

APPENDIX ' '

to Agreement dated [date]

REDEPLOYMENT AGREEMENT

(effective from 2 June 1975 as amended and such amendments effective from [date])

- 1 It is recognised that Civil Air Transport is an industry subject to continued change, brought about by technical advancement, market fluctuations and variations and the need constantly to improve working arrangements.
- 2 A characteristic of this constantly changing situation tends to be expansion in some areas whilst contraction may be occurring at the same time in others; the disappearance of certain tasks; the creation of new ones.
- 3 It is also recognised that such changes have considerable impact on the circumstances of individual employees, or groups of employees.
- 4 It will continue to be British Airways policy to minimise disruption to employees through the careful planning and use of manpower and the application of recruitment, selection and training policies in order to avoid unnecessary fluctuations in manpower requirements.
- 5 It is recognised by British Airways and the Trade Unions that, in order to achieve effective use of manpower and avoid uneconomic use of resources in the circumstances detailed above, agreed arrangements should exist for transferring employees from one job to another within the undertaking, (i.e. redeployment of staff). The following arrangements have been agreed to facilitate such transfers and to ensure the minimum of disturbance to individuals who are redeployed.
- 6 Full negotiation will take place through appropriate National Sectional Panels.
- 7 Accordingly when surplus employees are redeployed into different jobs, these may be at different locations and fall within a different National Sectional Panel Agreement. However, in implementing redeployment, account will be taken of personal and domestic circumstances of the individuals, the skills required and the association of occupations within the industry.

- 8 The method of selection of individuals for redeployment would also take into consideration paragraph 7 above, but would generally be based on the principle of "last in/first out" from those grades at the Unit and location where a surplus exists (unless some staff wish to volunteer). This method will vary according to the organisation of the Unit involved and can only be finalised following appropriate consultation as defined in paragraph 6 above. Employees that are identified as surplus following such consultation will retain their basic salary whilst they are in Career Transition.
- 9 It is agreed that employees who become surplus in their job who are redeployed (after suitable retraining where necessary), into different jobs may be at different locations and fall within a different National Sectional Panel Agreement.
- 10 Where employees are redeployed into jobs with a lower basic rate of pay and a lower salary expectation, British Airways undertake to safeguard current salary scale expectation (i.e. incremental progression to the top of the current scale, together with any subsequently negotiated increase), as a "personal grade" when within the same National Sectional Panel Agreement, and as a "personal differential" when under a different National Sectional Panel Agreement.

Those employees redeployed after [date] will have a choice of the following options:

a) For the first year of their redeployment they will receive their existing basic salary (without any increments or annually negotiated increases applicable to their new or old bargaining group). This consists of a pay differential between their current basic salary and the basic salary of the role into which they have been redeployed.

For the next three years of their redeployment, their pay differential will be capped at no more than 33 per cent above the competent/applicable rate for the role into which they have been redeployed as at the date of redeployment without reference to any subsequent increments or annually negotiated increases. Should the competent/applicable catch up to the previous rate capped or otherwise during the four-year period then the individual will benefit from future pay increases.

From the beginning of the fifth year of their redeployment onwards their basic salary will be the same as the competent/applicable rate for the role they have been redeployed into and no further pay differential will be paid. At this point they will move to the competent applicable rate, taking into account any past increments or pay increases that have been applied to that role.

Or:

b) They will be offered a lump sum equal to the sum of pay differentials that they would have been paid in option a) over the four year period.

Upon receipt of this sum, their basic salary will immediately become the competent rate for the role into which they are being redeployed. For the first two years after this their pay will be frozen at this rate. From the third year onwards they will benefit from future pay increases.

If the employee moves back to their original role or a role of a similar type and nature within 24 months of the date on which they commenced the redeployed role, they will be allowed to retain 1/24th (one twenty fourth) of the lump sum for each month that has elapsed since the date on which they commenced the redeployed role, and will be required to repay the balance. This may be deducted from any payment owed to the employee, and if not fully recovered by deduction, must be repaid by the employee.

In all of the options above the competent/applicable rate will be the spinal point on the incremental scale that is nearest to their current basic salary. Where this is between two spinal points, the higher will be used.

