

## **BARGAINING OVER AUTOMATION**



### **How can this guide help me?**

This guide is designed to assist branches when faced with proposals for automation of work processes through the use of digital or computer technology. The key purpose of the guide is to help branches to:

- Understand the issues that automation commonly throws up in the workplace, the key points for negotiating successfully over automation and the organising / campaigning steps to strengthen the negotiating position.
- Establish a set of procedures that are agreed with the employer to handle any large scale introduction of automating technology, which will both reduce the time consuming demands of reacting to each proposal afresh and increase the likelihood of delivering benefits for members.

The contents of the guide are set out according to the sections below:

**Why does automation matter?**

**Proposing an agreement with your employer**

**Organising around automation**

**Establishing consultation arrangements**

**Joining forces with service users**

**Defending jobs and influencing job content**

**Resisting intensified pressures on staff**

**Model agreement on automation**

## Why does automation matter?

The drive to introduce new technology into the workplace is nothing new. Dire warnings of the consequences for jobs have accompanied many waves of intensified technological innovation through the centuries and they have indeed led to severe contractions in the numbers employed within much of the agricultural and then manufacturing sectors. It is possible to point to a parallel expansion of employment in other sectors that followed those waves, but that is of course little comfort to anyone who initially bears the brunt as new technology replaces labour.

Many now assert that we are in the early stages of a new wave of technological innovation that will make greater inroads into the service sector. Certainly, the experience of daily life attests to automation in aspects of service sector work – from supermarket checkouts to airport baggage check-in or simply online purchasing replacing retail outlets.

This modern form of automation is normally built around the adoption or increase in use of digital or computer technology by an organisation. In its discussion document [Shaping Our Digital Future](#), the TUC identifies the various forms of this digitalisation as follows:

- ‘Artificial Intelligence’ (AI), which has been defined as “the work processes of machines that would require intelligence if performed by humans. The term ‘artificial intelligence’ thus means ‘investigating intelligent problem-solving behaviour and creating intelligent computer systems’.”
- ‘Deep learning’, which is machine learning based on a set of algorithms that attempt to model high level abstractions in data. Deep learning describes a connectedness, which means that if one machine makes a mistake, all autonomous systems will keep this in mind and will avoid the same mistake the next time.
- ‘Robotisation’, which has been in existence since the nineteenth century, sees the use of machines to work alongside, or in some cases, instead of humans’. The ‘smart factory’, in which the intelligent machine takes an active part in the production process. In this context, the machines exchange information and control themselves in real time, which causes the production to run fully automatically.
- ‘Big Data’ is self-explanatory, although ‘big’ often refers to a scale so exponential that many might struggle to conceptualise it. The uses of ‘big data’ may also be difficult to understand, so it is a concept that we return to shortly.
- Technologies that are not necessarily digital in themselves but that are linked to those that are, also need to be considered. Industrial biotechnology, 3D printing and nanotechnology can all interact with digital processes in new ways.

However, the scale of the impact that the development of this technology will have on the workplace is a matter of controversy. Estimates of the proportion of UK jobs that can be feasibly automated vary widely from 10% to 44%, though it is generally recognised that it is much more common for a part of a job to face automation than a job in its entirety.

Consequently, some studies have asserted that 30% of job activities can be automated among 60% of occupations.

Whatever the coming scale of automation, there is more of a consensus that low-paid jobs will have a greater tendency to face automation – in fact, studies suggest that low-paid jobs are five times more likely to include potentially automated work than high-paid jobs.

This tendency to hit low-paid work harder means that automation also carries a greater threat to certain parts of the workforce. In terms of geography, studies have shown that the North East and Northern Ireland are more vulnerable than London and the South East. Similarly, the disproportionate number of women, ethnic minority and disabled workers among the low-paid increases the risks that they face. And occupations in transport, retail and admin are among the most exposed sections of the service sector.

However, automation isn't solely about the number of jobs. The impact of new technology can spin off into almost every aspect of an employee's terms and conditions – changing the requirements of a job role markedly, shifting an employer's capacity to monitor work and control workloads, facilitating "crowd-work" platforms that change the type of contracts offered, opening up a greater capacity for practices such as home working or creating pressures that intrude deeper into a worker's personal life.

