

Managing and Supporting Change Policy



The Council is committed to being a high-performing, sustainable local authority. We recognise that change is essential for continuous improvement and future resilience. Through forward planning, we aim to safeguard employment wherever possible and minimise disruption.

We acknowledge that change can be challenging for employees. Therefore, we will:

- Support employees affected by change and managers responsible for implementing it.
- Manage all change processes with care, sensitivity, and transparency.
- Ensure that all actions align with our core values and the standards set out in our Equality, Diversity, and Inclusion Policy.

Policy	Managing Change Policy and Procedure
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Managing Change Policy and Procedure

Introduction

This policy sets out how we manage the organisational change that affects groups of employees. It can be in situations where:

- Roles and responsibilities in a service area are being re-aligned, or varied
- The size of the workforce in a service area is reducing
- Redeployment and redundancies may occur as a result of these changes

This policy, alongside supporting policies, ensures that the need for change is identified and the transition is managed effectively.

Before any restructure begins, managers must obtain approval from the Senior Leadership Team (SLT) and Corporate Management Team (CMT), including agreement with Finance on potential redundancy costs.

We are committed to reviewing how services are delivered and recognise that working collaboratively with employees and trade unions is the most effective way to manage change. Consultation will focus on voluntary measures wherever possible, supported by relevant policies and procedures.

Our guiding principles are:

- Full and open consultation with employees and trade unions at the earliest stage
- Clear and transparent communication processes
- Compliance with employment law
- Commitment to equality, diversity and inclusion

Where a change or restructure arises, we will:

- Ensure compliance with employment legislation and Council policies
- Complete an Equality Impact Assessment at the earliest stage
- Consult employees and their representatives on proposals and implementation
- Apply clear, objective criteria for redundancy selection
- Provide reasonable support and advice to employees considering redeployment or voluntary redundancy

All redundancy activity must be approved in accordance with delegated authority, typically by Full Council.

Aim

The purpose of this policy is to ensure that organisational change is managed fairly, consistently, and in accordance with legal and best practice standards. It aims to achieve this through constructive and meaningful consultation with employees and trade unions whenever the Council proposes changes that may affect roles, terms, or conditions of employment.

This policy will be applied consistently to all proposals for change. However, consultation will not be required for certain scenarios, including but not limited to:

- Awarding pay increases
- Awarding an employee benefit (i.e. holiday entitlement/pension contributions)
- Non-contractual changes such as line management changes
- Salary changes through the Job Evaluation process.

Scope

The Policy applies to all employees of the Council, including those employed on fixed-term contracts. Where changes involve statutory officers, Chief Executive, or chief officers, outcomes will be managed under the procedures set out in the Constitution and the Memorandum of Agreement relating to the integrated Shared Workforce structure, between Boston Borough Council, East Lindsey District Council and South Holland District Council, known as the South and East Lincolnshire Councils Partnership (SELCP).

This policy does not apply to agency workers, self-employed contractors, or consultants.

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1. Guiding Principles

The following principles govern the Council's Managing Change Policy and Procedure:

- **Fairness** - actions must be reasonable, necessary, transparent and understood. Employees are entitled to be heard with courtesy and respect.
- **Confidentiality** - information should not be divulged to a third party not involved in the process.
- **Equality** - the Council will not discriminate unfairly or unlawfully, directly, or indirectly.

2. Responsibilities under this Policy – The Council

- 2.1 The Council's duty of care to all employees is central to this policy. Employees will be treated sympathetically and supportively.
- 2.2 The policy will be applied in a fair and consistent manner.
- 2.3 The Council will continue to develop further the extensive portfolio of proactive support services, which currently include:
 - Access to a free confidential 24/7 Employee Assistance Programme (EAP) that provides advice and support services to employees, including counselling.
 - Qualified Occupational Health provision.
 - Ongoing health and wellbeing initiatives, supporting both physical and mental wellbeing

3. Responsibilities under this Policy –Managers

- 3.1 Apply the Managing and supporting Change Policy and procedure fairly and consistently
- 3.2 Work closely with the HR Department to ensure interventions are in place to support wellbeing and minimise impact.
- 3.3 Provide accurate, timely, and meaningful data for the business case
- 3.4 Explore all other avenues to avoid or mitigate redundancies
- 3.5 Respond to representations and concerns raised by Trade Unions and/or staff representatives.
- 3.6 Actively participate in collective and individual consultation processes.
- 3.7 Treat all employees fairly and consistently.
- 3.8 Maintain regular dialogue with employees, keep them informed, and feedback concerns to HR
- 3.9 Carry out objective assessments where selection for redundancy is required.
- 3.10 Identify suitable alternative employment opportunities within the redeployment process.
- 3.11 Conduct a review to ensure appropriate skills and experience mix is maintained.
- 3.12 Take all reasonable steps to avoid and/or minimise the need for redundancy.
- 3.13 Ensure meaningful consultation and communication takes place with employees and trade union representatives, in accordance with statutory requirements and good practice.
- 3.14 Ensure individuals concerned are given as much advance notification of redundancy as reasonably possible.
- 3.15 Inform employees and their representatives of decisions prior to any public announcement.
- 3.16 Ensure employees declared 'at risk' of redundancy have the opportunity to be considered for suitable alternative employment.

