


Bargaining Support Group



BARGAINING ON WORKFORCE REORGANISATION

Introduction

This guide is intended to assist negotiators when faced with employer proposals to carry out an internal reorganisation of their operations.

Fundamentally, in workforce terms, reorganisation will usually involve moving from one set of staff on a certain range of terms and conditions to another set of staff on a different range of terms and conditions.

The union's objective through this process clearly focuses heavily on protecting jobs, terms and conditions.

Therefore, this guide seeks to:

- Highlight the minimum legal requirements that employers must adhere to through any reorganisation process;
- Outline the bargaining opportunities at each step of a reorganisation process to achieve maximum staff protections;
- Offer a model agreement for handling reorganisation which provides a target for negotiations and enables adaptation to local circumstances.

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The guide does not cover the procurement process, which may involve transfer of operations to an external provider and is covered in UNISON's [Bargaining on procurement and TUPE](#) guide.

And where reorganisation, or “restructuring,” is solely a euphemism for redundancies, this is covered in UNISON's [Bargaining over collective redundancy](#) guide.

Legal protections

Reorganisations can result in such a wide range of changes that almost any dimension of employment related law may become relevant to the outcome. However, this section attempts to summarise the main regulations that typically affect the immediate reorganisation process and its lasting impact, before the following section describes how negotiations may build on these legal minimums to shape the best possible result for the workforce.

Contractual terms

In the course of any reorganisation, it is common for an employer to seek to move staff into different roles that entail different terms and conditions.

Whenever an employer is seeking to change contractual terms and conditions for an employee, those changes have to be agreed.

Most contractual changes have to be agreed with the individual employee.

Some contractual changes can be agreed with a union. Those changes relate to terms which are explicitly defined in an employee's contract as being subject to collective agreement with the union or terms which are implied as determined by agreement with the union through custom and practice.

Some contracts can contain a flexibility clause that seeks to allow changes to terms and conditions without further agreement. However, in general, these clauses are only accepted as legally valid for minor issues or where the issue is very specifically defined, such as a mobility clause that allows precise changes to an employee's usual place of work. In other words, flexibility clauses do not give employers carte blanche to change terms and conditions.

If a change relates to anything that must legally appear in the employee's written terms (as defined in the written statement of employment particulars), the employer must notify the employee of the change in writing within a month of the change taking effect [for a full list of the required contents of the written statement of particulars, see UNISON's [Bargaining on types of employment contracts](#) guide]

If contractual changes are imposed without agreement, the employer can leave themselves open to liability for breach of contract or unlawful deduction of wages.

However, if an employee continues to perform their work without protest after changes are imposed, this can be taken as accepting terms. Protest can take the form of lodging a formal grievance or setting out written rejection of changes to the employer on a regular basis. Though the longer work under protest continues, the more likely a tribunal may see the employee as accepting the terms and conditions in practice.

If employees do not accept changes, employers may be tempted to try moving toward dismissal and re-engagement of staff on the new terms that they are seeking to impose.

Dismissal legislation

The regulations relating to dismissal and re-engagement, alongside any attempt to cut jobs as part of a reorganisation, are set out in detail within UNISON's [Bargaining over collective redundancy](#) guide.

However, the essence of protections when reorganisation leads down the route of dismissal are as follows.

- Where staff meet the criteria for protection against “unfair dismissal,” employers have to be able to show that they have:
 - What is legally defined as a “fair reason” for dismissal;
 - Followed the legal definition of a “fair procedure” to reach dismissal.
- In England, Scotland and Wales, unfair dismissal protection is afforded by the Employment Rights Act 1996 to staff legally defined as an “employee,” rather than a “worker” (which can be the designation of some types of staff), where they have worked the qualifying period of two years” continuous service with the same employer. In Northern Ireland, the Employment Rights (Northern Ireland) Order 1996 applies, which continues to set the qualifying period at one year. The legislation on which unfair dismissal is based treats redundancy as a separate category to dismissal and re-engagement.
- In any reasonably large-scale proposal, the process for dismissals will be defined by the collective consultation regulations enshrined in section 188 of the Trade Union and Labour Relations Consolidation Act 1992 or section 216 of the Employment Rights (Northern Ireland) Order 1996.
- Under this legislation, dismissal and re-engagement is defined as a form of redundancy and therefore the regulations require treatment of staff to follow the same pattern.

