



# **Restructuring and Staff Reductions Policy**

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This supersedes the TfL Organisational Change Policy

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SECTION 1: APPROACH TO MANAGING ORGANISATIONAL  
RESTRUCTURING AND STAFF REDUCTIONS

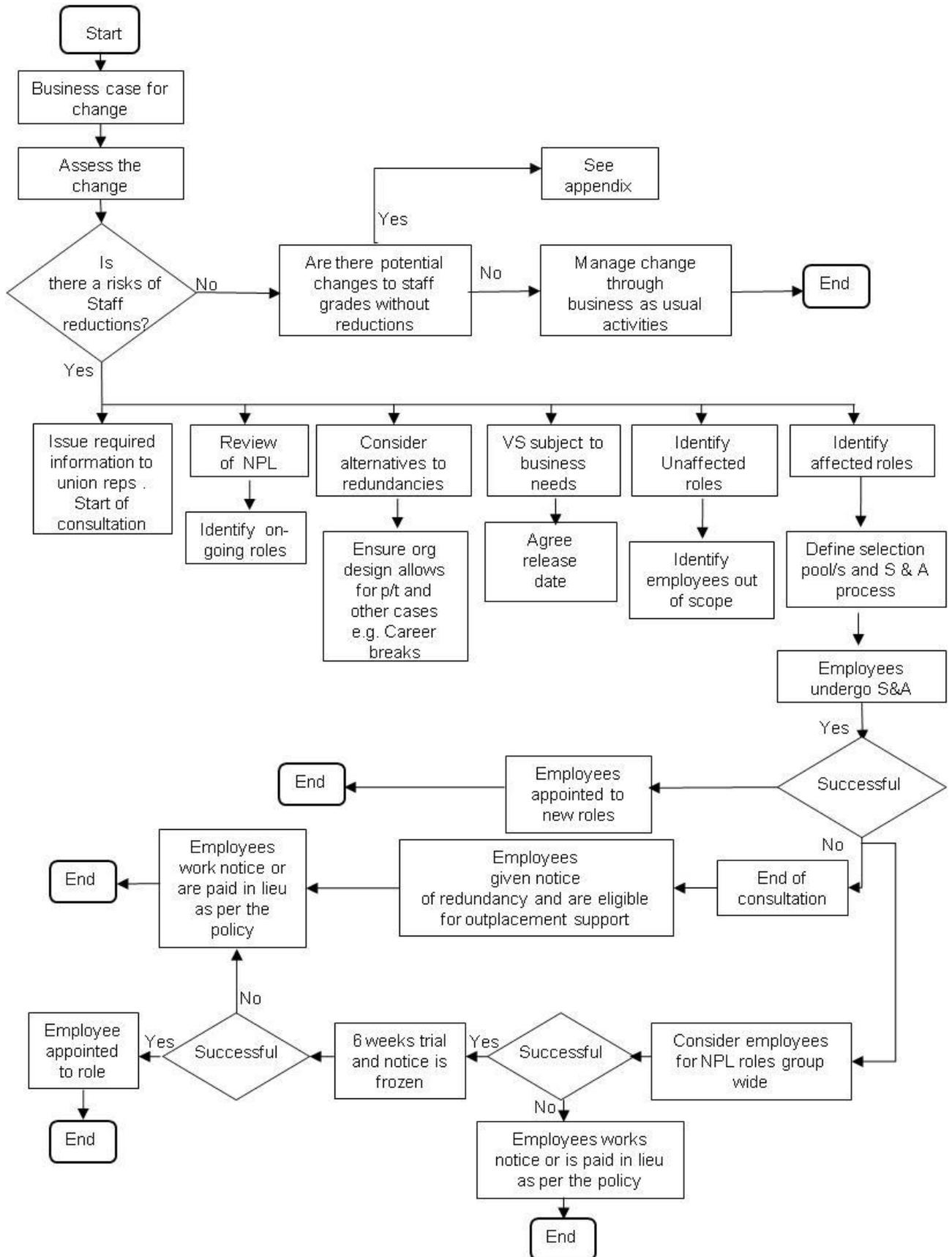
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# Flow chart summarising the process for Restructuring and Staff Reductions



## **SECTION 1: APPROACH TO MANAGING ORGANISATIONAL RESTRUCTURING AND STAFF REDUCTIONS**

### **1.1 Introduction**

TfL's ways of working will continually evolve to support the needs of its customers. Through early discussion of these issues it may be possible to find alternative ways to meet the needs of the business without the need for staff reductions. However, from time to time there will be a need to manage staff reductions and restructuring where: a particular type of work has ceased to exist; the amount of work has or is likely to reduce; and/or where less people are required to deliver the same service to customers.