The scale of the impact to come specifically in public services is equally uncertain, though a recent UNISON survey suggested that automation has replaced at least a part of the workforce in a third of workplaces over recent years.

However, what is certain is that, where employers adopt new technology, many will prioritise cutting costs without regard for the consequences among staff, or even sometimes the consequences for service users, unless the union engages to force onto their agenda a process for ensuring workers share in the benefits of new technology and their interests are protected.

## Proposing an agreement with your employer

This guide can be used to consider how to handle proposals for automation every time they arise, however the chances of achieving positive outcomes to negotiations are liable to be greatly enhanced by taking a proactive approach and seeking agreement with an employer to put in place a standard process for handling all major automation proposals.

An employer may be instantly receptive to such an agreement, but, if greater persuasion is needed, it is worth emphasising how their interests would be served by an agreed procedure. In particular, the branch can highlight that:

- The adoption or increase in use of digital or computer technology is likely to become an ever more pressing issue in the workplace and draw on the figures set out above on why automation matters;
- An agreement increases the chances of resolving concerns about the introduction of new technology with minimum disruption to services;

The general tone, displaying a mutual interest in an agreement, can be set by proposing a set of general principles for an agreement along the following lines:

### General Principles

- This agreement sets out the procedures that will be observed when any large scale introduction of automating technology is under consideration that can be expected to have a significant impact on working arrangements
- Both [organisation] and the unions recognise that new technology has the potential to deliver huge benefits in the delivery of public services. However, these procedures will be followed to ensure that the full range of costs and benefits are understood before deciding whether to proceed with the adoption of new technology and consideration is given to mitigating possible negative consequences where a decision is made to proceed.
- The adoption of new technology shall be considered not solely as a method for reducing costs but also as a wider means for improving quality of services that takes account of the crucial role that a motivated, well trained workforce has in delivering high quality services.
- The parties to this agreement recognise that automation:
  - i) Tends to have a disproportionate impact on sections of the workforce defined as possessing “protected characteristics” according to the Equality Act (for Northern Ireland, replace with “a disproportionate impact on sections of the workforce defined within Section 75 of the Northern Ireland Act 1998”) and therefore an equality impact assessment will be considered for all proposals;
  - ii) Can cause distress among the workforce about its impact on the number and type of jobs available, which will be addressed through full consultation and fair procedures;

- iii) Offers opportunities for reducing repetitive aspects of job roles and retraining in more fulfilling dimensions of the role;
- iv) Will be accompanied by a risk assessment of changing pressures on staff where appropriate

In some cases, an organisational change policy may already be in place and it may be more appropriate to consider adjusting such a document to more explicitly account of automation by incorporating relevant clauses from this document rather than establishing a separate policy.

In Scotland, the case for reaching an agreement is assisted by the joint Scottish Government / STUC paper [Technological Change and the Scottish Labour Market](#), which sets out the Scottish government's policy framework, placing automation within the context of a commitment to inclusive growth and fair work practices

## Organising around automation

Of course, as well as persuading an employer of the need for a workplace agreement on automation, organising staff around automation increases bargaining strength over any proposals brought forward by the employer.

Automation can be a strong mobilising issue that draws on well founded concerns about job security, the changing nature of job roles and heightened pressures on the workforce.

The general principles of organising apply:

1. **Constructing a position** - Consult workers on the position the union should take in response to proposals for automation. Good practice is to start with an open meeting for members and non-members where the workforce is briefed about the proposals. The decisions about the union's response to the employers should then be made in a meeting open to members only.
2. **Mobilising the membership** - Members and non members need to see that the union has been instrumental in protecting their interests. Members could be asked to support the union's position by, for instance, signing a petition, wearing a badge or taking some other action. In this way, workers are empowered by showing that they can change things through joining together in the union, rather than simply being recipients of services.
3. **Recognising wins** - Too often we undermine our achievements and fail to point out that, without UNISON and more importantly our members, any improvements would not have been won.

For more advice on organising issues, see UNISON's [Organising Space](#)

## **Establishing consultation arrangements**

Having established the principle of an agreement, it is important to then set out the consultation process that will be followed when any proposals for automation are put forward.

The rarity of this step in practice was reflected in UNISON's recent branch survey, which found that just 17% of branches had been consulted over the introduction of automation.