- The key features of the legislation are that they require employers to:
 - Send elected employee representatives a specific set of information about the redundancy proposals;
 - Carry out a minimum period of consultation for genuine and meaningful discussion that looks at ways of avoiding the dismissals, reducing the number of dismissals and mitigating the consequences of the dismissals.

Health and safety legislation

As well as the contractual and dismissal legislation governing how the employer can carry through organisational changes, health and safety legislation can help to control the impact of those changes.

The principal legislation for that purpose is the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 (in Northern Ireland, the equivalent legislation is the Health and Safety at Work (Northern Ireland) Order 1978 and the Management of Health and Safety at Work Regulations (Northern Ireland) 2000).

While the former imposes a general requirement to ensure the health, safety and welfare of employees, the latter establishes a specific requirement to carry out an assessment of the risk to health from working arrangements and take action accordingly by removing or reducing risks.

The Safety Representatives and Safety Committees Regulations 1977 (in Northern Ireland, the Safety Representatives and Safety Committees Regulations (Northern Ireland) 1979), add further weight by specifying that health and safety reps must be consulted on any risk assessment and be provided with the results. This consultation has to be conducted in good time before decisions are made concerning such issues as work equipment, processes and organisation.

The details of this legislation are provided in UNISON's [Health and Safety "Six Pack"](#) but the application of the regulations to any reorganisation is considered later in this guide.

Equality legislation

In conducting a reorganisation, employers must also ensure that they comply with legislation designed to prevent discrimination.

In England, Scotland and Wales, the Equality Act 2010 defines protections in terms of nine “protected characteristic” - age, race, sex, gender reassignment, disability, religion or belief, sexual orientation, marriage or civil partnership, pregnancy and maternity.

The Public Sector Equality Duties add the more proactive requirements on public authorities to eliminate discrimination, advance equality of opportunity and foster good relations between different people when carrying out their activities

In Northern Ireland, the various pieces of anti-discrimination legislation are not consolidated into a single Act, but Section 75 of the Northern Ireland Act 1998 places a general requirement on public authorities to pay due regard to:

- the need to promote equality of opportunity in respect of religious belief, political opinion, gender, race, disability, age, marital status, dependants and sexual orientation;
- the desirability of promoting good relations between persons of different religious belief, political opinion or racial group.

In order to ensure that reorganisation proposals meet these requirements, the equality impact assessment is usually the best means for displaying the consequences for the specified groups and triggering appropriate action.

Beyond the immediate implementation of a reorganisation, equality legislation can also have a significant effect in handling the long-term impacts.

For instance, new working arrangements can trigger the general requirement enshrined in the Equality Act 2010 for Britain and the Disability Discrimination Act 1995 in Northern Ireland that reasonable adjustments are made for disabled workers in the workplace.

Bargaining to maximise protections

Legal protections offer a baseline to which employers can be held over the reorganisation process. However, much more can be achieved through agreement with an employer over the procedure for handling reorganisation.

Most importantly, an agreement can specify:

- The general principles for handling any reorganisation which recognises the benefits to all parties of a fair procedure and the central role of the union in the bargaining process;
- A commitment to avoiding compulsory redundancies and any net detriment to staff from changes to terms and conditions;
- A series of measures built around slotting-in, ring-fencing, offering suitable alternative employment and maintaining a redeployment register to maximise employment protections for staff;
- Assessment and management of any health and safety risks to staff resulting from the change;
- Monitoring the workload pressures and stresses on staff over the long-term to address any negative consequences of changes.

Making the case for an agreement

It may be that an employer has no established procedure for handling organisational change or it may be that the established procedure needs improvement.

In either case, making an approach to an employer should emphasise that:

- The union accepts that any organisation must adapt to changing circumstances. However, how the employer handles such change can have a major effect on staff morale and motivation, with consequences for staff turnover, productivity, sickness absence and ultimately the quality of service that the organisation delivers.
- Therefore, a fair, consistent and transparent procedure is necessary to work in partnership with staff and navigate through reorganisation without facing short term disruption or long-term damage.