In these situations TfL is committed to minimising the number of redundancies that may follow and will use the options identified in this policy to achieve this. This will include making the most of the Voluntary Severance process.

### **1.2 Organisational Scope**

Employees of TfL, Docklands Light Railway Limited, Rail for London Limited, London Bus Services Limited, London Buses Limited, Victoria Coach Station Limited who are on TfL employment contracts (Pay bands 1 – 5) and those staff on predecessor organisation employment contracts where the individual has transferred to the employment of TfL.

For the avoidance of doubt this policy does not apply to employees of London Underground and operational employees in Surface Transport.

### **1.3 Purpose and Principles for managing staff-reductions**

Before TfL embarks upon managing the process associated with staff reductions, as outlined in this policy, a clear rationale for the change(s) will be outlined. Employees and trades union representatives will be made aware of the challenges TfL faces and the changes that are required as soon as possible.

TfL's overriding aim in disclosing this detail will be to limit the scope and minimise the number of staff reductions. As part of this process, and once the proposals are known, TfL will engage and meaningfully consult with the Trades Union representatives at the earliest possible opportunity and throughout the process. TfL will maintain open channels of communication at all stages of the process.

Where possible TfL will use the following methods to avoid redundancy:-

- Natural wastage;
- Training/ re-training employees;
- Using an employee's skills, knowledge and experience to proactively seek suitable alternative employment whether that is at the same or a suitable lower grade and/or at a different location;
- Restricting the recruitment of permanent employees and/or introducing a recruitment freeze where appropriate;
- Minimising the use of non-permanent labour (agency workers and consultants);

- Reducing overtime by as far as production requirements permit;
- Flexible working;
- Voluntary early retirement;
- Bumping;
- Voluntary Severance (VS), subject to management discretion and the need to maintain/ retain appropriate skills. Importantly, no employee will have automatic entitlement to Voluntary Severance where management needs to retain employees or skills to meet business requirements.

#### **1.4 Consultation, engagement and communication**

At the start of the process TfL will make employees aware of the need for the changes and clearly outline the key aims and anticipated benefits. In order to achieve this, the trades union representatives will be provided the following information in writing:

- The reason(s) for the proposed change(s) which will be in the form of a standard business case. As a minimum this will include the business rationale for the changes along with the anticipated savings where appropriate;
- The Equality Impact Assessment for the proposed changes;
- The total number of employees currently employed in the affected department;
- The type of work that is changing and the number and names<sup>1</sup> of employees undertaking that work;
- Current and new organisation charts;
- The terms and conditions of posts in the revised organisation;
- The proposed process for filling posts;
- The proposals for how redundancies will be minimised, including how and when Voluntary Severance may be used.

This information will be made available to employees, and when there are team presentations or briefings TfL will also invite the trades union representatives. In cases where one-to-one meetings take place employees will be given reasonable notice, usually five working days, and be permitted to be accompanied by a fellow worker or Trades Union Representative, should they wish to do so.

The consultation process with the trades unions will start at the earliest possible opportunity and will be for a minimum of 90 days before formally displacing any employee. The consultation will be meaningful and TfL will listen to and respond to the views, comments and opinions expressed by the trades union representatives. TfL will seek to reach an agreement on the alternatives to redundancies, the selection and assessment methods used and the criteria used for selection and assessment. Where there remain agreed matters of principle and/or substantive issues that are unresolved the consultation period will be extended.

This consultation will ensure that rationale for the change(s) is understood and any alternatives put forward are considered and responded to. A key consideration, and matter for consultation, as part of any restructuring and

staff reduction exercise will be to limit the number of displaced employees at the end of the process.

As part of the consultation process a specific consideration of non-permanent labour will take place. Where it is established that non-permanent labour is being used to fill ongoing roles, existing employees will be pro-actively considered for those roles

TfL may ask for volunteers to leave TfL at an early stage of the process, and this will be proactively considered at the start of a staff reduction exercise. The exact arrangements will be subject to management discretion and business needs. See paragraph 4.2 for further details.