However, it is a crucial step to enable the union to influence decisions over automation and their consequences. The key points to establish in the consultation process are outlined below:

### **Consultation on Proposals**

Proposals for the adoption of new technology will be brought before a joint negotiating committee when proposals are still at a formative stage to enable employees to input into the shaping of proposals.

Information shared through the consultation procedure shall enable the committee to develop a thorough understanding of:

- The rationale for change;
- The cost impact and a breakdown of those costs;
- The consequences for customer service and evidence of how these align with customer preferences;
- The consequences for the working arrangements of the staff directly affected;
- The consequences for integrated working across the organisation;
- An assessment of the equality impact.

The consultation period will allow staff and union reps sufficient time to consider the proposals fully.

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.

In response to feedback and alternative proposals, the employer will inform trade unions reps of changes made to proposals or the rationale for rejecting alternatives.

Wherever possible, pilots of the proposals will be conducted to allow more informed assessment of its likely full impact.

Information shall be shared in accordance with the ACAS code of conduct on Disclosure of Information to Trade Unions for Collective Bargaining Purposes.

The equality impact assessment will assess the impact of the proposal on groups that display the protected characteristics defined by the 2010 Equality Act (for Northern Ireland, replace with "groups defined within Section 75 of the Northern Ireland Act 1998"), with a view to amending the proposal if the assessment reveals discriminatory impact and improving the proposal to promote equality.

The purpose of establishing with the employer the range of considerations set out above in evaluating automation proposals is to steer the employer away from assessing solely on narrow cost grounds.

The sections below expand on the key issues that are frequently at stake for employees as part of this evaluation and techniques for influencing the outcome.

## **Joining forces with service users**

UNISON's recent branch survey found that just 8% of branches reported that the employer had consulted with service users when introducing automation.

Most of us can attest to this tendency from our own experience of automation, such as the wave after wave of automated telephone options that often confront a caller to a bank or energy supplier who just wants to speak directly to a customer service worker.

However, this frequent neglect of service users' preferences provides a key campaigning opportunity for the union to join force with organisations representing service users or gather support direct from service users through such means as petitions.

Where the preferences of service users align with staff, demonstrating the opposition of service users can present employers with a much more difficult task to justify their proposals

UNISON's general guidance on the techniques to help join forces with service users is set out in this document – [Effective Campaigning](#)

## **Defending jobs and influencing job content**

Many proposals for automation are likely to involve restructuring job roles. Therefore, an agreement on automation should clearly define the anticipated consequences for job roles and a fair procedure for deciding the allocation of staff to these roles, in line with the model below.

### **Restructuring of Job Roles**

#### **General principles**

Where automation is expected to lead to restructuring of job roles, a more detailed consultation paper will set out:

- Current and proposed staffing structure;
- Skills required for the new structure and any training opportunities;
- Job descriptions and grading / bandings of posts;
- Method by which employees will be selected for posts within the new staffing structure(s)

## Method of restructuring posts

For any area subject to restructuring a full set of job descriptions for new and existing posts will be published and roles will be graded according to the job evaluation scheme.

Posts shall be filled utilising slotting in and ring-fencing during a first round of recruitment:

- 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.
- 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 criteria utilised to decide on the application of slotting and ring-fencing procedures will be fair, objective, consistently applied job related criteria, backed by evidence where possible. They will be non-discriminatory on grounds of sex, sexual orientation, race, disability, religion or belief or age. They will also not discriminate on grounds of trade union membership, pregnancy, part-time status or fixed-term contract status.

All decisions concerning slotting-in and ring-fencing shall be open to appeal by the affected employee. 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.

Staff who are not successful in obtaining a post after this initial round will be formally notified that they are "at risk of redundancy."

For remaining posts, priority will be given to applications from staff classified as "at risk." If the post remains vacant, the post will be advertised internally across the organisation. If the post still remains vacant, it is possible at this stage to go to external advertisement.

The general position on changing job roles is to emphasise the potential of automation to relieve staff of repetitive tasks, while also pressing the employer to commit to resourcing training where necessary to expand the role in other ways, though of course guarding against attempts to establish more demanding roles without the appropriate payment in line with job evaluation.

