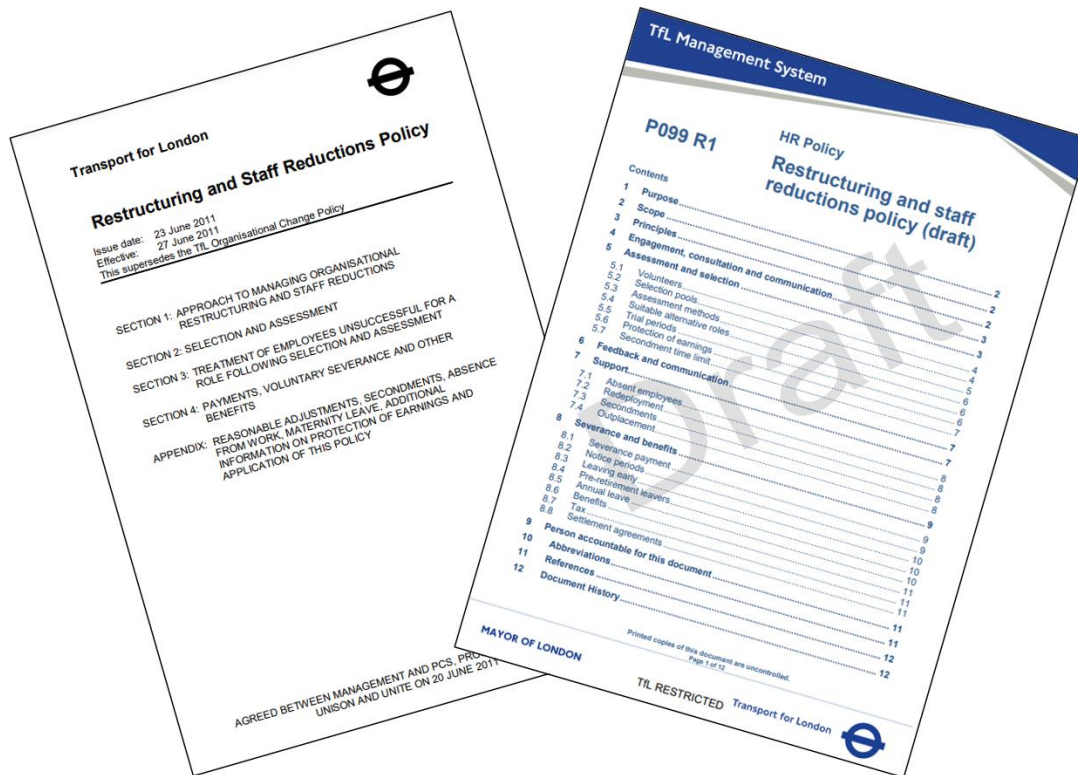


The Key Differences between the Current RSRP and the New Draft RSRP

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Under the New Draft TfL Restructuring & Staff Reductions Policy (RSRP):

1. Collective consultations will only take place where 20+ employees are at risk. **Where fewer than 20 employees are at risk**, TfL will consult directly with the individuals concerned and will **exclude the TUs**.
2. The minimum length of consultations is being reduced from **90 days** down to:
 - **30 days** (20-99 redundancies)
 - **45 days** (100+ redundancies)

3. Under 'Engagement, Consultation & Communication' it simply says:

"TfL will seek to give TU reps/employees sufficiently detailed, clear and good quality information"

But this is too vague. The current RSRP actually lists the info TU reps will receive:

- *Business Case (including the rationale for change / anticipated savings)*
- *Equality Impact Assessment (EqIA) for the proposed changes*
- *Total number of employees employed in the department*
- *Number of employees impacted*
- *Names of all impacted employees*
- *Current and new Organisation Charts*
- *Current and new Job Descriptions*
- *Information on minimising redundancies (including EVS proposals)*

The above list has been removed from the New / Draft RSRP. So who knows what TfL will provide TU reps with if this list is no longer part of the policy.

4. The existing / current RSRP contains the following paragraph:

"When there are team presentations or briefings, TfL will invite the TU reps. Where one-to-one meetings take place, employees may be accompanied by a TU rep/fellow worker"

However, the above paragraph has been removed from the New / Draft RSRP.

So does this mean TU reps will no longer be invited to briefings and can no longer accompany members at one-to-one meetings?

5. Under 'Assessment & Selection' it simply says that:

*"Assessment methods will be **discussed** with the TU reps/employees"*

However, the existing / current RSRP confirms that:

*"TfL will **consult** and endeavour to reach an **agreement** with the TUs on the proposed selection pools and assessment methods to be used"*

Does this mean that, under the New RSRP, there's no intention to 'consult' or reach an 'agreement' with the TUs; only to 'discuss' with us?

