



**Agreement between West Dunbartonshire Leisure Trust (WDLT) and West Dunbartonshire Council (WDC) to support suitable employment with an associated employer..**

**1.0 INTRODUCTION**

**1.1** West Dunbartonshire Council (WDC) and West Dunbartonshire Leisure Trust (WDLT) are separate employers and accordingly, there is no legal obligation to redeploy across employers. However, it is also recognised that these organisations are associated in that some decisions made by WDC can have a direct impact on the service provision of WDLT, in so much as WDC determine the management fee provided to WDLT, services within WDC both supply and consider the funding available for particular WDLT projects, managed through management adjustments or budget reviews and WDLT delivers leisure services on behalf of the Council. This has an impact on the service WDLT can provide and has the potential to impact posts within the structure.

**1.2** In cognisance of the above, it is considered a reasonable practice to agree a local process to ensure a fair and consistent approach to exploring suitable employment as associated employers. It is understood that, in the main, this is likely to be supporting displaced WDLT employees to secure potential employment opportunities within WDC. However there is also the potential for WDC employees to be supported into WDLT roles and therefore this is a reciprocal agreement.

**2.0 APPLICATION OF THE PROCESS**

**2.1** The respective SWITCH policies within WDC and WDLT operate under the same framework and both redeployment processes are administered by the WDC HR connect function, with displaced employees supported by Strategic HR. This facilitates an additional joined up approach to circulating suitable roles.

**2.2** Displaced employees will initially be managed in line with their own Organisational Change and SWITCH processes. However when considering redeployment, employees will also be given access to the redeployment opportunities available within the partner organisation to enable other employment possibilities to be considered.

**2.3** It is a requirement of this Agreement that both WDC and WDLT will determine (and exhaust) if there are any suitable redeployment opportunities within their own organisations before exploring suitable roles in the partner organisation. Furthermore, employees will be given priority access to vacant roles within

their substantive organisation i.e. employment to the council will only be offered to a WDLT employee in the event that no displaced WDC employee is available or eligible for the role.

### **3.0 ACCESS TO POSTS**

**3.1** To ensure the redeployment process is not unnecessarily elongated, redeployment opportunities will be circulated to displaced individuals from both WDC and WDLT at the same time. However, employees must be aware of the prioritisation outlined in paragraph 2.3 above.

**3.2** In the event that no displaced employee(s) come forward from either organisation, the post will progress to open market recruitment in the normal way.

### **4.0 OFFER OF SUITABLE EMPLOYMENT**

**4.1** This agreement has a sole purpose of support security of employment if there is an opportunity to do so. As detailed in the introduction, WDC and WDLT are separate employers and as such, there is no statutory obligation to seek alternative employment.

**4.2** If an offer of employment is supported, employment with one organisation will end and a new employment with the partner organisation will commence.

**4.3** Due to the above employees offered alternative employment offers will not be eligible for pay protection. There will be a termination of one contract with one employer and an offer of a new contract with a new employer.

### **5.0 TRIAL PERIODS**

**5.1** To support the transition to the new employer, trial periods will be supported if time scales and budgets allow. During the trial period the employee will remain an employee of the substantive employer and will only be issued with a contract for the new role if the trial period is successful.

**5.2** If the trial period is not successful the employee will return to their substantive role and continue to be managed in line with the appropriate SWITCH and Organisational Change policies

**5.3** Regular meetings will be held between the employee, the relevant managers and strategic HR to monitor progress over the trial period. Employees will be entitled to be accompanied by their trade union representative if desired.

### **6.0 CONTINUOUS SERVICE**

**6.1** Employees from WDC and WDLT are both covered by the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999 and service will be recognised as appropriate, and normal rules regarding any breaks in service will apply.

### **7.0 REDUNDANCY PAYMENTS**

**7.1** In line with the Redundancy Payment (Local Government) (Modification) Order 1999 (as amended) where an employee is under notice of redundancy and they receive and accept an offer of suitable employment , there will be no entitlement to a redundancy payment. This is also the case where the new employment starts within four weeks of the end date of the previous employment .

## **8.0 USE OF THIS AGREEMENT**

**8.1** This agreement is intended to work alongside the SWITCH and Organisational Change policies and is intended to facilitate identification of suitable employment when individuals are displaced and are at risk of losing employment. As detailed in the introduction, this is likely to relate to service redesign, however it may also be used to assist in other instances such as ill health capability.

**8.2** It is not a voluntary mechanism to facilitate training and development for individuals. Discussions about professional development opportunities should be facilitated through the 'Be the Best' conversation, and any internal transfer opportunities, must follow fair and transparent internal or external recruitment processes.

**8.3** This agreement, will only be used while an individual is in employment with WDLT or WDC. Once employment has been terminated the appropriate route for applications will be through normal recruitment processes.

Signed:

Victoria Rogers, Strategic Lead of people and Change

John Anderson, General Manager of Leisure Trust

Trade Union Convenors