Throughout the consultation process all the matters outlined in paragraph 1.3 will be considered and utilised when they assist in mitigating staff reductions.

### **1.5 Structural Design**

In the design of a new structure TfL will need to ensure that the needs of the business and customers are met. This will need to be achieved by carefully balancing services, costs and people.

Once designed, the deliverables of each department and team should be clearly outlined. Each job within the structure should have a clear purpose and clear accountabilities. By reviewing the organisational charts and the job descriptions it should be clear as to what roles are specialist and what the breadth and impact is of each role. Jobs will be evaluated using recognised job evaluation system(s).

As part of the consultation process TfL will endeavour to reach agreement with the trades unions on selection pools and assessment methods to be used.

## **SECTION 2: SELECTION AND ASSESSMENT**

### **2.1 Approach to filling posts in the revised structure**

The rationale for the changes and the revised structure will make it clear what work remains largely unchanged and what work is changing, disappearing and/or reducing. This means that it will be possible to confirm those employees that are out of scope and those that are directly affected by the changes.

### **2.2 Out of scope**

Where reductions are not required and/or where the work is not interchangeable with other work, employees will not be affected by the proposed changes and will be confirmed in post. Employees confirmed in post will not be required to go through a selection process.

### **2.3 In scope**

Where employees work in roles that are reducing in number or their work is broadly similar to and/or interchangeable with the work that is reducing they will be placed in the same selection pool. Selection pools are used to try and mitigate redundancies and ensure that employees that do similar work and have similar skills, knowledge and experience have an equal opportunity to be considered for revised roles.

### **2.4 Selection pools**

Selection pools will be established by carefully considering:

- Which particular kind of work is disappearing / reducing?
- Which employees do this kind of work?
- To what extent are employees doing similar work?
- To what extent are employees' jobs interchangeable?

In answering the questions outlined above, consideration of the key job purpose will also need to be considered. What must be established is an understanding of the practical basis on which someone is employed and what skills are required. A full review of accountabilities and tasks undertaken is not required to achieve this. The basis of the employee's current role will be used and employees will be placed in only one pool. Human Resources will play an active role in establishing the selection pools and will ensure employees are placed in the correct one.

Although employees may be in the same pay band it does not automatically mean that work is broadly similar and interchangeable. Due to the fact that work needs to be similar and interchangeable it is also unlikely that selection pools will span more than one pay band.

TfL will consult on the proposed selection pools with the trades unions. To aid the consultation, TfL will provide existing job descriptions along with new job descriptions with the Hay score (or equivalent measure that confirms the job

size). It should be noted that Hay points are not used to determine whether selection pools are appropriate.

## **2.5 Assessment Options**

The purpose of any assessment is to ensure that the employees retained by TfL are the ones who most closely meet its ongoing requirements. The assessment methods may vary between selection pools, but as employees will have already been doing similar work a full assessment process will not usually be required. The focus will be on ensuring that differentiation between employees is achieved and the skills, knowledge and experience required for the future are clearly assessed.

Regardless of the chosen selection process, TfL will ensure that the process is transparent and employees are treated fairly and considerately. The specific criteria to be used and the skills and capabilities required for the roles in the revised structure(s) will be confirmed to all relevant employees and the trades union representatives. Employees will know what roles they are being considered for, how they are to be assessed and the criteria to be used. When employees are unsuccessful in securing a role they will be given the rationale for the decision in person.

Human Resources will provide advice on the appropriate selection tools and the chosen selection and assessment methods will be subject to consultation. Although not exhaustive, the range of methods include: paper based assessment; interviews; assessment centres; desktop exercises (with the opportunity for employees to provide a supporting statement); role plays; verbal and numerical reasoning; presentations (seen and unseen); workplace assessments; technical tests; and personality questionnaires which will only be used to probe at interviews

Throughout the process TfL will seek to ensure that selection and assessment methods are open, fair, transparent, and do not have an adverse impact on a particular equality group(s). Prior to the consultation process being complete, a review of the EqIA will be undertaken to ensure that any potential issues are addressed.

Following the assessment process, successful employees will be appointed to roles that are deemed as suitable alternative employment. Whilst employees may be given the option to express an interest in a particular role there should be no expectation that the employee will be offered their choice or be guaranteed an interview (in cases where interviews are used as part of the selection process).