4. Responsibilities under this Policy – PSPS Human Resources Team.

- 4.1 Provide advice, guidance, and support to Managers and employees on applying this policy.
- 4.2 Monitor and review the effectiveness of the Managing and Supporting Change Policy and procedure.
- 4.3 Support and guide managers in fulfilling their responsibilities under this policy.
- 4.4 Coordinate formal collective and individual consultation and overall communication processes.
- 4.5 Work closely with management to ensure interventions are in place to support wellbeing and minimise impact.
- 4.6 Provide estimates of redundancy pay and superannuation benefits where applicable.
- 4.7 Issue formal notifications to unions and employees as appropriate.
- 4.8 Ensure assessments for redundancy selection are designed and carried out fairly and objectively.
- 4.9 Advise on the selection process for suitable alternative employment to ensure fairness and objectivity.
- 4.10 Ensure compliance with the Equality Act (2010) for employees affected by potential redundancies prior to formal consultation.
- 4.11 Respond to Trade Union concerns regarding the process.
- 4.12 Support management in coordinating the redeployment process, assist in identifying suitable alternative roles, and provide advice on job-seeking skills.

5. Interaction with other Council policies

- 5.1 The arrangements set out in this policy and procedure may relate to:
 - Flexible Working Policies
 - Retirement Policies (including Flexible Retirement)
 - Pension Policies
 - Recruitment Policies
 - Fixed term and Temporary Contracts Policy

6. Consultation

- 6.1 Meaningful consultation is a two-way process where employers share proposals with employees' and their representatives, seek their views and explore acceptable solutions. It is not simply passing information; it involves genuine dialogue aimed at reaching agreement where possible.
- 6.2 The Council will consult employees and unions on proposals involving organisational change before decisions are made, allowing time for feedback and consideration of suggestions.
- 6.3 Statutory Consultation Periods:
 - 1 to 99 redundancies; the consultation must start at least 30 days before any dismissals take effect
 - 100 or more redundancies; the consultation must begin at least 45 days before any dismissals take effect
- 6.4 If changes affect terms and conditions but do not involve redundancies, similar consultation periods will apply based on the number of staff affected.

Early Consultation

- 6.5 Early consultation provides an opportunity to explore alternatives to redundancy and allows employees who may be at risk to seek other employment. Wherever possible, consultation should begin at the earliest opportunity, initially through informal discussions with employees and recognised trade unions. These informal discussions enable affected employees to consider proposals and provide feedback before formal consultation begins.
- 6.6 Employees will always be advised of the risk of redundancy before any public announcements are made.
- 6.7 Managers (with support from HR) will contact the relevant Trade Union representative(s) to discuss the situation informally and explore any alternatives to redundancy.
- 6.8 Consideration and evidence of the following should be explored before redundancy is considered;
- Natural wastage;
 - Termination of agency or contract employees;
 - Voluntary redeployment to other suitable work with retraining where appropriate;
 - Reduction or cessation of overtime unless contractual or to cover an emergency; or
 - Voluntary retirement of employees
- 6.9 The Council will review all applications for voluntary redundancy; however, it retains the discretion to refuse any request where business requirements would not be met.

Formal Consultation

- 6.10 Formal consultation will take place with employees and unions, with a view to trying to reach an agreement before decisions are made.
- 6.11 HR will provide the Trade Unions with the statutory information required, including;
- Reasons for proposals;
 - Numbers and descriptions of employees at risk;
 - Total number of employees affected
 - Proposed method of selection
 - Proposed implementation process and timelines
- 6.12 Managers will consult individually with employees where changes can be achieved within existing contracts, involving union representatives where appropriate
- 6.13 Alternative proposals from trade unions will be given serious consideration and responded to formally.
- 6.14 Consultation begins when proposals are under consideration but before final decisions are made.