Establishing the key procedural features

The ideal core features of the general approach to reorganisation should include a commitment to:

- Bring all significant reorganisation proposals to a joint negotiating committee with trade union reps. Reorganisation can be defined broadly to not just encompass changes that have major impacts on jobs, terms and conditions, but also where those dimensions are relatively untouched but methods of working change. The introduction of new technology can for instance fall into either of these scenarios, but it will usually be valuable to bring all such proposals before a joint committee to consider consequences for the workforce;
- Ensure that proposals are brought to the table early in their development to facilitate discussion of the rationale for change and how the goals of change may be achieved through alternative or adapted methods;
- Meetings of the joint negotiating committee at appropriate intervals throughout the reorganisation process and continued discussion as a regular item over any subsequent monitoring phase;
- Share all information relevant to making a fair assessment of proposals and their consequences at the joint negotiating, in accordance with the principles of the ACAS code of conduct on Disclosure of Information to Trade Unions for Collective Bargaining Purposes (in Northern Ireland, the equivalent code is published by the Labour Relations Agency);
- Permit employees to be accompanied by a trade union rep or official if individual consultation meetings are held as part of the process; The formal legal right to be accompanied only applies where a meeting deals with issues affecting an employment contract. This will normally apply in the case of reorganisation, but it is valuable to set a default position that allows accompaniment throughout the process;
- Rule out proposals that include compulsory redundancies or an overall deterioration in the total value of terms and conditions for staff;
- Rule out proposals that enable an employer to introduce more insecure forms of contract that fail to guarantee regular hours for current or new staff. The introduction of some forms of new technology can play a particularly dangerous role in driving such proposals by employers;

- Seek to ensure that reorganisation improves the working lives of staff, while balancing that ambition against the requirements of better service delivery. Reorganisation can often put the union on the defensive, but it can also open up opportunities to make gains. Adoption of new technology for instance can allow union reps to make the case for sharing benefits with improvements to hours / leave or reducing the proportion of work devoted to repetitive, administrative tasks;
- Firm up any early outlines where there is an agreement to proceed by putting forward a clear envisaged new structure, including the consequences for the number of roles, the nature of job responsibilities, terms and conditions, and training to be made available for acquiring different skills;
- Ensure that all new and changed roles go through a thorough and fair job evaluation process;
- Subject proposals to thorough risk assessment of new or changed roles, in consultation with union health and safety representatives. This can draw on the Health and Safety Executive guidance for handling organisational change at [Human factors/ergonomics – Organisational change](#);
- Subject proposals to an equality impact assessment, with a view to addressing negative impacts on any particular group of staff;
- Assess the impact of organisational change on affected staff for a sufficient period after the reorganisation takes place to enable action to address any damaging consequences.

Allocating staff to new roles

One of the most important features of a reorganisation procedure for maximising the protection of jobs is a fair allocation process for new roles that goes through a series of defined steps.

- Where a clearly defined workplace unit will be reorganised in a way that leaves the number of roles unchanged and the nature of the roles remains broadly similar to the previous roles (normally defined as roles on the same grade carrying 75% of the same duties), a straightforward slotting-in process can be used in moving staff from old roles to new roles.
- Where the new unit will contain fewer jobs or the new structure creates roles that carry a significant change in responsibilities (i.e. the grade changes or the new role carries less than 75% of the former duties), ring-marking can allow affected staff the first opportunity attain to the roles through a fair assessment of their skills against the job specification.
- Where the number of roles in the new structure will leave staff unallocated, the employer is liable to move to notifying staff that they are at risk of redundancy. In such circumstances, use UNISON's [Bargaining over collective redundancy](#) guide to assist in enforcing rights to:
 - Receive adequate information on the redundancy proposals
 - A fair reason and procedure for dismissal
 - A minimum timetable for genuine and meaningful consultation that looks at ways of avoiding the dismissals, reducing the numbers of dismissals and mitigating the consequences of the dismissals.

The guide goes on to highlight the variety of alternative measures that can be put forward to blunt the dangers of redundancy, including a fair procedure that offers suitable alternative employment and redeployment. Suitable alternative employment covers roles that arise after notification of redundancy that are classified as “not substantially less favourable” to an employee’s current role. Therefore, such roles would normally be on the same grade, but suitability would also take account of all the skills, responsibilities, location and terms of the role.

