

REDEPLOYMENT POLICY

INTRODUCTION

The aim of this policy is to establish Tayside Contracts' approach when dealing with a potential redeployment situation, and to detail the procedure to be adopted in seeking alternative employment.

Both Tayside Contracts and the trade unions recognise that redeployment represents an important method of avoiding compulsory redundancy. However, other circumstances in which redeployment may require to be considered include:

- Ill health
- Work performance
- Employee's request

Tayside Contracts' Redundancy, Sickness Absence Management and Performance at Work policies already document the procedures to be adopted in dealing with a redundancy, ill health and poor performance situation respectively. These policies and procedures continue to apply. The aim of this policy is to deal specifically with the situation where as a result of following through any of these procedures, it becomes necessary to seek alternative employment for the individual concerned.

Through this Redeployment Policy, Tayside Contracts will aim as far as is practicable to retain an employee in employment and to apply fair and equitable procedures in seeking suitable alternative employment for any (permanent) employee.

SCOPE OF POLICY

This policy applies to all individuals working at all levels and grades within Tayside Contracts.

PRINCIPLES

In the first instance alternative employment will be sought within Tayside Contracts. Should this prove unsuccessful then, in appropriate circumstances, the three Constituent Councils will be approached. An employee will be expected not to refuse an offer of suitable alternative employment without a valid reason.

In accordance with the Equality Act 2010, Tayside Contracts will make reasonable adjustments to working arrangements and equipment in an effort to ensure the continued employment of an employee who has or develops a disability that meets the definition outlined in the Equality Act.

Tayside Contracts will make every effort to redeploy employees into posts at their existing wage/salary. However should this not prove possible, the employee will be appointed on the terms and conditions attached to the new post. Where an employee was previously in receipt of payments such as shift allowance, weekend working, standby etc, and the conditions justifying such payments do not pertain to the post into which the employee has been redeployed, then these payments will cease.

Where Tayside Contracts is not in a position to maintain an employee's hours and/or grade as part of the redeployment process, then a one-off compensation payment will be made. The payment will be calculated on a similar basis as a redundancy payment which reflects an employee's age, length of service and weekly wage and will take cognisance of the differential between the old and new level of remuneration.

In circumstances where Tayside Contracts has instigated the redeployment of an individual i.e. in a potential redundancy situation or an employee is redeployed due to ill health and additional travel expenses are incurred, excess travel will be paid in accordance with our Terms and Conditions of Employment. However, where an employee is redeployed due to poor work performance or if the employee has requested a transfer to alternative employment, no excess travel will be paid.

On redeployment to an alternative post, the employee will have a four week trial period during which time the suitability of the employment can be assessed by both the manager and the employee. If it proves unsuccessful, the employee will be considered for further redeployment. Where redeployment does not prove possible the outcomes may be:

- Redundancy
- Retirement on the grounds of ill health
- Dismissal (poor work performance)
- Transfer request refused

In offering redeployment, Tayside Contracts will not be bound to appoint to alternative jobs where there is a clear mismatch between the employee's competencies and the demands of the job. Neither will it be committed to retaining an employee appointed to a new job if, following appropriate training and support, the employee does not meet the required standards of performance.

In a potential redundancy situation, consultation with the trade unions and individual employees will be in accordance with the statutory requirements and Tayside Contracts' Redundancy Policy. In other circumstances i.e., ill health, work performance or transfer request, the individual will have the right to be accompanied by a trade union or other representative at all meetings arranged to discuss the proposed redeployment.

THE PROCEDURE

Tayside Contracts will deal with the employee's situation under the terms of the Redundancy, Sickness Absence Management or Performance at Work policies and procedures as appropriate. Where a decision has been taken to seek alternative employment, Tayside Contracts will adhere as far as possible to the following procedure.

Stage 1

Tayside Contracts will consult with the individual on the options available for redeployment and the terms and conditions pertaining to the new post(s).

Stage 2

Tayside Contracts will give the employee a trial period of up to 4 weeks in which to ascertain if the alternative employment is suitable.

Stage 3

Tayside Contracts will consult with the employee following the trial period and where appropriate confirm the employee's appointment to the post in writing.

Stage 4

Tayside Contracts will, if the alternative employment proves unsuitable, consult with the employee on any further options for redeployment.

Stage 5

Tayside Contracts will, if no further options for redeployment are available, consult with the employee and confirm in writing their redundancy (in accordance with the Redundancy Policy), retirement (on the grounds of ill health), dismissal (poor work performance) or the refusal of their transfer request.

APPEALS

An appeal against selection for redundancy will be dealt with under the terms of the Redundancy Policy.

Employees will have the right of appeal against the redeployment should they consider the alternative employment to be unsuitable. If desired, the appeal must be lodged in writing to their line manager within 14 calendar days of receipt of formal notification of the redeployment. The Head of Division/Unit will then respond and arrange a meeting within 14 calendar days, where possible. If the matter is not resolved to the employee's satisfaction at that meeting, then a further appeal may be lodged within 14 calendar days, by writing to the Managing Director.

The Managing Director, or nominated representative, will hear the grounds of the appeal, ideally within 14 calendar days of receipt of the appeal, and the employee will be advised of the outcome in writing.

In circumstances where the redeployment proves unsuccessful and the employee is ill health retired or dismissed (poor work performance), they will have the right of appeal to the Appeal Sub-Committee of Tayside Contracts' Joint Committee. If desired, the appeal must be lodged in writing in the first instance to the Managing Director within 14 calendar days of receipt of the formal notification of the termination of their employment.

RELATED POLICIES

The Redeployment Policy links to the following policies which can be accessed on the Intranet, or requested from your line manager or from the HR Admin Team:

- Performance at Work Policy
- Redundancy Policy
- Sickness Absence Policy

The above list is not exhaustive.

POLICY REVIEW

The Redeployment Policy will be reviewed at three yearly intervals, or as required by legislative changes.

GENERAL DATA PROTECTION REGULATION

Tayside Contracts respects the privacy of our employees, any personal data processed during the application of this policy will be in line with Data Protection Legislation. Further information on how we may process personal data for the purpose of applying this policy can be found in our Privacy Notice.

Should you have any queries or require further clarification regarding any aspects of this policy or related policies please contact, HR Services on 01382 812721 or employment.policies@tayside-contracts.co.uk

If you would like this document translated into another language or in another format such as audio or large print then please contact Angie Thompson, Equalities and Communications Manager on 01382 834165 or angie.thompson@tayside-contracts.co.uk