- 6.15 Statutory redundancy consultation will occur once a decision has been made which may result in redundancies.
- 6.16 Trade union representatives must be consulted on all redundancy proposals regardless of whether the employees in question trade union members are.
- 6.17 Employees' and their representatives must be given reasonable time to be consulted over proposals.
- 6.18 HR will notify the Redundancy Payments Service (RPS) using form HR1 and share a copy with trade unions where proposals include 20 or more employee redundancies.
- 6.19 Where a post in any revised structure is fundamentally the same as the existing post and there is only one employee for that role, the manager can slot the employee (assimilate them into the new post), taking into account any training and development needs, without the need for an interview.
- 6.20 For slotting to take place, the post must be fundamentally the same. Determining this is a matter of judgment, considering the range, size, and scope of accountabilities, professional requirements, and the context in which the post operates. These details will usually be outlined during the consultation phase of any proposed changes.

Informing Employees

- 6.21 Once formal consultations with the Trade Unions have commenced, all employees declared 'at risk' of redundancy would be addressed collectively, with Trade Union colleagues invited to attend.
- 6.22 All affected employees will be offered (in writing) the opportunity for formal 1:1 meeting with their manager to discuss how the situation affects them personally. Employees have the right to be accompanied by a Trade Union representative.
- 6.23 A member of the HR team will attend the 1:1 meeting to provide support. Notes from the meeting will be recorded and shared after the meeting.
- 6.24 Details of the selection criteria applied will be provided prior to the 1:1 meeting.
- 6.25 Managers must ensure that employees who are absent are included and make arrangements to include them in the process and engage with them.
- 6.26 At the end of the formal consultation period, the Council will agree with the representatives that consultation has been completed and confirm the outcome. If redundancies are required, affected employees will be notified.
- 6.27 Employees given notice of redundancy are entitled to reasonable paid time off to seek alternative employment or undertake training during their notice period.

7. Implementation of changes

- 7.1 There are five steps to follow to implement changes in organisational structures. The Council aims to avoid compulsory redundancy where possible.
- 7.2 Assistant directors, or their representatives, will:
- Identify the posts and areas affected
 - Carry out an impact analysis assessment
 - Consider change mechanisms, e.g., natural wastage, restrictions on recruitment
 - Explore voluntary solutions e.g., early retirement, redundancy, reduction in hours,
 - Operate the redeployment procedure
- 7.3 When determining the positions in the new structure, existing employees should assimilate into the posts where appropriate, taking into account expressions of interest and voluntary solutions.
- 7.4 Assimilation must consider whether employees meet the essential requirements of the job.
- 7.5 Employees affected by restructuring are entitled to discuss their interests and concerns with management and may be accompanied by a work colleague or trade union representative
- 7.6 Where the number of posts in the new structure is fewer than the employees affected, ring-fencing will apply to give priority for available posts. Agreement will be reached with unions on:
- The method of selection for new posts
 - Ring-fencing arrangements
- 7.7 During the assimilation process, the Council will safeguard the interests of employees seeking alternative roles but unlikely to secure a position in the new structure. The Assistant Director is responsible for this.
- 7.8 As a principle, significant promotions should not occur at the expense of redundancies elsewhere. Job losses should not disproportionately affect one group (e.g., lower-graded posts).

8. At Risk Status

- 8.1 Employees may be designated as 'at risk' where consultation indicates that their post may cease or is expected to reduce in scope or number. Being 'at risk' does not guarantee redundancy but notifies the employee that change may impact their employment. Declaring 'at risk' status early enables employees to explore alternative employment options, and the council are committed to seeking redeployment for employees 'at risk' to minimise the impacts of potential redundancies.

Eligibility for At Risk Status

- 8.2 The Assistant Director will identify employees as 'at risk' following consultation where:
- Posts are deleted or reduced,
 - Restructures result in displacement, or
 - Service requirements change or diminish.

Fixed-Term or Temporary Employees

- 8.3 Where eligibility for 'at-risk' status applies to employees on fixed term or temporary contracts, they will be declared 'at risk' if their contract is due to end after the implementation date of the organisational review. They will therefore be included in:
- Consultation processes,
 - Redundancy pools,
 - Any ring fencing or selection exercises.
- 8.4 An employee whose fixed-term contract is due to end before the implementation date will not be included in the redundancy pool or matrix selection process, as their contract already has a defined end date. However, if an appointment process is part of the review, these employees will be considered alongside other colleagues for available roles.
- 8.5 If the end or non-renewal of a fixed-term contract arises outside of an organisational change process, this must be managed in line with the Fixed Term Contracts and Secondments Policy. The employee may be eligible for redundancy payments if they meet the statutory qualifying criteria (e.g. length of continuous service).
- 8.6 Employees on fixed term contracts should normally be included in the consultation process for organisational reviews, regardless of contract type, to ensure fairness and transparency. Fixed term employees must not be selected for redundancy purely on the basis of fixed term status. Exceptions apply only where selection can be objectively justified and is appropriate, following HR advice. If they are at risk due to organisational change (and not simply because their contract expires), the full redundancy process outlined in this policy applies.