It is commonplace for such roles to allow a trial period when both sides can evaluate the feasibility of taking on the role. Four weeks is a common time period, though the period can be extended as appropriate, particularly if a significant period of training is needed to take on the role. For instance, the National Assembly for Wales makes trial periods available for up to 12 weeks

However, one of the features of suitable alternative employment is that if a member of staff is judged to have unreasonably turned down such a role, there is a danger that they will lose their right to redundancy payments. Where trial periods apply, further care is needed to ensure that extended trials cannot be interpreted as acceptance.

Where any member of staff at risk of redundancy is on maternity, adoption or shared parental leave, any suitable alternative employment has to be offered to them first, in accordance with statutory duties.

A final fallback for staff can be the maintenance of a redeployment register, which allows notification of any remaining unallocated staff with the first opportunity to apply for any further roles that emerge in the new structure, even if they are not graded in a way that makes them suitable alternative employment.

This mechanism does not preserve pay rates in the way that “suitable alternative employment” tends to because there is no guarantee that the work will be of the same grade, but it also does not carry the same dangers of losing redundancy payments where turned down.

In the case of redeployment, a pay protection period (typically running to two years) is liable to provide a valuable cushion for the impact of moving to a lower graded position.

Other examples of pay protection methods include that at Robert Gordon University, where pay is frozen at its level immediately prior to the redeployment until the highest rate for the “new” position “catches up.” If the new rate has not caught up after four years from the date of the employee starting in the redeployed post, the maximum pay point on the grade for the new post is applied.

All the provisions for suitable alternative employment and redeployment are covered in UNISON’s [model redundancy procedure](#)

All decisions over allocating staff to roles should be open to appeal by the affected employee. Appeals shall be made in writing within five working days of the decision being announced and considered by a different panel to that which made the original decision within 15 working days.

Monitoring long-term impacts

In the long-term, reorganisations can have a major impact on the working lives of staff. Intensified workloads are an area of particular vulnerability, with all the possible damaging consequences for stress and mental health across the workforce.

Therefore, procedures for handling reorganisation should put in place a programme of measures to monitor the consequences for staff and act on the findings.

Regular risk assessments for staff affected by the changes are a crucial means for addressing pressures placed on staff. UNISON's guidance on conducting risk assessments is set out [here](#). The form of the risk assessment can be based on the Health and Safety Executive (HSE) Stress Management Standards set out in UNISON's [Stress Toolkit](#) (in Northern Ireland, the Health and Safety Executive Northern Ireland adopts the same stress management standards as those that the HSE applies in Britain).

These assessments can be run in tandem with a wider agreement to monitor workloads. UNISON's guidance on bargaining over workload, including a model workload agreement, is set out [here](#)

However, the key features of a workload agreement are to monitor signs of stress emerging from affected units through data on turnover rates, vacancy rates, sickness absence rates, accident rates and paid hours beyond contracted hours. This data can be supplemented through a survey of staff that covers perceptions of workload and how it has changed, damage to their health and morale, the scale of unpaid hours worked, reasons for working unpaid hours, frequency of staff shortages, frequency of working beyond their grade and the level of support from management.

The findings of this work can be the trigger for adopting a host of different measures to reduce pressures, such as increased staffing, improved hours and leave, availability of more flexible leave, a "right to disconnect" outside of contracted hours or putting in place greater mental health support.

UNISON's bargaining guidance on all these areas and many others is set out [here](#)

Appendix 1 – Model agreement

ORGANISATIONAL CHANGE AGREEMENT BETWEEN [NAME OF EMPLOYER] AND [UNISON BRANCH]

1 General principles

- 1.1 This policy is developed in recognition that organisational change can be essential to maintaining high quality services. However, if the process is not handled appropriately, organisational change can also damage morale and motivation among staff, with negative consequences for service standards.
- 1.2 Therefore, this policy aims to ensure that organisational change is conducted through fair and consistent procedures that put communication with staff, listening to staff concerns and addressing staff concerns through negotiation with trade union representatives at the heart of the process.
- 1.3 This policy will apply wherever the proposed change is expected to have an impact on the number of jobs and / or the terms and conditions of roles, such as changes to working patterns, workplace locations, grades and the nature of job responsibilities.
- 1.4 Reorganisation shall not result in compulsory redundancies, as other methods will be utilised to achieve any reduction in overall staffing levels, and shall not result in the introduction of contracts that fail to guarantee regular hours.
- 1.5 Wherever possible, pilots of the proposals will be conducted to allow more informed assessment of its likely full impact.

