

Employment Stability Agreement

March 2022



www.reading.gov.uk



Reading
Borough Council
Working better with you

Document History	
Version	1.2 (see below)
Status	Final (subject to approval by Personnel Committee)
Date	March 2022
Target audience	All employees of Reading Borough Council with the exception of Schools-based staff
Ratification	None
Author	HR Employment Services Team
Version control	Reviewers
Version 1.1	Initial draft – December 2018
Version 1.2	Amended March 2022

Table of Contents

Table of Contents	3
1. Introduction.....	4
2. Scope	4
3. Context	4
4. Consultation and Staff Involvement Framework.....	4
4.1 Key Principles of Consultation.....	4
4.2 Involving Staff in Organisational Development.....	5
5. Consultation in operation	5
5.1.1 General Principles.....	5
5.2 Statutory Requirements	6
6. Achieving Employment Stability	6
6.1 Initial Steps to Achieve Employment Stability	6
6.2 Selection Criteria in the Event of Reduced Staffing Levels	7
6.3 Finding Alternative Work - Redeployment	7
6.4 Salary Protection in the Event of Redeployment.....	9
7. Training and Development	9
8. Safeguards where alternative work is not practicable	10
8.3 Redundancy	10
8.4 Rights to a Redundancy Payment	10
8.5 Time off to look for alternative employment	11
8.6 Counter Notice	11
8.7 Redundancy Payments	11
9. Appeal Rights	11
9.5 Formal Appeal.....	12

Additional Guidance

- Organisational Change - Guidance and Support for Employees
- Organisational Change – Managers Guide

(The additional guidance is not part of the policy but is available to assist those involved in the policy. It can be found on the intranet or by clicking on the links above)

1. Introduction

- 1.1 This Agreement has been reached between the Council and its recognised trades unions and is effective from **(insert date when agreed by Personnel Committee)**.
- 1.2 The Council and its recognised trades unions are committed to the principle of employment stability. Both sides recognise that there have been changes in the delivery patterns of local government services. Whilst it is acknowledged that there is a need for adaptability, any changes must be achieved within a context of employment stability.

2. Scope

- 2.1 This Agreement applies to all staff employed by Reading Borough Council but excludes school based staff.

3. Context

- 3.1 Employment stability in this context means that both sides are committed to the principle that if change is necessary and desirable it is achieved within a framework which seeks to protect and support staff and as far as possible eliminates the need for compulsory redundancies.
- 3.2 This stability is likely to be achieved by timely, meaningful and open discussion of the challenges facing the Council and a system of redeployment, training and development which aims to retain skilled, committed and experienced staff.
- 3.3 The Council and recognised trades unions share the aim of ensuring staff who may be affected by change are retained in employment by means of training and development opportunities to retain required skills. If this aim is not achievable, every effort will be made to avoid compulsory redundancy.

4. Consultation and Staff Involvement Framework

4.1 Key Principles of Consultation

- 4.1.1 Consultation will be undertaken with trades union representatives and staff when management is considering changes to organisational structures or ways of working. Consultation, negotiation and agreement are at the centre of this joint approach to employment stability. It is recognised that if minor changes within an employee's job description are proposed, then effective communication and consultation should take place with the employee - who should be reminded of their right to involve their trades union in these discussions.
- 4.1.2 Consultation should commence as soon as it becomes known that there is a possible need to effect organisational change and meaningful details can be tabled.

4.1.3 Consultation will –

- ◆ include the active involvement not only of the recognised trades unions representing the group of staff affected by the change, but also the staff group itself.
- ◆ be on a collective and individual basis. Trade Union representation and participation will be allowed during such meetings.
- ◆ consider not only the staff employed in the work area affected by proposals for change, but also staff for whom the change may have an indirect impact.

4.1.4 Consultation with trades unions is not dependent upon the existence of union members within the group of staff directly affected by the change.

4.2 Involving Staff in Organisational Development

4.2.1 It may be the case that managers will want to involve staff, unions and other stakeholders when reviewing and developing services. Such an approach is to be welcomed as in accordance with the values of the Council and the principles of Best Value. The distinction needs to be made here between the preliminary stages of a review where there may be elements of staff involvement and participation and the point at which more formal consultation arrangements need to be put in place. The key here is that formal consultation should start as soon as the process moves from assessment of options for change to a firm set of proposals for change as described in the previous section above.

4.2.2 To assist the clarity of this process, it is suggested that any proposals for this type of approach should include a timetable which sets out the key stages of the process and when formal consultation stages will be introduced.