Responsibilities During the At-Risk Period

- 8.7 Employees designated 'at risk' will:
- Receive priority consideration for suitable alternative employment (same grade or one grade lower) provided they meet the essential requirements of the role or could do so with reasonable training,
 - Be considered for redeployment opportunities,
 - Be supported to explore voluntary options such as:
 - Voluntary redundancy,
 - Early retirement,
 - Reduction in contracted hours,
 - Job share arrangements.
- 8.8 Employees share responsibility for actively seeking and considering alternative employment and are expected to be flexible and constructive.

Consideration of Suitable Alternative Employment

- 8.9 The Council has a statutory obligation to minimise redundancies and will explore suitable roles with employees in line with the redeployment process set out at section 9.

8.10 If an employee is not appointed to a suitable post, written reasons must be provided before a different appointment is made.

Recruitment During the 'At Risk' Period

8.11 If no at-risk employees meet the essential criteria for a vacancy, Assistant Directors may recruit externally. The Council will notify at risk employees and trade unions where this applies and explain the reasons.

Outcomes Following at Risk Status

8.12 Once formal consultation ends, the Council will confirm the outcome. Employees may:

- Secure a role through assimilation or ring-fenced selection,
- Enter redeployment,
- Proceed with voluntary options, or
- Enter the redundancy process where no suitable alternative employment is identified.

8.13 Employees given notice of redundancy are entitled to reasonable paid time off to seek alternative work or undertake training.

8.14 Employees with two or more years' continuous service are entitled to receive a written statement of reasons for dismissal upon request

9. Redeployment

Eligibility for Redeployment

9.1 The Council is dedicated to identifying redeployment opportunities for employees who may be at risk, although such placements cannot be guaranteed in all circumstances. Redeployment may occur for various reasons, including but not limited to the following:

- At risk of redundancy,
- Affected by the end of post funding,
- Recommended for medical redeployment,
- Reassigned following a grievance, bullying or harassment outcome, or
- Redeploying for other agreed organisational reasons.

Principles of Redeployment

9.2 Redeployment is primarily focused on finding the 'at risk' employee suitable alternative employment. This normally means finding a like for like role within the organisation. The Council will make every effort to identify the most suitable alternative position, however where unavailable, similar roles aligned to skills and circumstances will be explored.

9.3 Redeployment opportunities will be offered fairly and consistently. Employees will be appointed based on their ability to perform the role with reasonable support or training and where they meet the essential criteria, the employee may not need to interview. Where more than one employee under notice of redundancy meets the essential criteria for a vacancy, interviews will be held to identify the most suitable person for the role.

9.4 Employees may voluntarily move to lower graded or reduced hours roles; salary will adjust accordingly at the end of notice.

9.5 Employees at risk of redundancy are entitled to reasonable paid time off to seek alternative work.

Suitable Alternative Roles

9.6 Employees declared 'at risk' will receive priority for vacancies at the same grade or one grade lower, where they meet the essential criteria or could do so with training.

9.7 A role will be considered suitable alternative employment where, based on a reasonable and objective assessment, it is broadly comparable to the employee's current post. The Council will consider the following factors:

- Skills, experience and qualifications: Whether the employee has the necessary skills for the role or could reasonably acquire them with training or support.
- Job content and responsibilities: The extent to which the main duties, level of responsibility and job purpose are similar to the employee's current role.
- Pay, grading and benefits: Whether salary, grade, allowances and core contractual benefits are broadly comparable.
- Hours of work: Whether working hours, patterns, and flexibility requirements are reasonably consistent with the employee's existing arrangements.
- Location and travel: Whether the work location is reasonable in relation to the employee's current place of work, including any significant change in travel time or costs.
- Status and terms: Whether the role offers a similar level of seniority, professional standing, and contractual terms.

9.8 When assessing suitability, the Council will take into account both operational requirements and the employee's individual circumstances. Where a role meets the above criteria, it may be classed as a suitable alternative role, and an unreasonable refusal may affect redundancy entitlement.

Assessment and Selection

9.9 Employees will be given reasonable time to consider offers, ask questions, and reach agreement

9.10 Selection criteria will be applied in a manner consistent with the Equality Act 2010. Criteria must not directly or indirectly disadvantage employees with protected characteristics.

9.11 Where an employee does not fully meet essential criteria, the Council will assess whether gaps can reasonably be addressed through training.

9.12 Interviews may be used to assess transferable skills and suitability for a trial period. If an employee is not appointed, written reasons must be provided before any further appointment.

9.13 Where mutual agreement cannot be achieved, the Assistant Director may offer a transfer to another suitable post following consultation with trade unions.