2 Procedure overview

- 2.1 A meeting will be held with trade union reps at an early stage when proposals for organisational change are at a formative stage to enable employees to input to the shaping of proposals.
- 2.2 Proposals will then be put forward through a formal consultation paper which includes:
 - The rationale for change;
 - The current and proposed staffing structure;
 - Job descriptions and grading / bandings of new / revised posts;
 - Training available to fulfil new job roles;
 - The method by which employees will be selected for posts within the new structure;
 - Any anticipated direct or indirect consequences for staff health and safety;
 - The equality impact assessment;
 - The timeframe for negotiation;
 - Feedback methods through the negotiation process;
 - The process to be followed after the negotiation period concludes.
- 2.3 The negotiation period will allow staff and union reps sufficient time to consider the proposals fully.
- 2.4 Meetings will be held with trade union reps to enable staff to provide feedback on concerns throughout the change process and facilitate dialogue on solutions to areas of dispute.
- 2.5 In response to feedback and alternative proposals, *[name of employer]* will inform trade unions reps of changes made to proposals or the rationale for rejecting alternatives.
- 2.6 Meetings with individual members of staff over the proposals will allow for the right to be accompanied by a trade union rep throughout the process.
- 2.7 Information shall be shared between *[name of employer]* and *[UNISON branch]* to enable fully informed discussion and as a minimum observe the requirements of the ACAS *[replace with LRA for Northern Ireland]* code of conduct on Disclosure of Information to Trade Unions for Collective Bargaining Purposes.
- 2.8 The equality impact assessment will assess the impact of the proposal on the specific groups of staff defined by the 2010 Equality Act *[in the case of Northern Ireland, substitute with Section 75 of the Northern Ireland Act]* with a view to amending the proposal if the assessment reveals discriminatory impact and improving the proposal to promote equality.

3 Allocation of roles in the new structure

- 3.1 For any workplace unit subject to reorganisation a full set of job descriptions for posts in the new unit will be published and roles will be graded according to the job evaluation scheme.
- 3.2 Posts in the new unit shall be filled utilising slotting in and ring-fencing during a first round of allocation:
 - 3.2.1 Slotting in without the need to go through a recruitment process shall apply where there has been no significant change in the duties and responsibilities of a post following restructuring and where the number of posts available is equal to or in excess of the number of existing post holders in the workplace unit. To qualify for this treatment a post must be of the same grade before and after restructuring, while no other member of staff should have a comparable claim on the post.
 - 3.2.2 Ring-fencing of applications for posts in a new workplace unit will apply where the former unit contained posts that carried substantially the same duties and responsibilities, but the number of staff exceeds the number of posts available in the new unit, or where there are similarities between old and new posts but there are also significant differences that do not make them suitable for slotting in. The allocation of roles under ring fencing will be based on an objective assessment of skills against the person specification for the role
- 3.3 Applicants who are rejected for any role will allow have the right to appeal. Appeals shall be made in writing within five working days of the decision being announced and will be considered by a different panel to that which made the original decision within 15 working days.
- 3.4 Where, despite the application of these allocation procedures, the number of roles in the new structure is less than the number of roles in the current structure, the redundancy proposal procedural agreement set out in the appendix below shall be applied, which makes available “suitable alternative employment” and possible redeployment for “at-risk” staff.

4 Pay protection

- 4.1 Where an employee's pay for their new job is less than the pay for their old job, the employee will be eligible for pay protection of their salary that endures for two years.
- 4.2 In such circumstances, the organisation will make every effort, for a period of two years following the redeployment, to offer the employee a job more suitable to his/her original status.