Any proposal that suggests a cut in the number of jobs is clearly likely to be the point of greatest concern to staff. Therefore, it is crucial that an automation agreement also carries the maximum level of protections for staff in allowing for redeployment and exploring all options before any redundancies are proposed.

If it can be achieved, a no compulsory redundancy agreement is obviously the most preferable arrangement, but the model below sets out the next best position for offering the

maximum safeguards, though of course the option to ultimately seek industrial action is always available.

## **Redeployment**

“At risk” staff will also be entitled to consideration for redeployment to suitable alternative employment where they meet all of the essential criteria for the post or would be able to do so within a reasonable timeframe.

Suitable alternative employment shall be defined by a reasonable assessment of skills and experience required to fulfil a post, along with reasonable comparability in terms of status, place of work, job duties, pay, hours and responsibility

At risk staff will be kept aware of posts which could be considered as suitable alternative employment for an initial period of six weeks, following which progress should be reviewed with the employee and the designated manager.

Where an application is successful, the redeployee will be entitled to a four week trial period in post, following which, the redeployment will either be identified as successful, or the redeployee will return to the redeployment process.

Where redeployment is deemed successful by both parties, this will be confirmed in writing to the redeployee. The employee will then adopt the terms and conditions of their new post, with the exception of pay, if pay protection applies.

If the organisation does not consider the employee to be suitable, the employee will be treated as having been dismissed for redundancy and will receive any redundancy payment due.

Where redeployment has been unsuccessful after six weeks, the period can be extended by a further six weeks with the consent of the employee and the manager leading the change.

In accordance with statutory duty, employees on maternity, adoption or shared parental leave will be offered suitable alternative employment without competition

## **Redundancy**

Redundancy will always represent a last resort in the process of organisational change.

All options for avoiding redundancy will be explored, including:

- Limiting the refilling of posts when staff leave the organisation;
- Restrictions on recruitment;
- Opportunities for secondments across the organisation;
- Seeking volunteers for job-share or part-time work;
- Retraining existing staff to cover any skills gaps;
- Fixed term work to cover fluctuations in staff resource requirements;
- Redeployment of staff, within their contract of employment, to suitable alternative

employment;

- Seeking volunteers for voluntary redundancy or early retirement;
- Other cost saving measures that preclude the need for redundancy

However, where it first becomes apparent that the proposal for restructuring entails redundancies, consultation shall take place that allows genuine and meaningful consideration of ways to avoid redundancy.

By law, where the number of proposed redundancies exceeds 99 employees over a period of 90 days or less consultation will begin at least 45 days before the first dismissal takes effect. Where less than 100 but more than 20 redundancies are proposed, consultation will begin at least 30 days before the first dismissal takes effect. However, in order to allow full and meaningful consultation, every attempt will be made to initiate consultation on redundancies at least 90 days before the first dismissal is planned to take effect.

Trade unions reps will be provided with the following written information:

- The reasons for the proposed dismissals.
- The numbers and descriptions of employees whom 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 employees who may be dismissed.
- The proposed method of carrying out the dismissals, with due regard to any agreed procedure, including the period over which the dismissals are to take effect.
- The proposed method of calculating the amount of any redundancy payments to be made (over and above the statutory redundancy payment) to employees who may be dismissed.
- "Suitable information" about its use of agency workers
- The equality impact assessment

Negotiation will take place with trade unions over the criteria by which employees will be selected for redundancy.

The criteria will be fair, objective, consistently applied job related criteria, backed by evidence where possible. They will be non-discriminatory on grounds of sex, sexual orientation, race, disability, religion or belief or age. They will also not discriminate on grounds of trade union membership, pregnancy, part-time status or fixed-term contract status. Criteria utilised may include objective assessments of work performance, however skills / experience will only be used where account has been taken of barriers experienced by many protected groups in building skills / experience. Attendance record will only be used where no satisfactory explanation for non-attendance has been provided and disciplinary records shall only be used where disciplinary claims have been upheld.

## **Resisting intensified pressures on staff**

The impact of automation on the health and wellbeing of staff is a further key aspect of many automation proposals.

In reducing the strain of repetitive work, automation can have a positive effect on health and wellbeing. Automation that reduces the time a carer spends on paperwork and increases the time spent caring for patients is such an example.