9.14 If a role is mutually agreed unsuitable, other options will be examined.

Trial Periods

- 9.15 Employees redeployed as an alternative to redundancy are entitled to a statutory 4-week trial period, where contractual terms differ.
- 9.16 The purpose of the trial period is for both parties to assess suitability without loss of redundancy rights. Employees may end the trial if the role is unsuitable.
- 9.17 Trial periods can be extended beyond four weeks if retraining is required, by written agreement specifying the end date and terms.
- 9.18 If the employee continues beyond the 4-week statutory trial period (or any formally agreed extension for retraining), the alternative role is deemed accepted and the employee's statutory redundancy entitlement will cease.
- 9.19 Trial periods may also apply for medical/ill-health/capability redeployment.

Redeployment to Lower Grades and Pay

- 9.20 Employees may apply for roles at a lower salary, grade, or reduced hours than their current contract, even if these roles would not ordinarily be considered suitable alternative employment. In such cases, the employee's salary will adjust at the end of their notice period to reflect the grade and/or working hours of the new role.
- 9.21 Pay protection may apply in some redeployment arrangements. See section 11 for pay protection eligibility and details.
- 9.22 Employees previously redeployed and receiving salary protection retain a right to interview for vacancies at the same grade as their previous post for two years following redeployment.

Completion of Redeployment Process

- 9.23 If redeployment cannot be secured by the end of the employee's notice period, the employee will be dismissed under the terms of their notice.

10. Redundancy

Definition of Redundancy

- 10.1 Redundancy is defined under Section 139 of the Employment Rights Act 1996. An employee is dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to:
- Business Closure – The employer ceasing or intending to cease the business for which the employee was employed
 - Location Closure – The employer ceasing or intending to cease business at the location where the employee was employed
 - Reduced Work Requirements – The need for employees to carry out work of a particular kind has ceased or diminished or is expected to do so
 - Reduced Work at Location – The need for employees to carry out work of a particular kind at a specific location has ceased or diminished or is expected to do so

Redundancy Protection for Family Leave

- 10.2 Employees on maternity, adoption, or shared parental leave have priority rights to suitable alternative roles 18 months from:
- The estimated week of childbirth (maternity),

- The date of placement (adoption),
- The child's date of birth (shared parental leave, where 6 consecutive weeks are taken).

10.3 A meeting may be held to confirm whether their skills and experience meet the essential requirements of the job. If they meet the essential criteria, the role will be offered without a competitive interview, regardless of the number of colleagues in the ring-fence for that role. To exercise this right, the employee must comply with the requirement to notify their line manager of their intention to return. If more than one employee is at risk of redundancy while on maternity, adoption, or shared parental leave, a competitive process may be necessary to determine appointment.

10.4 Managers should also be aware that additional dismissal protections for pregnant employees and employees returning from family leave apply under the Employment Rights Act 2025. Guidance is available from HR.

Selection for Redundancy

10.5 Selection will be objective, fair, and non-discriminatory. Criteria may include:

- Skills, qualifications, and experience,
- Performance and contribution,
- Conduct and attendance.

10.6 Where more differentiation is required, additional criteria or weighting may be agreed and shared during consultation.

LGPS Pension Considerations

10.7 LGPS members aged 55 or over at the proposed date of redundancy will receive an estimate of their accrued pension benefits.

10.8 People managers will separately be provided with any pension strain costs for the employer.

Fixed-Term Contracts

10.9 Collective consultation requirements do not apply to the expiry of fixed-term contracts on their contractual end date. However, a redundancy payment may be due when a temporary or fixed-term contract ends, and the Council does not offer renewal. Entitlement depends on:

- Length of continuous service – The employee must have completed two years' continuous service (if not, there is no entitlement).
- Reason for Non-Renewal – The decision not to renew must be due to redundancy (e.g., cessation of work or funding).

10.10 If a fixed-term contract is ended early by the Council, the employee is entitled to the appropriate notice period and any redundancy payment due. This also applies where an employee has transferred from a permanent role to a temporary or fixed-term contract.

10.11 Where the non-renewal of a fixed-term contract is for reasons other than redundancy, such as maternity/sickness cover, removal from a non-substantive post, failure to pass probation, disciplinary action, or incapacity, the matter will be managed under the relevant policy for that reason and not under redundancy provisions.

10.12 Collective consultation obligations apply if 20 or more redundancies are proposed within a 90-day period, regardless of contract type.

Voluntary Redundancy (VR)

10.13 The Council may seek volunteers from the affected group before or during consultation. Decisions regarding the invitation and acceptance or rejection of voluntary redundancy requests rest solely with the Council at its absolute discretion.

10.14 Where VR requests exceed organisational need, selection criteria will be applied. Management will evaluate requests by taking into account various factors, including the necessity of retaining an appropriate balance of skills, knowledge, and experience. Approved voluntary redundancies will include statutory redundancy pay, ensuring no payment is less than the statutory minimum. VR may be inappropriate where a whole service area is closing.