5 Other changes to terms and conditions

- 5.1 Any proposed changes to terms and conditions will be the subject of negotiation between *[name of employer]* and *[UNISON branch]*.
- 5.2 Discussions will seek to avoid any overall detriment to the package of terms and conditions, consider alternative ways of achieving the goals of reorganisation and only result in changes where they have been agreed.
- 5.3 It is recognised that any changes to terms which are explicitly defined in an employee's contract as being subject to collective agreement with the union or terms which are implied as determined by agreement with the union through custom and practice, will be agreed with *[UNISON branch]*.
- 5.4 It is recognised that any changes to other terms will need to be agreed with each individual employee.
- 5.5 Any individual employee will be permitted to attend a consultation meeting with the support of a trade union representative or official.
- 5.6 Any agreed change relating to an employee's written terms (as defined in the written statement of employment particulars) will be notified to the employee within a month of the change taking effect.

6 Monitoring consequences of changes

- 6.1 It is acknowledged that organisational change can have major consequences for the workforce, particularly in terms of workload, stress and mental health.
- 6.2 To ensure the protection of staff health and safety, as well as maintaining standards of service by guarding against a deterioration in staff morale and motivation, regular meetings between *[name of employer]* and *[UNISON branch]* will assess signs of increased pressures on staff and the need for appropriate remedial action.
- 6.3 All new and revised roles will be risk assessed at appropriate intervals, with health and safety reps consulted on those assessments.

7. Signatories

This agreement comes into force on:

Date:.....

This agreement will be reviewed on:

Date:.....

SIGNED for *[Employer Name]*

DATE

SIGNED for *[UNISON Branch]*

DATE

Appendix

REDUNDANCY PROPOSAL PROCEDURAL AGREEMENT

1. General principles

- 1.1 This document sets out the procedure to be followed when any proposals for organisational changes are put forward that may lead to the loss of jobs.
- 1.2 Both parties recognise that discussion on any such proposals should begin at the earliest possible opportunity through the joint negotiating committee.
- 1.3 No compulsory redundancies shall be imposed on staff, but both parties are committed to discussing all other options for achieving organisational change where it has been shown to be necessary.

OR

Both parties are committed to discussing all options for achieving organisational change where it has been shown to be necessary and making every effort to avoid imposition of any compulsory redundancies.

2. Sharing information

2.1 In accordance with legislation, union reps will be provided in writing with:

- The reasons for the proposals;
- The numbers and descriptions of employees it is proposed to dismiss as redundant;
- The total number of employees of any such description employed by the employer at the establishment in question;
- The proposed method of selecting the employees who may be dismissed;
- Information on the numbers, location and roles of agency workers;
- The proposed method of carrying out the dismissals, taking account of any agreed procedure, including the period over which dismissals are to take effect;
- The proposed method of calculating any redundancy payments, other than those required by statute.

2.2 This information will be provided regardless of the number of proposed job losses.

2.3 In accordance with legislation, union reps will also receive a copy of the HR1 Advance Notice of Redundancy form.

2.4 In order to hold a genuine and meaningful consultation that gives serious consideration to ways of avoiding the dismissals, reducing the numbers of employees to be dismissed and mitigating the consequences of the dismissals, all information necessary for facilitating a joint consideration of achieving these goals shall be shared.

2.5 It is recognised that in order for employers and union reps to assess options thoroughly, the following information is likely to be necessary:

- Financial accounts for the previous financial year and financial budgets for the current financial year, which display:
 - A detailed breakdown of non-staffing costs;
 - An assessment of cost savings that can be achieved through limiting the refilling of posts when staff leave the organisation and placing restrictions on recruitment / reducing the use of temporary, agency or casual staff / reducing or eliminating overtime / promoting forms of flexible working that reduce costs, such as home working or job sharing / promoting voluntary unpaid leave and career breaks.
- An equality impact assessment of the proposals;

3. Timetable

- 3.1 The consultation period on proposals for less than 20 redundancies within a period of 90 days shall run for at least [45] days.
- 3.2 The consultation period on proposals for 20 redundancies or more within a period of 90 days shall run for at least [90] days.
- 3.3 A schedule of meetings shall be established over the consultation period and consultation shall not conclude until a thorough exploration of all issues identified has been completed.