Irrespective of the assessment process used TfL will need to ensure that the key skills, knowledge and experience of employees are captured. This is required to ensure that they can be considered for other suitable alternative employment in TfL.

## **2.6 Appointment Process**

Employees will receive written confirmation of the role into which they have been appointed. The terms and conditions of the job will also be confirmed and employees will only be appointed to roles which TfL considers as suitable alternative employment.

An employee who is appointed to a role that is deemed as suitable alternative employment has the right to a trial period of six weeks in that job. The period begins when the individual commences work in the alternative post.

The effect of the trial period is to give the employee a chance to decide whether the new job is suitable without necessarily losing the possibility of seeking a Voluntary Severance (VS) payment. The six-week trial period can be extended to allow for suitable retraining by an agreement which is in writing, specifying the date on which the trial period ends and sets out the employee's terms and conditions after it ends. If the employee works beyond the end of the six-week period, or the jointly agreed extended period, the eligibility for VS will be lost because the employee will be deemed to have accepted the new position.

The trial period will also be used to assess the employee's suitability for the role. Should TfL wish to end the work within the six weeks for a reason connected with the new job, the employee will retain the ability to apply for VS. If TfL decides to dismiss due to a reason unconnected with redundancy, (e.g. serious disciplinary matters, such as Gross Misconduct) the employee will lose eligibility for VS.

If the employee unreasonably refuses the alternative position, they will lose eligibility to a VS payment.

## **2.7 Suitable Alternative Employment (SAE)**

Employees will be expected to accept an offer of SAE. In defining what is suitable, the onus will be on employees to demonstrate why it is not possible to carry out a particular role. Consideration will be given to the following:

- Pay: TfL will provide Protection of Earnings (PoE) for three years, in the event that an employee is placed in a role that attracts a lower salary. An employee will be moved to the lower salary immediately (and this will become their basic salary), and the difference between this and their earnings immediately prior to this move, will be paid separately for the three-year period (see appendix for further detail).
- Personal circumstances, such as childcare or family responsibilities: It may not be reasonable for an employee to take up a role if they previously benefitted from formal flexible working arrangements that need to be significantly changed as a result of the new role.
- Status: Where a new role would be to the detriment of an employee's professional status and/or where it may affect future job prospects.
- Working hours: It is not reasonable to expect an employee to work significantly different shifts where they have other circumstances that shift work adversely affect.

- Change of location beyond the distance stated/envisaged by/in their contract: Although employees will be expected to work anywhere within the area served by TfL due regard will be given to difficulties an employee may experience travelling from home to particular locations.
- Training: When the role is considered as SAE but training is required to ensure that the employee has the relevant skills and/or qualifications TfL will provide a reasonable amount of training necessary for an employee to undertake a new role. When considering whether the amount of training is reasonable, TfL will consider the cost of the training and the time taken to complete the training in conjunction with the potential VS costs and/or recruitment costs. This will be balanced against the cost of an unproductive employee and excessive training that may not then be utilised.

The above is for guidance only as individual circumstances differ and what is suitable for one person may not be suitable for another.

Employees who unreasonably refuse an offer of SAE will have been deemed to have resigned and will lose their eligibility to VS.

## **2.8 Bumping**

Bumping occurs when an employee who is not in scope of the change offers to vacate their post, so it can be filled by another employee. TfL may seek volunteers or employees may contact their manager to express an interest in being bumped. The employee who is not in-scope of the change and therefore not at risk of redundancy is entitled to apply for a VS payment in accordance with corporate policy and will not be subject to redeployment. Following the request for volunteers, TfL will consider any bumping applications. Requests will be considered in line with business needs and requests may be rejected as a result of business needs. Approvals to bumping and any VS payments made are at the discretion of TfL.

## **SECTION 3: TREATMENT OF EMPLOYEES UNSUCCESSFUL FOR A ROLE FOLLOWING SELECTION AND ASSESSMENT**

### **3.1 Displaced employees**

Employees not successful in securing a job will be informed of this in writing and therefore they are displaced and are on notice of redundancy. The letter will include the rationale for the decision, which should also be explained in person. In the event the employee considers that the selection criteria has been unfairly or incorrectly applied, they may request a meeting with the appropriate person to appeal the decision. Such a request for a meeting must be submitted in writing within 5 working days of staff receiving the decision. The employee may be accompanied at this meeting by a colleague or trades union representative. This replaces the grievance procedure for such concerns.