10.15 The Council is under no obligation to consider VR requests from individuals outside the potentially affected group, though it may choose to do so at its discretion - typically if an employee at risk possesses the skills to assume a role filled by someone outside the group who wishes to volunteer for redundancy.

Redundancy Payments

10.16 Employees with two years' continuous service are entitled to redundancy pay calculated under the statutory framework but based on actual salary (not capped). Payments up to £30,000 are tax-free under HMRC rules; amounts above this are subject to tax. Enhanced terms apply as outlined in section 10.10

10.17 Unused Annual Leave: The value of all unused annual leave will be treated as remuneration and paid via payroll, with appropriate tax and National Insurance deductions. Pay and benefits will be taxed in the normal way while notice of redundancy is being served.

10.18 Salary Sacrifice Arrangements: Where an employee made redundant is in receipt of a salary sacrifice benefit (e.g., cycle-to-work scheme), the Council will give sympathetic consideration to repayment on the original agreed terms, or longer in cases of hardship

10.19 Training and Qualification Costs: Employees made redundant, or who accept early retirement as an alternative to redundancy, will not be required to repay financial assistance provided for qualifications or training.

10.20 Re-Employment Restrictions: Employees receiving redundancy pay must not be re-employed by the Council for at least four complete calendar weeks after leaving, in compliance with HMRC rules

Enhanced Redundancy Payments

10.21 The maximum redundancy payment is 66 weeks' pay, calculated by working backwards from the termination date. The calculation follows the statutory age/service framework, without additional multipliers, and is based on the actual weekly rate of pay rather than the statutory capped rate.

Service Calculation

- Under age 18: 0.5 weeks' pay per completed year of service
- Age 18–21: 1 week's pay per completed year of service
- Age 22–40: 1 week's pay per completed year of service

- Age 41–65: 1.5 weeks' pay per completed year of service
- (Capped at the 66-week maximum)

10.22 Pension Scheme Members: Service is defined as “service qualifying for pension purposes”, including transferred service from other schemes. If using the continuous service date is more beneficial to the employee, that will be applied

10.23 Ready Reckoner Table: A detailed age-by-service matrix is included in Appendix 3 to show the number of weeks payable for each combination.

10.24 All redundancy processes will comply with the Employment Rights Act 1996, Equality Act 2010, and relevant Council policies

11. Pay Protection

11.1 The Council aims to provide Pay Protection as a supportive measure to help employees continue their careers within the authorities whilst minimising financial detriment following organisational change.

Eligibility

11.2 All employees of the Councils, regardless of their length of service, are eligible for pay protection if they:

- Are redeployed into a lower graded role following organisational change, including but not limited to restructure or pay review;
- Experience a change in role as a result of a service review;
- Are subject to a reduction in salary following job evaluation;

Application of Pay Protection

11.3 Pay protection **will not apply** in the following circumstances:

- Where the change relates solely to contracted hours, without a change in grade or salary rate;
- Where an individual requests a change of job;
- Where a disciplinary finding results in downgrading;
- Where an employee unreasonably refuses suitable alternative employment;
- At the end of a fixed term contract (employees may apply for other positions, but pay protection will not apply)
- To temporary arrangements such as secondments, temporary promotions, acting up arrangements and internal transfers.

11.4 Employees who qualify for pay protection will have their former basic salary protected from the commencement date of the new salary. See Appendix 2 for duration

11.5 Protection of earnings will cease when:

- The protection period expires
- The employee obtains employment at an equivalent or higher level
- The employee applies for and is appointed to a new position
- The salary level of the new position reaches the protected pay level

11.6 At the end of the protection period, the employee's basic salary will revert to the top of their new grade.

11.7 Salary enhancements/supplements, (e.g., car user allowances or responsibility allowances) are not included in pay protection and may cease where appropriate.

11.8 The pay protected salary will be frozen at the point the pay protection commences, increments or pay awards will not be added.

12. Notice Period

12.1 An employee made redundant will be given notice (or pay in lieu of notice) in accordance with their contract of employment.

13. TUPE (Transfer of Undertakings – Protection of Employment)

13.1 TUPE refers to the legal framework that transfers employees and associated liabilities from one employer to another under the TUPE Regulations 2006.

13.2 If the Council transfers work to another organisation, employees will normally transfer under TUPE on their existing terms and conditions. This is not a redundancy situation.