However, numerous examples attest to the way employers can utilise the possibilities opened up by the technology to intensify pressures.

Data generated by automation can lead to much more detailed tracking of workers' performance and complex algorithms can be utilised by computer technology to increasingly dictate the intensity of work schedules. The tracking of time a call centre operator spends in responding to calls and on that basis setting minimum number of call responses per hour is just such a system.

Such tracking of performance can then feed into performance related pay systems.

Automated systems of working can also generate work practices that intrude deeper into employees' private lives and leave workers feeling unable to "switch off" outside of their contracted hours.

Automation can also play a key role in extending certain forms of working, such as home working, or facilitating the "crowdwork platforms" that give rise to insecure contracts such as zero hours work.

With such a wide range of possible knock-on effects from automation, it is important to ensure that an agreement contains the safeguards shown below:

### **Safeguards to employment rights**

The parties to this agreement recognise that the impact of automating technology on the workforce needs to be assessed in terms of duties imposed by the 1974 Health and Safety at Work Act/ Order requiring protection of the health, safety and welfare of employees, as well as the 1999 Management of Health and Safety at Work Regulations requirement assessment of ill health risks, ensuring hazards are removed or proper control measures put in place to reduce risks so far as is reasonably practical.

Consequently, a risk assessment will be conducted of proposals utilising the HSE Management Standards, regular reviews of the risks will be agreed as appropriate and trade union safety representatives will be consulted throughout these assessments.

Particular attention will be paid to ensuring that any automated tracking of work and setting of work rates will be balanced against the health and well being of the workforce.

Automation will not be allowed to infringe workers' "right to disconnect" from work demands conveyed through technology outside contracted working hours or when officially on-call;

Automation will not be utilised to expand the use of insecure contracts, carrying inferior employment rights, such as zero hours contracts.

UNISON has more detailed guidance on many of the issues highlighted in this section on these links:

- [Homeworking](#)
- [Contract types \(inc agency, fixed term, zero hours\)](#)
- [Monitoring and surveillance at work](#)
- [Performance related pay](#)
- [Guarding against stress](#)

## Model agreement on automation

# AGREEMENT ON AUTOMATION

between

[The Organisation] and [List unions]

## 1 GENERAL PRINCIPLES OF AGREEMENT

- 1.1 This agreement sets out the procedures that will be observed when any large scale introduction of automating technology is under consideration that can be expected to have a significant impact on working arrangements
- 1.2 Both [organisation] and the unions recognise that new technology has the potential to deliver huge benefits in the delivery of public services. However, these procedures will be followed to ensure that the full range of costs and benefits are understood before deciding whether to proceed with the adoption of new technology and consideration is given to mitigating possible negative consequences where a decision is made to proceed.
- 1.3 The adoption of new technology shall be considered not solely as a method for reducing costs but also as a wider means for improving quality of services that takes account of the crucial role that a motivated, well trained workforce has in delivering high quality services.
- 1.4 The parties to this agreement recognise that automation:
  - i) Tends to have a disproportionate impact on sections of the workforce defined as possessing “protected characteristics” according to the Equality Act (for Northern Ireland, replace with “a disproportionate impact on sections of the workforce defined within Section 75 of the Northern Ireland Act 1998”)and therefore an equality impact assessment will be considered for all proposals;
  - ii) Can cause distress among the workforce about its impact on the number and type of jobs available, which will be addressed through full consultation and fair procedures;
  - iii) Offers opportunities for reducing repetitive aspects of job roles and retraining in more fulfilling dimensions of the role;
  - iv) Will be accompanied by a risk assessment of changing pressures on staff where appropriate

## **2. CONSULTATION ON PROPOSALS**

- 2.1 Proposals for the adoption of new technology will be brought before a joint negotiating committee when proposals are still at a formative stage to enable employees to input into the shaping of proposals.
- 2.2 Information shared through the consultation procedure shall enable the committee to develop a thorough understanding of:
  - i) The rationale for change;
  - ii) The cost impact and a breakdown of those costs;
  - iii) The consequences for customer service and evidence of how these align with customer preferences;
  - iv) The consequences for the working arrangements of the staff directly affected;
  - v) The consequences for integrated working across the organisation;
  - vi) An assessment of the equality impact.
- 2.3 The consultation 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, the employer will inform trade unions reps of changes made to proposals or the rationale for rejecting alternatives.
- 2.6 Wherever possible, pilots of the proposals will be conducted to allow more informed assessment of its likely full impact.
- 2.7 Information shall be shared in accordance with the ACAS 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 groups that display the protected characteristics defined by the 2010 Equality Act, with a view to amending the proposal if the assessment reveals discriminatory impact and improving the proposal to promote equality.