6. The New / Draft RSRP says:

*“If the employee at risk of redundancy is disabled or on maternity, adoption or shared parental leave, they **may be** entitled to be prioritised for any suitable alternative position”*

However, the existing / current RSRP confirms that:

*“Displaced employees who are disabled **will be** given priority for roles, and reasonable adjustments **will be** made to enable them to take up the post”*

and

*“As required under employment law, TfL is **obliged to offer** any suitable alternative vacancy to any employees on ordinary or additional maternity leave. These arrangements also apply to employees on adoption leave or shared parental leave”*

It is utterly shameful that TfL is seeking to ‘water-down’ its legal obligations to disabled employees and those on maternity / adoption / parental leave.

7. Under ‘**Outplacement Support**’ it says:

*“Outplacement support will be offered to all displaced employees. **No cash alternative will be paid** if an employee chooses not to access external outplacement support”*

However, under the existing / current RSRP it confirms that:

*“Employees will receive an additional **£1,500.00** if outplacement support is not taken”*

8. Under ‘**Trial Periods**’ it says:

*“An employee who is appointed to a suitable alternative role will be eligible to a 6-week trial period. This trial may be extended by a **further 4 weeks** at the discretion of the business”*

However, under the existing / current RSRP there is **no time limit** re how long the trial can be extended for (i.e. **it doesn’t currently stipulate 4 weeks only**).

9. Under ‘**Protection of Earnings (PoE)**’ it says:

*“Where an employee accepts a suitable alternative role and there is a reduction on salary, the employee will be eligible for **18 months**’ Protection of Earnings (PoE)”*

However, the existing / current RSRP says:

*“Where an employee accepts a suitable alternative role and there is a reduction on salary, the employee will be eligible for **3 years**’ Protection of Earnings (PoE)”*

10. Under ‘**Secondment Time Limits**’ it says:

*“Employees who are displaced and secure a secondment can do so for a **maximum of a total of 18 months** (including any extensions and back-to-back secondments) without losing their eligibility for VS. After this time, the employee will **no longer be automatically eligible for VS** if they do not find a suitable alternative role at the end of the secondment”*

However, the existing / current RSRP has **no time limits** for secondments, and nor is there any clause about **losing eligibility for Voluntary Severance (VS)** at the end of the secondment if the employee doesn’t find a suitable alternative role.

11. Under ‘**Absent Employees**’ it says:

*“Where employees are absent from work e.g. due to maternity leave, shared parental leave, etc. and they are **required** to participate in the assessment and selection process, their personal circumstances will be taken into consideration”*

However, the existing / current RSRP confirms that:

*“Where an employee is on maternity leave etc, they may be asked if they wish to play an active part in the assessment and selection process. However, this will always be **entirely voluntary**, and the employee **will not be required** to play an active part if they do not wish to”*

The above clause about it being ‘entirely voluntary’ and ‘not a requirement’ for those on maternity leave etc. to go through assessment and selection has been removed from the New / Draft RSRP.

12. Under ‘**Settlement Agreements**’ it says:

*“TfL will **make a contribution towards the legal fees** incurred in connection with a settlement agreement”*

However, the existing / current RSRP FAQs confirm that:

*“TfL will **pay the legal fees** incurred in connection with a settlement agreement (up to **£350.00 + VAT**) upon receipt of an Invoice from a Law Society registered Solicitor”*

13. The New / Draft RSRP makes **no reference** to ‘**bumping**’, which means that ‘**bumping**’ is no longer part of the policy.

However, the existing / current RSRP says:

“Bumping occurs when an employee who isn’t in-scope of the change offers to vacate their post, so it can be filled by another employee who is in-scope. The employee who isn’t in-scope and not at risk of redundancy is entitled to apply for VS and will not be subject to redeployment. TfL will consider any requests for bumping. Approvals for bumping are at the discretion of TfL”

14. The New / Draft RSRP makes **no reference** to how ‘**out of scope**’ employees will be treated.

However, the existing / current RSRP confirms that:

*“Where reductions are not required and/or where the work is not interchangeable with other work, employees will be **confirmed in post**. Employees **confirmed in post** are **not required** to go through assessment and selection”*

The New / Draft RSRP makes no reference to employees being ‘confirmed in post’ or ‘out of scope’ in the above circumstances.

15. The existing / current RSRP says:

*“TfL will **disclose the names of all affected employees** to the TU reps. So employees can contact the TU reps, **the names and contact details of the TU reps will be added to all relevant employee comms**”*

The above provisions have been **removed** from the New / Draft RSRP.

16. TfL also plans to withdraw the addendum covering **senior managers (bands 4-5)** which will result in:

- a reduction of around 10% in **voluntary severance payments**
- a reduction of **notice periods** by four weeks
- the removal of **senior manager outplacement support** or a **£5,000 cash alternative**

None of the above changes proposed by TfL will benefit staff.

They are intended to reduce the rights and protections of staff, give greater discretion to managers, and make it easier for staff to be managed out of TfL.

This is a massive attack on TfL employees' rights and is far worse than the agreements in any other public sector organisation, including the GLA.