13.3 Employees who choose not to transfer are treated as having resigned and are not entitled to redundancy pay.

13.4 Protections under TUPE include:

- Continuity of employment and preservation of terms and conditions
- Transfer of all rights, duties, and liabilities to the new employer
- Automatic unfair dismissal protection unless an economic, technical, or organisational (ETO) reason applies
- Transfer of collective agreements, including the Managing Change Policy
- LGPS members retain pension rights or receive a broadly comparable scheme

14. Support

14.1 The Council will provide:

- Pay protection for redeployment to a lower grade (see Section 11)
- Pension protection in line with LGPS regulations and the Pensions Act 2004

- Access to the Employee Assistance Programme (EAP) for confidential advice and counselling
- Reasonable paid time off for employees under notice of redundancy to seek alternative employment or training

14.2 If an employee feels we have unfairly applied the measures to them, they may look to address this through the grievance procedure.

15. Appeal Procedure

15.1 Termination of employment by redundancy is classed as dismissal under Section 98 (2) of the Employment Rights Act 1996; employees have the right to appeal.

15.2 Employees may appeal against their selection for redundancy or redeployment

15.3 There is no right of appeal against the decision to declare redundancies or require redeployment.

15.4 The effective date of termination will remain as stated in the notice letter.

15.5 Appeals must be submitted to the Head or HR & OD via HR@pspsl.co.uk within 10 working days of receiving the decision letter.

15.6 Appeal hearings will normally be held as soon as practicable.

15.7 Appeal Panel that will comprise of:

- A manager acting as Chair and decision-maker
- An HR representative providing advice

15.8 Hearings will be conducted formally and respectfully. The panel may question the employee, who will have the opportunity to make a final submission. The panel will consider its decision in private.

15.9 The Chair will notify the outcome as soon as possible, normally within 10 working days of the hearing.

15.10 Written confirmation will be sent to the employee's home address or personal email (with consent) and copied to their manager.

16. Data Protection

16.1 The Council processes personal data in accordance with its Data Protection policy. Data collected is held securely and accessed by, and disclosed to, individuals only for the purposes of managing the recruitment exercise effectively to decide to whom to offer the job. Inappropriate access or disclosure of job applicant data constitutes a data breach and should be reported in accordance with the Council's Data Protection policy immediately.

17. Appendix 1

Ready Reckoner

An age-by-service matrix showing payable weeks for each combination

LINK (once approved link will be inserted)

18. Appendix 2

Pay Protection – Duration and Level of Protection

Council	Policy Summary
South Holland District Council (SHDC)	2 Years Pay Protection: Year 1: 100% Year 2: 100%

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South & East Lincolnshire Councils Partnership

Enhanced redundancy payments

Enhanced redundancy payments (up to 66 weeks) - ready reckoner

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AGE	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
18	2.0																		
19	2.0	3.5																	
20	2.0	3.5	4.5																
21	2.0	3.5	4.5	5.5															
22	2.0	3.5	4.5	5.5	6.5														
23	3.5	4.5	5.5	6.5	7.5	9.0													
24	4.5	5.5	6.5	7.5	9.0	10.0	11.0												
25	4.5	6.5	7.5	9.0	10.0	11.0	12.0	13.0											
26	4.5	6.5	9.0	10.0	11.0	12.0	13.0	14.5	15.5										
27	4.5	6.5	9.0	11.0	12.0	13.0	14.5	15.5	16.5	17.5									
28	4.5	6.5	9.0	11.0	13.0	14.5	15.5	16.5	17.5	18.5	20.0								
29	4.5	6.5	9.0	11.0	13.0	15.5	16.5	17.5	18.5	20.0	21.0	22.0							
30	4.5	6.5	9.0	11.0	13.0	15.5	17.5	18.5	20.0	21.0	22.0	23.0	24.0						
31	4.5	6.5	9.0	11.0	13.0	15.5	17.5	20.0	21.0	22.0	23.0	24.0	25.5	26.5					
32	4.5	6.5	9.0	11.0	13.0	15.5	17.5	20.0	22.0	23.0	24.0	25.5	26.5	27.5	28.5				
33	4.5	6.5	9.0	11.0	13.0	15.5	17.5	20.0	22.0	24.0	25.5	26.5	27.5	28.5	29.5	31.0			
34	4.5	6.5	9.0	11.0	13.0	15.5	17.5	20.0	22.0	24.0	26.5	27.5	28.5	29.5	31.0	32.0	33.0		
35	4.5	6.5	9.0	11.0	13.0	15.5	17.5	20.0	22.0	24.0	26.5	28.5	29.5	31.0	32.0	33.0	34.0	35.0	
36	4.5	6.5	9.0	11.0	13.0	15.5	17.5	20.0	22.0	24.0	26.5	28.5	31.0	32.0	33.0	34.0	35.0	36.5	37.5
37	4.5	6.5	9.0	11.0	13.0	15.5	17.5	20.0	22.0	24.0	26.5	28.5	31.0	33.0	34.0	35.0	36.5	37.5	38.5
38	4.5	6.5	9.0	11.0	13.0	15.5	17.5	20.0	22.0	24.0	26.5	28.5	31.0	33.0	35.0	36.5	37.5	38.5	39.5
39	4.5	6.5	9.0	11.0	13.0	15.5	17.5	20.0	22.0	24.0	26.5	28.5	31.0	33.0	35.0	37.5	38.5	39.5	40.5
40	4.5	6.5	9.0	11.0	13.0	15.5	17.5	20.0	22.0	24.0	26.5	28.5	31.0	33.0	35.0	37.5	39.5	40.5	42.0
41	4.5	6.5	9.0	11.0	13.0	15.5	17.5	20.0	22.0	24.0	26.5	28.5	31.0	33.0	35.0	37.5	39.5	42.0	43.0
42	5.5	7.5	10.0	12.0	14.5	16.5	18.5	21.0	23.0	25.5	27.5	29.5	32.0	34.0	36.5	38.5	40.5	43.0	45.0