5. Consultation in operation

5.1.1 General Principles

- (i) The recognised trades union(s) representing the staff affected by the proposals will be given details in advance of the employees.
- (ii) When giving the relevant union(s) advance notice of the proposals for change, this may be done on the condition that the details are not released until management has had the opportunity to inform the affected staff (see (iii) below).
- (iii) As soon as proposals have been developed there will be a meeting with all the staff affected.

5.1.2 The information to be provided will be as follows –

- (iv) The nature of proposed changes and the reasons for them.
- (v) The likely impact of the proposed changes on the structure and organisation of the service area affected.
- (vi) The details of any proposed changes to job descriptions and roles of individuals.
- (vii) If there are likely to be job losses and, if so, the estimated number.
- (viii) A proposed timetable for the introduction of the organisational change including the key elements of consultation with staff and trades unions.
- (ix) At the initial meeting with the staff affected by the proposals management will provide an opportunity for the local union(s) to consult with its members.

5.1.3 During the consultative phase, staff will be given the opportunity to be consulted on an individual as well as a collective basis. Staff can be accompanied by their union representative at such meetings. This is in addition to the requirements to consult with the recognised trades union(s). Management and unions will discuss and agree the most effective method of consultation.

5.2 Statutory Requirements

In addition to the basic principles above, it is recognised that there are statutory periods for consultation where enforced job losses could result. In the event of 100 or more potential job losses, there is a 45 day minimum period and where there are 20 to 99 potential job losses, there is a 30 day minimum period. These statutory periods will be observed. However, the aim of the consultation principles above is to recognise the need to go beyond the statutory minimum.

6. Achieving Employment Stability

6.1 Initial Steps to Achieve Employment Stability

6.1.1 Steps that can be used to achieve employment stability are -

- (i) A Council wide freeze on recruitment
- (ii) A freeze on recruitment to the service area/directorate within which the potential redundancies have occurred
- (iii) Seeking volunteers for redundancy from within the service area affected or wider
- (iv) Review of the use of consultants and subcontractors

- (v) Review of overtime working
- (vi) Consider the ending of temporary contracts and use of agency staff

6.1.2 Consideration may also be given to introducing a process of 'voluntary redeployment' whereby a member of staff offers to be redeployed to another area of work to enable an 'at risk' employee to be redeployed into that post. Any such arrangement must be permissive and have the agreement of all the parties. In addition, an employee who volunteers for 'voluntary redeployment' will do so on a 'without prejudice' basis.

6.2 Selection Criteria in the Event of Reduced Staffing Levels

- 6.2.1 If the above measures cannot achieve the desired reduction in staff, then it may be necessary to apply selection criteria. In these circumstances it is necessary to consult with recognised trades unions and staff. Selection criteria will be open, transparent, clear and consistently applied.
- 6.2.2 There may be situations where the proposed changes involve reductions in staffing levels through the reconfiguration of existing posts. In these circumstances the selection methodology needs to reflect the following principles -
- 6.2.3 Where a new post in a structure is largely or wholly the same as a job in the old structure, then the postholder in the old post will be slotted in to the new post providing that they meet the basic requirements for the post contained in the person specification. This will take place where the grading of the new post is the same grade or one grade above or below of that of the old post.
- 6.2.4 Where a new post in a new structure is the result of combining the duties of 2 or more existing posts, then selection for the new post will, in the first instance, be restricted to those staff whose duties have been combined into the new post. This process is called 'ring fencing'.
- 6.2.5 If selection for a post is through a process involving 'ring fencing', the selection process to be used will be based around the Council's recruitment and selection procedure, adapted where necessary to reflect the circumstances of the situation.
- 6.2.6 Staff who are selected in this way and who are slotted in to a post at a lower grade are subject to the salary protection provisions of this Agreement.
- 6.2.7 Arrangements to put the above systems and principles into effect will be consulted upon as part of the reorganisation process.