### **3. RESTRUCTURING OF JOB ROLES**

#### **3.1 General principles**

3.1.1 Where automation is expected to lead to restructuring of job roles, a more detailed consultation paper will set out:

- i) Current and proposed staffing structure;
- ii) Skills required for the new structure and any training opportunities;
- iii) Job descriptions and grading / bandings of posts;
- iv) Method by which employees will be selected for posts within the new staffing structure(s)

#### **3.2 Method of restructuring posts**

3.2.1 For any area subject to restructuring a full set of job descriptions for new and existing posts will be published and roles will be graded according to the job evaluation scheme.

3.2.2 Posts shall be filled utilising slotting in and ring-fencing during a first round of recruitment:

- i) 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.
- ii) 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.

3.2.3 The criteria utilised to decide on the application of slotting and ring-fencing procedures will be fair, objective, consistently applied job related criteria, backed by evidence where possible. They will be non-discriminatory on grounds of sex, sexual orientation, race, disability, religion or belief or age. They will also not discriminate on grounds of trade union membership, pregnancy, part-time status or fixed-term contract status.

3.2.4 All decisions concerning slotting-in and ring-fencing shall be open to appeal by the affected employee. 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.

- 3.2.5 Staff who are not successful in obtaining a post after this initial round will be formally notified that they are "at risk of redundancy."
- 3.2.6 For remaining posts, priority will be given to applications from staff classified as "at risk." If the post remains vacant, the post will be advertised internally across the organisation. If the post still remains vacant, it is possible at this stage to go to external advertisement.

### **3.3 Redeployment**

- 3.3.1 "At risk" staff will also be entitled to consideration for redeployment to suitable alternative employment where they meet all of the essential criteria for the post or would be able to do so within a reasonable timeframe.
- 3.3.2 Suitable alternative employment shall be defined by a reasonable assessment of skills and experience required to fulfil a post, along with reasonable comparability in terms of status, place of work, job duties, pay, hours and responsibility
- 3.3.3 At risk staff will be kept aware of posts which could be considered as suitable alternative employment for an initial period of six weeks, following which progress should be reviewed with the employee and the designated manager.
- 3.3.4 Where an application is successful, the redeployee will be entitled to a four week trial period in post, following which, the redeployment will either be identified as successful, or the redeployee will return to the redeployment process.
- 3.3.5 Where redeployment is deemed successful by both parties, this will be confirmed in writing to the redeployee. The employee will then adopt the terms and conditions of their new post, with the exception of pay, if pay protection applies.
- 3.3.6 If the organisation does not consider the employee to be suitable, the employee will be treated as having been dismissed for redundancy and will receive any redundancy payment due.
- 3.3.7 Where redeployment has been unsuccessful after six weeks, the period can be extended by a further six weeks with the consent of the employee and the manager leading the change.
- 3.3.8 In accordance with statutory duty, employees on maternity, adoption or shared parental leave will be offered suitable alternative employment without competition

### **3.4 Pay protection**

- 3.4.1 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 **[X] years [better schemes can offer up to two years]**.
- 3.4.2 In such circumstances, the organisation will make every effort, for a period of **[X] years** following the redeployment, to offer the employee a job more suitable to his/her original status. Training and development opportunities will also be made available to assist the employee in successfully attaining such a post.

## 3.5 Redundancy

3.5.1 Redundancy will always represent a last resort in the process of organisational change.

3.5.2 All options for avoiding redundancy will be explored, including:

- Limiting the refilling of posts when staff leave the organisation;
- Restrictions on recruitment;
- Opportunities for secondments across the organisation;
- Seeking volunteers for job-share or part-time work;
- Retraining existing staff to cover any skills gaps;
- Fixed term work to cover fluctuations in staff resource requirements;
- Redeployment of staff, within their contract of employment, to suitable alternative employment;
- Seeking volunteers for voluntary redundancy or early retirement;
- Other cost saving measures that preclude the need for redundancy

3.5.3 However, where it first becomes apparent that the proposal for restructuring entails redundancies, consultation shall take place that allows genuine and meaningful consideration of ways to avoid redundancy.