The letter will also confirm the employee's notice period, a named contact from Human Resources and how the support outlined in paragraph 3.3 will be provided.

### **3.2 Notice Periods**

At the end of the consultation period, those employees unsuccessful in securing a role will be given 12 week's notice of redundancy. Employees will remain within their department with their existing (or new) manager and when given notice of redundancy they may be:

- Required to work their notice period in their current role (with access to support as outlined in paragraph 3.3);
- Assigned alternative work commensurate with their knowledge, skills and experience for the whole or part of their notice period – this may be in their current department or elsewhere in TfL;
- Placed on Garden Leave for the whole or part of their notice period;
- Able to opt for VS within the first 4 weeks of worked notice (see paragraph 4.3)
- Able to undertake a secondment opportunity (as detailed below).

TfL will make every effort to offer SAE to employees working their notice (in accordance with section 2.7), as well as pursuing bumping opportunities (in accordance with section 2.8).

Secondment opportunities that are for a specific purpose and defined time period may arise and displaced employees (i.e. on notice of redundancy) will be considered for these prior to advertisement. The sourcing of secondments will be organised centrally and will adhere to the principles contained within the TfL Recruitment & Selection Policy.

The employee will decide whether they wish to be considered for these opportunities. Secondments will only be used where a role or project exists for a time-defined period and this facility will not be used where the purpose does not fit these criteria. When an employee is required to undertake work that is

commensurate with their knowledge, skills and experience within their current department or elsewhere within TfL, then this will not be considered a secondment. Such work will usually be referred to as 'transitional' or 'handover' work and in such cases the 12 week notice period will continue to run whilst an employee undertakes such work.

If a role of a more substantive nature (i.e. medium to long term) is to be undertaken, arrangements will be made to source this using the SAE approach. In light of this, secondments will not be longer than 12 months in duration.

In the event that a displaced employee undertakes a secondment opportunity during their notice period, the remaining (un-worked) portion of the notice period (i.e. the 12 weeks less any notice worked prior to taking up the secondment opportunity) will be frozen until the secondment is complete. During this time, a proactive search for SAE will be undertaken by TfL with the aim of securing a substantive position within the organisation for the employee.

### **3.3 Support for displaced employees**

TfL is committed to helping displaced employees find suitable alternative employment where possible. Human Resources will ensure that displaced employees are considered for vacancies and roles currently occupied by non permanent labour. Roles may only be advertised more widely if displaced employees are not suitable. Provided the relevant information is collected as per paragraph 2.5 employees will not need to be interviewed and instead the 6 week trial period will be used to assess employee suitability. Employees should be aware that if they decline an offer of suitable alternative employment they will not be eligible to apply for Voluntary Severance.

Displaced employees who are disabled will be given priority for roles where their knowledge, skills and experience meet the requirements for the role. Where applicable, reasonable adjustments will be made to enable the employee to take up the post.

TfL wants to ensure that employees that are displaced receive excellent support that helps them find alternative employment, whether that be inside or outside of TfL. In addition to access to TfL's learning and development services, TfL may use external agencies who specialise in helping people secure their next job move.

Outplacement support will be coordinated by TfL to ensure that when an employee is displaced, the exact support available to them will be made clear and whenever possible employees may be able to select a range of options. Wherever possible TfL will ensure that the displaced employee is able to personalise their options so as it best fits their needs. TfL will ensure that the employee can:

- have a face-to-face meeting with a coach;

- make use of an external resource centre for 4 months. Employees can flex this provision by accessing this service in month blocks. The total 'access period' will not exceed 4 months in total.
- have access to online support (including job data base and search)
- choose other options e.g. interview skills, career options, CV preparation, self-marketing, research materials, and self employment options.

As an example, this may also include support in:

- finding the next role;
- retraining;
- diversifying into a new career;
- considering the possibilities associated with retirement.

As part of the other choices employees can choose support in:

- compiling their CV;
- understanding more about the external job market;
- handling application forms, and preparing for interviews.

Should an employee prefer to arrange their own support/training or make other arrangements instead of receiving outplacement support provided on TfL's behalf, they will be eligible to receive an additional discretionary compensation payment of £1,500. This will only be paid should the employee leave TfL.

If employees are required to work their notice they will be given reasonable paid time off to attend any sessions referenced above. Employees will also be allowed reasonable paid time off to attend training and/or interviews that they arrange for themselves. In all cases employees must seek approval for time off, but it will not be unreasonably withheld.