6.3 Finding Alternative Work - Redeployment

- 6.3.1 An essential element of this Agreement is a recognition that employment stability is a concept that extends across the organisation and is not restricted to the place or section in which an employee is based.
- 6.3.2 For this reason, the concept of redeployment across the organisation is seen as an essential tool in achieving the aims of this Agreement.
- 6.3.3 The practical arrangements for redeployment are subject to the same need for collective and individual consultation as already defined above.
- 6.3.4 The HR Service will maintain details of staff who are to be redeployed. This information will be used to ascertain whether there is a member of staff to be redeployed before an advertisement for a job vacancy is placed. Such a check is an important preliminary stage before advertising a post and no advertisement should take place until this assessment has been made. In addition, the following principles and arrangements will be applied to staff who are to be redeployed -
- 6.3.5 Staff who are to be redeployed will be provided with details of all vacancies within the Council that exist at the time that their redeployee status is confirmed.
- 6.3.6 Staff seeking redeployment will receive 'prior consideration' for vacant posts that occur within the Council. 'Prior consideration' means that, providing the member of staff meets the basic requirements of the person specification, there should be a presumption that they will be offered the vacant post. It may be necessary to assess whether a person meets the basic requirements through a formal interview process.
- 6.3.7 If the employee is not offered a vacant post, then they should be told the reason(s) why it was felt that they did not meet the basic requirements of the post. This advice should be conveyed verbally and in writing to the employee (see section 9 – Appeal Rights).
- 6.3.8 Staff who are seeking redeployment will have an initial meeting with their manager and an HR Advisor when they will identify training and development needs which will assist them to be redeployed (ie training in interview skills). During the remaining period of their employment, the member of staff will have regular meetings with their manager and HR Advisor to discuss the progress of their attempts to find alternative employment and to agree further initiatives. These meetings can be requested by the employee.
- 6.3.9 Staff who are redeployed will have an entitlement to a trial period of 4 weeks in their new post. Within this period both the employee and management will have an opportunity to assess the employee's suitability to carry out the job. If, at the end of this period, the employee or manager feels that the trial period has not been completed successfully, they have the right to end the placement.
- 6.3.10 In the event that the manager feels that the trial period was unsuccessful, they shall tell the employee the reasons for coming to this decision in writing.

- 6.3.11 The trial period described above can be extended by the agreement of both sides.
- 6.3.12 The period of a trial under this scheme shall not count towards the employee's period of notice in the event that the trial is declared as unsuccessful by management.
- 6.3.13 There is an equal emphasis placed on a member of staff to take part actively in the process to identify potential reasonable alternative employment and the other processes described above.
- 6.3.14 An employee who is eligible for a trial period under this Agreement is not restricted to the number of such trials that can be undertaken during the period of notice

6.4 Salary Protection in the Event of Redeployment

- 6.4.1 A member of staff who has been redeployed to a post with a lower level of salary will be entitled to a period of salary protection.
- 6.4.2 Salary protection will be paid at the rate of pay that the person was on at the time of their redeployment, or one grade above the substantive grade to which the person is redeployed (whichever is the lower).
- 6.4.3 This rate of pay in 6.4.2 above will be frozen at this level for 4 years from the date of redeployment. There will be no incremental increases, however, national pay awards will be paid in the normal way. At the end of this period of protection, the rate of pay will become that for the post being filled.
- 6.4.4 Examples of pay protection calculations:

Example 1

An employee on RG5b is redeployed into a new post at RG4m. They will remain on RG5b for 4 years and will not receive any further increments although they will receive cost of living awards. At the end of 4 years, their pay will reduce to the top of RG4m.

Example 2

An employee on RG5b is redeployed into a new post at RG4b. Their pay will reduce to the top of R4m (i.e. one grade above the grade for their new role) from the date they start the new role and will not receive any further increments although they will receive cost of living awards. At the end of 4 years, their pay will reduce to the top of RG4b.

7. Training and Development

- 7.1 This part of the consultative stage requires an assessment of the skills needed in any new proposed organisational/structural arrangements compared to the skills that staff currently have. If the management assessment is that there is a

'gap' then this assessment and proposed options for filling the gap should be drawn up and consulted upon with staff and trades unions. The presumption here is that staff will be supported both financially and with reasonable time off to gain the experience or skill needed to meet this 'gap analysis'.

- 7.2 The key consideration is whether or not it is practicable for an employee to achieve the new skills required within a reasonable period of time. 'Reasonable' in this context is not defined as each case must be decided upon its merits and will vary from case to case.

8. Safeguards where alternative work is not practicable

- 8.1 There may be occasions where despite the operation of this Agreement it has not been possible to safeguard the continued employment of staff within the section or department in which they are currently placed. Such circumstances will be the exception and such a conclusion will only be drawn where all other methods of protecting employment referred to above have failed.

- 8.2 Any proposal that includes the possibility that an enforced redundancy may arise should be notified to the Joint Trade Unions.

8.3 Redundancy

- 8.3.1 If it has not been possible to redeploy a member of staff, then, at the conclusion of the consultation period, those individuals identified as being 'at risk' will be given notice of redundancy.

- 8.3.2 The period of time allowed for redeployment may be extended beyond the period of formal consultation by joint agreement between management and trades unions, but will not normally exceed 90 days.