3.5.4 By law, where the number of proposed redundancies exceeds 99 employees over a period of 90 days or less consultation will begin at least 45 days before the first dismissal takes effect. Where less than 100 but more than 20 redundancies are proposed, consultation will begin at least 30 days before the first dismissal takes effect. However, in order to allow full and meaningful consultation, every attempt will be made to initiate consultation on redundancies at least 90 days before the first dismissal is planned to take effect.

3.5.5 Trade unions reps will be provided with the following written information:

- The reasons for the proposed dismissals.
- The numbers and descriptions of employees whom 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 employees who may be dismissed.
- The proposed method of carrying out the dismissals, with due regard to any agreed procedure, including the period over which the dismissals are to take effect.

- The proposed method of calculating the amount of any redundancy payments to be made (over and above the statutory redundancy payment) to employees who may be dismissed.
  - "Suitable information" about its use of agency workers
  - The equality impact assessment
- 3.5.6 Negotiation will take place with trade unions over the criteria by which employees will be selected for redundancy.
- 3.5.7 The criteria will be fair, objective, consistently applied job related criteria, backed by evidence where possible They will be non-discriminatory on grounds of sex, sexual orientation, race, disability, religion or belief or age. They will also not discriminate on grounds of trade union membership, pregnancy, part-time status or fixed-term contract status. Criteria utilised may include objective assessments of work performance, however skills / experience will only be used where account has been taken of barriers experienced by many protected groups in building skills / experience. Attendance record will only be used where no satisfactory explanation for non-attendance has been provided and disciplinary records shall only be used where disciplinary claims have been upheld.

### **3.6 Appeals against compulsory redundancy**

- 3.6.1 The employer will formally write to an employee setting out the notice of redundancy. A meeting will also be held with the employee to discuss the matter and notification will be made of the right to appeal against a decision to place them under formal notice of redundancy.
- 3.6.2 The appropriate manager will continue to meet with the individual employee on a regular basis throughout the formal notice period in order to continue to pursue alternatives that need to be explored.
- 3.6.3 An employee seeking to appeal will inform the head of HR in writing of his/her intention, stating the grounds of appeal together with any documents, which he/she intends to produce at the appeal hearing, within 15 working days of being given notice of redundancy.
- 3.6.4 An appeal against redundancy will be heard by a panel of a minimum of two managers, who have not previously been involved in the selection process.
- 3.6.5 Employees at risk of redundancy will be entitled to reasonable time off work with pay to look for other employment or to arrange for training

### **3.7 Redundancy payment**

- 3.7.1 Employees with at least two years continuous employment will be entitled to redundancy payment in line with the organisation's redundancy scheme.
- 3.7.2 Depending on the circumstances, the organisation may waive its right to insist on employees working their notice and instead give a payment in lieu of notice.

#### **4. SAFEGUARDS TO EMPLOYMENT RIGHTS**

- 4.1 The parties to this agreement recognise that the impact of automating technology on the workforce needs to be assessed in terms of duties imposed by the 1974 Health and Safety at Work Act/ Order requiring protection of the health, safety and welfare of employees,, as well as the 1999 Management of Health and Safety at Work Regulations requirement assessment of ill health risks, ensuring hazards are removed or proper control measures put in place to reduce risks so far as is reasonably practical.
- 4.2 Consequently, a risk assessment will be conducted of proposals utilising the HSE Management Standards, regular reviews of the risks will be agreed as appropriate and trade union safety representatives will be consulted throughout these assessments.
- 4.3 Particular attention will be paid to ensuring that any automated tracking of work and setting of work rates will be balanced against the health and well being of the workforce.
- 4.4 Automation will not be allowed to infringe workers' "right to disconnect" from work demands conveyed through technology outside contracted working hours or when officially on –call;
- 4.5 Automation will not be utilised to expand the use of insecure contracts, carrying inferior employment rights, such as zero hours contracts.