4. Alternative measures

- 4.1 In seeking to avoid or reduce redundancies, consideration will be given to the following measures:
 - Establishing a voluntary redundancy or early retirement scheme;
 - Limiting the refilling of posts when staff leave the organisation and placing restrictions on recruitment;
 - Reducing the use of temporary, agency or casual staff;
 - Reducing or eliminating overtime;
 - Moving staff into other roles through suitable alternative employment and redeployment schemes;
 - Promoting voluntary unpaid leave (possibly including career breaks);
 - Promoting forms of flexible working that reduce costs, such as home working or job sharing.

4.2 Any voluntary redundancy scheme established will observe the following rules:

- Availability of the scheme for all staff across the entire organisation;
- Clear communication to staff setting out the availability of voluntary redundancy and its terms through individual letters / email, alongside specification of the closing date and application form;
- Clear specification of qualification criteria that are objective and non-discriminatory, with central consistency checking of assessments drawn from different managers;
- Where an employee's application is accepted, notification of the outcome in writing and a meeting with the relevant manager to agree the timing of redundancy as well as confirm notice, holiday and pay arrangements;
- Where an employee's application is rejected, notification of the outcome in writing with an opportunity to discuss the outcome with the relevant manager and lodge an appeal that is assessed by senior management not involved in the original decision;
- Enhancements to statutory redundancy payments through the following adjustments to the calculation of entitlement:
 - Doubling the number of weeks' pay applicable under the statutory scheme for each year of continuous service;
 - Utilising actual week's pay even where it exceeds the weekly limit of the statutory scheme;
 - Making payments available to staff with one year's service.

4.3 If an early retirement scheme is established, the following steps will be taken:

- A communications drive will highlight the availability of the early retirement scheme for staff while clearly showing staff the consequences for their pension entitlement;
- A review of early retirement terms will be conducted to consider improving its attractiveness for staff in terms of the age at which it can be taken and the scale of reduction in normal pension entitlement.

4.4 If a suitable alternative employment system is established, the following steps will be taken:

- Once staff are identified as at-risk of redundancy, any current and new vacancies will be brought to the attention of those staff;
- Any new vacancy will be ring-fenced to give at-risk staff first consideration in appointment to the vacancy, with an evaluation of the job content completed to enable highlighting of suitable roles to staff judged to match the vacancies;
- Where any member of staff at risk of redundancy is on maternity, adoption or shared parental leave, any suitable alternative employment available will be offered to them first, in accordance with legal requirements;
- Where the numbers seeking a role judged to be suitable alternative employment exceeds the number of posts available, interviews will be held that score applicants against the appropriate job description
- A trial period of up to [12 weeks] will be permitted for the suitability of the role to be considered by both parties.

4.5 If a redeployment register is established, the following steps will be taken:

- Once staff are identified as at-risk of redundancy, vacancies that are not judged to form suitable alternative employment or such roles that have been rejected by at-risk staff will be lodged to the register;
- At-risk staff will have first option on whether to apply and will be entitled to discussion with the appropriate manager over whether training may be feasible to allow take-up of the role.
- Where the redeployed role is at a lower salary than the employee's former role, pay protection will apply for two years

5. Selection process

- 5.1 In identifying the group of staff who may face redundancy, appropriate consideration will be given to whether redundancies should be selected from across the whole organisation or a specific part of the organisation in terms of staff undertaking a similar type of work or working in a particular location.
- 5.2 The criteria for selection from this group of staff will be fair and objective, using consistently applied job related criteria, backed by evidence where possible. The criteria be non-discriminatory on grounds of any protected characteristic or automatically unfair reason
- 5.3 All staff identified as at-risk of redundancy will be entitled to be accompanied by a union rep to any meeting concerning their redundancy situation.
- 5.4 All staff will have the right to appeal against their selection and have their case heard by a senior manager who was not party to the original decision.
- 5.5 Staff given notice of redundancy shall receive the following information:
 - The notice period;
 - The leaving date;
 - The redundancy due;
 - The calculation used to determine redundancy pay;
 - The pay due for any other reason (such as outstanding holiday pay);
 - The method and timing of payment;