43	6.5	9.0	11.0	13.0	15.5	17.5	20.0	22.0	24.0	26.5	28.5	31.0	33.0	35.0	37.5	39.5	42.0	44.0	46.0
44	6.5	10.0	12.0	14.5	16.5	18.5	21.0	23.0	25.5	27.5	29.5	32.0	34.0	36.5	38.5	40.5	43.0	45.0	47.5
45	6.5	10.0	13.0	15.5	17.5	20.0	22.0	24.0	26.5	28.5	31.0	33.0	35.0	37.5	39.5	42.0	44.0	46.0	48.5
46	6.5	10.0	13.0	16.5	19.0	21.0	23.0	25.5	27.5	29.5	32.0	34.0	36.5	38.5	40.5	43.0	45.0	47.5	49.5
47	6.5	10.0	13.0	16.5	20.0	22.0	24.0	26.5	28.5	31.0	33.0	35.0	37.5	39.5	42.0	44.0	46.0	48.5	50.5
48	6.5	10.0	13.0	16.5	20.0	23.0	25.5	27.5	29.5	32.0	34.0	36.5	38.5	40.5	43.0	45.0	47.5	49.5	51.5
49	6.5	10.0	13.0	16.5	20.0	23.0	26.5	28.5	31.0	33.0	35.0	37.5	39.5	42.0	44.0	46.0	48.5	50.5	53.0
so	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	32.0	34.0	36.5	38.5	40.5	43.0	45.0	47.5	49.5	51.5	54.0
51	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	35.0	37.5	39.5	42.0	44.0	46.0	48.5	50.5	53.0	55.0
52	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	36.5	38.5	40.5	43.0	45.0	47.5	49.5	51.5	54.0	56.0
53	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	36.5	39.5	42.0	44.0	46.0	48.5	50.5	53.0	55.0	57.0
54	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	36.5	39.5	43.0	45.0	47.5	49.5	51.5	54.0	56.0	58.5
SS	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	36.5	39.5	43.0	46.0	48.5	50.5	53.0	55.0	57.0	59.5
56	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	36.5	39.5	43.0	46.0	49.5	51.5	54.0	56.0	58.5	60.5
57	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	36.5	39.5	43.0	46.0	49.5	52.5	55.0	57.0	59.5	61.5
58	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	36.5	39.5	43.0	46.0	49.5	52.5	56.0	58.5	60.5	62.5
59	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	36.5	39.5	43.0	46.0	49.5	52.5	56.0	59.5	61.5	64.0
60	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	36.5	39.5	43.0	46.0	49.5	52.5	56.0	59.5	62.5	65.0

AGE	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
61	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	36.5	39.5	43.0	46.0	49.5	52.5	56.0	59.5	62.5	66.0
62	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	36.5	39.5	43.0	46.0	49.5	52.5	56.0	59.5	62.5	66.0
63	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	36.5	39.5	43.0	46.0	49.5	52.5	56.0	59.5	62.5	66.0
64	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	36.5	39.5	43.0	46.0	49.5	52.5	56.0	59.5	62.5	66.0
65	6.5	10.0	13.0	16.5	20.0	23.0	26.5	29.5	33.0	36.5	39.5	43.0	46.0	49.5	52.5	56.0	59.5	62.5	66.0

1. Service below age 18 is calculated at 0.5 weeks pay per completed year of service

2. Service above age 65 is calculated at 1.5 weeks pay for each year of service and remains the same as at age 65 as the maximum entitlement has been reached
3. Maximum payment is 66 weeks' pay generated by calculating service backwards from the date of termination
4. **For pension scheme members** - service is defined as "service qualifying for pension purposes". This is the length of time an employee has been a member of the pension scheme, including service brought in from other pension schemes. However if using the continuous service date is more beneficial to the employee this will be used instead

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