## **SECTION 4: PAYMENTS, VOLUNTARY SEVERANCE AND OTHER BENEFITS**

### **4.1 Statutory Redundancy and TfL Voluntary Severance**

Statutory Redundancy is a payment given to an employee who has been made redundant. The rules and calculations that determine the amount paid are set out by government.

Voluntary Severance is a TfL scheme, where a payment is given (under certain circumstances) to an employee who has been made redundant, the amount paid is usually more than Statutory Redundancy. Voluntary Severance is inclusive of statutory redundancy pay.

Employees who are members of the PCSPS and LGPS (LPFA) pensions funds are not automatically eligible for the TfL Voluntary Severance Scheme. Members of these schemes have specific arrangements for VS and TfL has a statutory obligation to ensure that compensation is paid according to the scheme regulations. Where an employee is not covered by these statutory arrangements then the TfL VS standard package will apply. It should be noted that changes to these schemes are not governed by TfL.

VS is usually calculated as a number of weeks' pay (up to maximum of 90 weeks) according to age and length of service (completed years). The calculation should include time spent with TfL and/or its subsidiaries provided this is continuous employment. Broken service is not taken into account.

A week's pay is that which the employee is entitled to under his or her terms of the contract at the 'calculation date'. The 'calculation date' is the date on which TfL gives the employee the notice to which he or she is entitled. If the pay varies (e.g: through shift-work), the amount of the week's pay is averaged over the 12 weeks prior to the 'calculation date'. Allowance and higher duty pay will be incorporated if these have been awarded for a period of 12 months +.

### **4.2 VS prior to the start of selection and assessment**

TfL may ask for volunteers to leave TfL at an early stage of the process, and this will be proactively considered at the start of a staff reduction exercise. Should an employee wish to leave TfL and this be agreed then they would normally be allowed to take Voluntary Severance early. The leaving date will be determined by business needs and the need for any transitional arrangements.

When it is agreed a VS trawl is appropriate to the specific circumstances of the restructuring/staff reduction exercise, and strictly before any selection and assessment process starts, employees who request to leave and are permitted to do so will receive:

- A minimum £6,000 (pro-rated for part-time employees) (subject to a minimum of 1 years' completed service);
- A minimum of 8 weeks pay in lieu of notice;
- Outplacement support .

TfL will seek to ensure that early VS is approved in a fair, objective and non-discriminatory basis but before an early exit is agreed consideration will be given, but not limited to: retention of key skills (whether in relation to meet the need and demands of the new organisation or following investment in certain people); knowledge and/or experience of a specific area or subject; and cost. The decision to formally offer VS will remain at the discretion of TfL.

### **4.3 VS after selection and assessment**

Once it is known that an employee hasn't been successful for a role in the respective restructuring/staff reductions exercise, they are given notice of redundancy that is 12 weeks in duration. This includes their contractual notice period entitlement.

Employees can choose either to accept worked notice of 12 weeks (whereby they are required to undertake work commensurate with their knowledge, skills and experience), or they may choose prior to, or within the first 4 weeks of worked notice, to leave TfL and (subject to eligibility) receive a VS payment.

If the employee chooses to leave TfL instead of working their notice, they will receive a minimum of 4 weeks notice paid in-lieu (or their contractual notice if greater, which increases by one additional week per completed year of service from 5 to 12 years), with any notice already worked deducted from the payment in-lieu. Both cannot be chosen and the employee must decide prior to the start or within the first 4 weeks of the notice worked, otherwise it is concluded that worked notice for the whole 12 week period is the chosen route and (subject to eligibility) VS will be paid at the end of the 12 week period provided SAE has not been found. VS will not be paid if an employee refuses a reasonable offer of SAE

To be eligible for VS in these circumstances, employees must have at least 2 years' completed service. There is a minimum payment of £4,000, pro-rated for part time employees. Any VS payment and notice period will be paid separately and taxed according to the appropriate rules and prevailing law.

### **4.4 Eligibility to draw a TfL pension and the Augmented Pension Package**

On leaving service the benefits and options available in respect of membership of the TfL Pension Fund depend on how long an employee was a Member of the Pension Fund, when the employee joined the Pension Fund and the employee's age. Full details of the options available can be found on the Pension Fund [website](#).