- 8.3.3 Staff will be expected to work through their period of notice unless it is felt by management that this would be inappropriate or impractical. In these situations the member of staff will be dismissed by reason of redundancy and given pay in lieu of notice.

- 8.3.4 A member of staff working their notice period will be entitled to the same support and assistance in obtaining further employment as under the 'at risk' stages of the process.

- 8.3.5 If no suitable employment has been identified at the end of the notice period, then the member of staff will be dismissed by reason of redundancy.

8.4 Rights to a Redundancy Payment

- 8.4.1 A member of staff will lose the right to a redundancy payment in the event that they unreasonably refuse an offer of suitable alternative employment.

8.4.2 An 'unreasonable refusal' is not defined in statute, but there is indicative case law that will help the Council come to a view as to what is a reasonable or unreasonable refusal.

8.4.3 As a general rule, offers of alternative employment which are on the same grade or which protect the earnings of the member of staff under the salary protection arrangements in this procedure and which are within the geographical boundaries of the Council will be regarded as being 'reasonable'.

8.5 Time off to look for alternative employment

8.5.1 Staff who are under formal notice of potential redundancy may have reasonable time off with pay to attend external job interviews. This right does not apply to staff who are 'at risk', but requests for time off from 'at risk' staff will not be unreasonably refused.

8.6 Counter Notice

8.6.1 A member of staff who is given formal notice of redundancy may, if they wish, give the Council 'counter notice' – that is notification of their intention to leave prior to the end date in the employer's notice. Such 'counter notice' will not be unreasonably refused and will be without prejudice to the member of staff's rights to receive a redundancy payment in accordance with the terms of the Local Government Redundancy Scheme.

8.7 Redundancy Payments

8.7.1 Calculations of redundancy payments will be made in accordance with the Local Government Redundancy Payments Regulations (as amended). There is no automatic entitlement to enhanced payments under this scheme, but consideration to the granting of enhanced payments will be given. Any variation to the amount of redundancy compensation is at the sole discretion of the Council's Personnel Committee.

9. Appeal Rights

9.1 Staff who are aggrieved about the application of any element of this procedure should, in the first instance, seek to raise their concerns informally with their line manager or through the informal and formal consultation process described above – either individually or with the support of their trades union. It is likely that many of the issues that cause staff concern can be successfully addressed through this approach.

9.2 If, however, these concerns cannot be addressed through these means, the employee shall have the right to make a formal appeal to their Assistant/Deputy Director or Director. The appeal will be heard by the Assistant/Deputy Director or Director for the service being reorganised or, if they are not available, by an Assistant/Deputy Director or Director from another directorate.

9.3 An employee may appeal against –

- selection for redeployment
- an interpretation and/or application of this agreement (unless the interpretation/application has been agreed as part of the union/management consultation process)
- formal notice of redundancy

9.4 The appeals will be heard within the timescales set out below. The lodging of an appeal should not, in itself, delay the application of any change process. If an appeal is heard after a change has taken place, then this will not prejudice the rights of the employee making the appeal and cannot be used by management as a reason for not upholding the appeal. It is in the interests of both sides that appeals are addressed and resolved before the proposed change takes effect and every effort should be made to ensure that this happens within the timescales set out below.

9.5 Formal Appeal

9.5.1 A formal appeal to the Assistant/Deputy Director or Director must be lodged in writing within 5 working days of the event complained of (eg selection for redeployment). The written submission should state the grounds for the appeal as well as the reasoning for the appeal in summary form. If the appeal is against dismissal, the appeal will be heard by a panel which will be chaired by a senior manager at Assistant/Deputy Director or Director level who has not been involved in the decision to impose dismissal on the employee, together with the Chair of Personnel Committee and one other member of Personnel Committee or their substitute(s). The hearing manager/panel will be advised by an HR professional and a note taker will also be present.

9.5.2 The Assistant/Deputy Director or Director /panel will consider the representations made by the employee within 5 working days of receipt of the appeal. The Assistant/Deputy Director or Director will receive verbal as well as written submissions from the employee and/or their trades union and the relevant manager responsible for the reorganisation. The Assistant/Deputy Director or Director /panel shall also be advised by an HR advisor.

9.5.3 The Assistant/Deputy Director or Director /panel shall notify the employee of the outcome of the appeal in writing within 5 working days of any hearing convened for that purpose.

9.5.4 The decision of the Appeal shall be final. There is no further right of appeal.

9.5.5 The above time limits during the appeal stage can be varied by joint agreement.