there is no entitlement to protection of earnings. In exceptional circumstances, in order to minimise financial hardship and avoid redundancies Strategic Directors may, subject to budgetary considerations, exercise discretion to grant some element of protection. This would apply for no longer than one year.

## 2.12 Termination Payments

In the event of a redundancy situation, all employees, including chief officers, are entitled to redundancy payments based on a multiple of 1.5 times statutory provision, based on weekly pay, subject to a cap of 30 weeks as the maximum number of weeks payable, and to a cap of 20 years service.

The terms, and any payment relating to the termination of employment of any officer of the Council in any contentious circumstances which do not result from an award made by an Employment Tribunal or Court are settled by the Council on the basis of the legal merits of the case, the time and disruption which protracted litigation would involve, any limit of statutory entitlement on monetary claim available to an employee, and what is considered prudent in all circumstances.

Any redundancy or severance packages of £100,000 or more will be approved by Full Council. In presenting the information to Full Council the components of any such severance package will be set out including; salary paid in lieu, redundancy compensation, pension entitlements, holiday pay and any bonuses, fees or allowances paid.

If an applicant for a post (including Chief Officer posts) is in receipt of a severance payment from any local authority, or a Local Government retirement pension, this does not form part of the Council's decision as to whether or not they should be appointed.

Any employee, who is made redundant, including Chief Officers, must have a break of at least four weeks in order to retain a redundancy payment before they can be re-employed by the Council in a different position.

Consultancies over £5,000 (excluding cover for established posts) or any consultancy/employment offered to former senior officers of the Council of third tier and above are a "significant officer decision." (Significant officer decisions are circulated monthly to all members and published on the website).

2.13 The Government is consulting on regulations regarding the recovery of public sector exit payments. SBC will comply with any future legislative requirements.

## 2.14 Pension Payments

All employees who are members of the Local Government Pension Scheme, including Chief Officers, are entitled to a retirement pension calculated in accordance with the Local Government Pension Scheme Regulations.

### **3. Remuneration of Our Lowest Paid Employees**

3.1 All SBC employees are paid in accordance with a locally determined salary scale, appendix A.

3.2 “Lowest Paid Employee” means the employee on the lowest grade, assuming that the posts are full-time, excluding apprentices. The lowest grade is Level 1, £16,266.

#### **3.3 Unsocial Hours Payments**

The Council has a comprehensive Working Pattern Arrangement Scheme which sets out the allowances payable for:

- Overtime (for employees up to and including Level 5)
- Saturday and Sunday working
- Bank holidays
- Night working
- Sleeping-in duty
- Shift working
- Standby, on-call and call-out

#### **3.4 Terms and Conditions of Employment**

Employees, who are not Chief Officers, are employed on NJC terms and conditions of employment. Pay awards for these officers are negotiated nationally, and the Council applies any/all nationally negotiated pay awards to NJC employees.

### **4. Relationship between the Remuneration of Our Chief Officers and our lowest paid employees**

4.1 The base pay of the Chief Executive is currently £133,869. This is 8.2 times the pay of our lowest paid employees. ( $133,869 / 16,266 = 8.229$ )

The median earnings of all employees as of 1 April 2017, was £25,694. The median earnings figure complies with the specific requirements within the Local Government Transparency Code 2015 and includes all elements of remuneration that can be valued.

4.2 The pay of the Chief Executive is currently 5.2 times the pay of median earnings of our employees.

Date last updated: January 2018

Appendix A: Slough Borough Council Salary Scales

**NEW SLOUGH LEVELS STRUCTURE 1ST APRIL, 2017**

Level		SCP	Basic	L/W	Inclusive Annual Salary
L1	01	5	N/A	N/A	N/A
	02	7	N/A	N/A	N/A
	03	9	15375	891	16266
L2	01	10	15613	891	16504
	02	11	15807	891	16698
	03	13	16491	891	17382
L3	01	14	16781	891	17672
	02	16	17419	891	18310
	03	18	18070	891	18961
L4	01	19	18746	891	19637
	02	20	19430	891	20321
	03	21	20138	891	21029
	04	22	20661	891	21552
L5	01	23	21268	891	22159
	02	24	21962	891	22853
	03	25	22658	891	23549
	04	27	24174	891	25065
	05	29	25951	891	26842
L6	01	30	26822	891	27713
	02	31	27668	891	28559
	03	32	28485	891	29376
	04	34	30153	891	31044
	05	35	30785	891	31676
L7	01	36	31601	891	32492
	02	37	32486	891	33377
	03	38	33437	891	34328
	04	40	35444	891	36335
	05	41	36379	891	37270
L8	01	42	37306	891	38197
	02	44	39177	891	40068
	03	46	41025	891	41916
	04	47	41967	891	42858
L9	01	48	42899	891	43790
	02	50	44750	891	45641
	03	52	46635	891	47526
	04	53	47584	891	48475
L10	01	54	48589	891	49480
	02	55	49590	891	50481
	03	57	51610	891	52501
	04	59	53612	891	54503

**MEMBERS' ATTENDANCE RECORD 2017/2018**

**EMPLOYMENT AND APPEALS COMMITTEE**

<b>COUNCILLOR</b>	<b>20/06/17</b>	<b>03/08/17</b>	<b>24/10/17</b>	<b>25/01/18</b>	<b>11/04/18</b>
<b>Sarfraz</b>	P	Ap	P		
<b>N Holledge</b>	P	P	P		
<b>Bains</b>	Ap	P	P		
<b>Bedi</b>	P	P	P		
<b>Brooker</b>	P	P	P		
<b>M Holledge</b>	P	P	Ap		
<b>Qaseem</b>	Ab	Ap	Ab		
<b>R Sandhu</b>	P	P	Ap		
<b>Sharif</b>	P	P	P		
<b>Swindlehurst</b>					

P = Present for whole meeting  
Ap = Apologies given

P\* = Present for part of meeting  
Ab = Absent, no apologies given

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