Redeployment into or within non-incremental pay grades will be managed on an individual basis, it is expected that the normal pay approach for such grades would resolve any differences in pay. It is not British Airways' intention to personally disadvantage employees redeployed into such grades in terms of pay.

11 It is recognised that in the circumstances of redeployment, it is possible that some individuals may for a period of time (as per Clause 10), receive a higher rate of pay than the group with which they are working. This is accepted by both sides in the interest of maintaining people in employment and will not be cited by the Trade Unions in furtherance of any claim.

12 Employees redeployed within the same National Sectional Panel Agreement will retain, where more favourable, their existing terms and conditions (as laid down in the National Agreement), excepting pay (subject to Clause 10), shift pay (subject to Clause 14), additional payments, allowances, uniforms and rank markings which will be according to the new job. Overtime working will be in accordance with the requirements of the new job. Shift pay will be calculated from the premiums applicable to the shift pattern worked and paid at the rate specified for the grade into which the individual has been redeployed.

13 Employees redeployed into a different National Sectional Panel Agreement will assume the terms and conditions of that Agreement except where they are less favourable for annual leave and minimum periods of notice which will be retained on a personal basis. Where applicable, shift pay and overtime rate will be calculated at the rate appropriate to the grade into which the individual has been redeployed.

14 a) Where a redeployment involves a transfer from shift working to non-shift working, a sum equal to the individual's previous fixed or average weekly shift pay will be paid for six months and a sum of half this amount for the following six months and then cease.

b) Where a redeployment involves a transfer from a job involving permanent shift working to a job where the shifts worked attract a lower premium, a sum equal to the difference between the individual's previous fixed or average weekly shift pay and the shift pay they receive in their new job will be paid for six months and a sum of half this amount for the following six months and then cease.

c) In the cases referred to in Clauses 14 a) and 14 b) where it is necessary to calculate average shift pay (i.e. in respect of shift cycles where varying premiums apply) the calculation will be made over a period which varies with the shift cycle being worked in the grade from which the individual has been redeployed.

d) These arrangements do not apply where employees are redeployed into the Air Cabin Crew National Sectional Panel, when they will immediately adopt the appropriate allowances as soon as they start work on the line.

- e) These arrangements are also subject to the individual being redeployed into a job at the same basic rate of pay. Should the individual receive a higher basic rate of pay as a result of the redeployment, then the sums delineated in 14b) above will be reduced by the differences between the new basic rate of pay and the previous rate of pay.
- 15 Where necessary, British Airways will provide retraining and, during retraining, employees will be paid in accordance with paragraphs 12 to 14 above.
- 16 Where redeployment means a move of location which entails extra travelling cost or a move of house, the appropriate British Airways policy will be applied. Additionally, cases of special hardship will be looked at on their merits.
- 17 a.) Where vacancies subsequently occur in their original job or different jobs of a similar type and nature to that from which individuals have been redeployed, they will be offered and may be required to transfer back into those vacancies on their previous terms & conditions of employment by British Airways without recourse to normal recruitment procedures. This will be conditional on them being able to demonstrate that they have retained the relevant skills for the role (after suitable retraining where necessary). Consultation between Trade Union Officials and Management would determine whether the "offered job was of a similar type and nature" to that from which they had been redeployed.
- b.) Employees who have taken Voluntary Unpaid Leave of Absence will be offered and may be required, by British Airways to transfer back into those vacancies on their existing terms and conditions. This will be conditional on them being able to demonstrate that they have retained the relevant skills for the role.
- 18 If, following consultation, it is agreed that it would be unreasonable to ask the individual to take up their old job or a different job of a similar type and nature to that from which they had been redeployed, they will retain their "personal grade" or "personal differential" (see paragraph 10 above) in the job to which they has been redeployed.
- 19 Where, following consultation, an individual unreasonably refuses to accept a transfer back to their original job or to a job of a similar type and nature to that original job, they will be placed on the rate of pay and full conditions for the job being done.
- 20 Redeployed employees will receive a letter from British Airways setting out the full details of the reasons and of the conditions under which they would then be working and will be asked to sign a copy of the letter to confirm their understanding and acceptance.

- 21 Nothing in this Agreement shall preclude the application of better terms and conditions in respect of staff who are redeployed should future Government legislation so provide