The augmented pension package is available to TfL Pension Fund members between the ages of 55 and 59 who have had at least 5 years' fund membership and consists of an augmented pension plus a smaller severance lump sum. Employees who are eligible for this will have the details fully explained to them.

#### **4.5 Part-time employees**

The VS lump sum payments attract the same number of weeks pay according to age and length of service, the pay so reckoned will be that of the appropriate (pro-rated) part-time. As is permissible under the law, this applies even if service had previously been on a full-time basis.

Employees will be entitled to other benefits as per full-time employees, however caveats may apply and benefits may be on a pro-rata basis even if the employee has previously been employed on a full-time basis

#### **4.6 Receipt of Voluntary Severance**

Employees who receive a voluntary severance payment will be excluded from re-joining TfL for a period of 2 years from the termination date.

#### **4.7 Travel Facilities**

##### **Oyster card**

If the employee is aged 50 or over and has completed 20 years or more service, they will be eligible for retired Oyster card facilities

If the employee is under 50 years of age, with at least 20 years actual service, the Oyster card is withdrawn but a retired version can be reclaimed at age 50.

For all other staff accepting VS, the Oyster cards are permanently withdrawn.

Any Nominee and Dependant children travel facilities which are currently held will also be retained if eligible.

##### **PTAC**

If the employee is aged 45 or over and has been in service with LT/LU prior to 1.4.1996, they will be eligible for retired PTAC facilities. These will be either Standard Class or 1<sup>st</sup> Class dependent on which class is held in service. Retired travel facilities will also include Status Passes (only if held), however if a Residential Pass is held, this is permanently withdrawn.

If the employee is aged under 45 years and has completed 20 years of service with LT/LU, they will be eligible for retired PTAC facilities. These will be either Standard Class or 1<sup>st</sup> Class dependent on which class is held in service. Retired travel facilities will also include Status Passes (only if held), however if a Residential Pass is held, this is permanently withdrawn.

If you hold a 1<sup>st</sup> Class PTAC, one Free Ticket will be retained per Calendar year (unless a Band 4 grade or above which will be two Free Tickets per Calendar year – reduced in retirement). Standard Class PTAC holders will no longer receive the Annual Free Ticket facility.

For all other staff accepting VS, the PTAC is permanently withdrawn.

Any Partner, and Dependant children travel facilities which are currently held will also be retained if eligible.

#### **4.8 Annual Leave**

All employees are entitled to their current year's annual leave pro-rated to the date on which they leave service and any untaken annual leave can be paid in lieu through the payroll system.

#### **4.9 Pre-Retirement Package**

Those employees who intend to draw their pension will be entitled to attend a pre-retirement seminar. However, annual leave will not be increased in the last year of employment because the principle reason for leaving TfL is redundancy/Voluntary Severance and not retirement

#### **4.10 Compromise Agreement**

Employees eligible for a VS payment will be required to sign a Compromise Agreement. A contribution towards legal fees incurred in connection with advice on the terms of the agreement of £250 plus VAT will be reimbursed to the employee upon production of a receipt from a Law Society registered solicitor.

#### **4.11 Taxation**

The Voluntary Severance lump sum, payments in lieu of notice, and ex gratia payments will be taxed in accordance with the tax rules prevailing at the time of payment.

The AVC and Pension lump sums are normally tax-free, but these will also be governed by tax rules prevailing at the time of payment.

#### **End.**

This policy is effective from 27 June 2011 and will be reviewed on a regular basis, with the first review taking place by 31<sup>st</sup> December 2012.

## **APPENDIX: REASONABLE ADJUSTMENTS, SECONDMENTS, ABSENCE FROM WORK, MATERNITY LEAVE, ADDITIONAL INFORMATION ON PROTECTION OF EARNINGS AND APPLICATION OF THIS POLICY**

### **Disabled employees covered by the Equality Act 2010 (Reasonable Adjustments)**

TfL's approach to disability equality is one which aims to ensure that disabled people within the workforce or applicants for roles within TfL are appointed on merit.

TfL is committed to ensure that, where appropriate, reasonable adjustments (RAs) form part of the selection process so that disabled people can compete equally with non disabled candidates at the assessment and interview stage of the recruitment process. In addition, TfL will incorporate RAs into employee's working environment where necessary.

In any assessment or selection process which does not involve an interview, but which is based on a person's skills, experience and performance, TfL will endeavour to make sure that disabled employees are not disadvantaged during this process and that the applicants' skills, knowledge and experience and past performance is captured and assessed appropriately.

Whilst employees have the ability to declare they are disabled and notwithstanding that this information may be recorded in SAP, employees who are within scope of a staff reduction exercise are encouraged to inform the lead Human Resources contact of any reasonable adjustments that they may require. A meeting will then be offered to them to ensure their needs are taken into account and RAs are implemented.

TfL aims to ensure that reasonable adjustments are applied at every stage of the recruitment (assessment and selection) process, during employment and to work locations, as appropriate.

### **Employees on a secondment**

Employees on a secondment for under 18 months will be placed in a selection pool based on their substantive post. However, in cases where employees have been on a secondment for 18 months or more and there is no substantive post holder for the seconded role, they will be given the choice of whether they are placed in a selection pool based on their secondment or substantive post.

### **Absent employees**

Where employees are absent from work, (for example on sick leave, maternity leave or a career break), every effort must be made to ensure that they are consulted properly about the proposed changes. They must be kept informed of developments at every stage of the restructuring process. Employees can inform their line manager of how they would prefer to be contacted (e.g. by

telephone, in person or by email) and their line manager should try to accommodate these preferences wherever possible.

Where attendance is required to take part in the assessment and selection process, an employee's personal circumstances will be taken into consideration and special arrangements regarding attendance should be agreed with the employee if necessary (e.g. a telephone interview).

### **Maternity leave, Adoption leave and Additional Paternity Leave**

As required under employment legislation TfL is obliged to offer any suitable alternative vacancy that exists within TfL to any employees on ordinary or additional maternity leave. This means, they will be offered any suitable vacancy before all other colleagues involved in the assessment and selection process (and/or when vacancies arise), even if other employees are better qualified for the position than they are. These arrangements also apply to employees on adoption leave or extended paternity leave.

Suitable alternative employment in these cases will be considered on a case by case basis. However, consideration would be given to whether the work is in a similar specialism and whether the skills knowledge and experience, payband and salary are similar. Whether the work is in the same selection pool would therefore be a strong indicator.

### **Protection of Earnings (PoE)**

In cases where an employee is appointed to suitable alternative employment in a lower pay band but their salary is within the range of that pay band they will retain their current salary for 3 years. During this time they will be eligible for PRP increases. After the three year period the employee will receive the rate for the job and there will be no further protection. If they are paid at a rate above the lower pay band they will be moved to the top of the lower pay band and receive a lower salary. An employee will be moved to the lower salary immediately (and this will become their basic salary), and the difference between this and their earnings immediately prior to this move, will be paid separately for the three-year period. The lump sum payment will be reduced should the employee obtain an increase to their new base salary as a result of PRP. At the end of the three years they would receive the rate for the job at that point in time.

Should an employee be dismissed as a result of redundancy at date after the protection of earnings has started but whilst still receiving earnings protection, their severance pay would be calculated on their last salary prior to protection. This will only apply once within the 3 year period following displacement. In the event that the employee finds or is placed in SAE, with PoE, as a result of a later re-organisation and then face dismissal as a result of redundancy the calculation for the VS payment will no longer be made on the original salary but on the base salary of the current role

### **Application of this policy**

In cases where a staff-reduction may not occur but roles are evaluated and re-graded (for example from payband 3 to payband 2) it may be necessary to consider whether the work is still deemed suitable alternative employment. Although the full policy will not apply in these cases, paragraph 2.7 must be considered.

There may also be a need to alter reporting lines and/or an employee may be required to undertake other responsibilities, which is considered appropriate to their knowledge, skills and experience.

These changes will be achieved through regular and ongoing dialogue between managers and employees and trades union representatives. As part of this process the views of employees and trades union representative will be considered.

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<sup>i</sup> As part of the visibility and transparency of the proposed changes TfL will disclose the names of those affected by the proposals. Whilst trades union representatives may wish to communicate with and seek the views of members and non-members, it also has to be noted that some employees are not trades union members and may not want to be contacted. With this in mind the names are provided on the strict condition that the names are considered as embargoed information and trades union representatives are not permitted send out group emails to affected employees. Should this occur then the names will not be disclosed in any future restructuring/staff reduction exercises. So that employees can contact trades union representatives, if they want to, the names and details (subject to their agreement) of the trades union representatives will be added to the relevant employee communications