

## The Redeployment Process Agreement

### 1. Parties to the Agreement

- 1.1 The parties to this agreement are British Airways PLC (subsequently referred to as The Company) and UNITE, GMB and BALPA (subsequently referred to as The Trade Unions).

### 2. Scope of the Agreement

- 2.2 This agreement falls under the remit of the BA Forum. It covers all those employees employed by The Company on UK contracts and in respect of whom The Company has existing collective agreements with the Trade Unions in force at the date of this agreement, (including new joiners that are covered by those agreements).
- 2.3 The processes described in this agreement have been put in place by the Company and the Trade Unions in order to create an agreed collective mechanism for how surplus manpower will generally be managed. As such the agreement is not intended to be contractual between the Company and individuals. This agreement operates in conjunction with The Redeployment Agreement (1975) between the Company and the Trade Unions.

### 3. General Principles

- 3.1 British Airways is a responsible Company, which aims to provide stable and secure employment
- 3.2 It is recognised by The Company and The Trade Unions that civil aviation is an industry subject to continued change and intense competition.
- 3.3 It is also acknowledged that any reduction in manpower has a huge and potentially detrimental impact on employees. The Company commits to taking all reasonable measures to safeguard employment, recognising the prevailing circumstances in which it is operating.
- 3.4 Our people are a crucial asset and in order to maintain a successful business their skills and capabilities need to be fully utilised. This will include a positive approach to re-training with active help and support provided by The Company.
- 3.5 The Company will always treat its employees with dignity and respect, recognising that security of employment is of major importance to them.

### 4. Informal Information and Engagement Stage

- 4.1 The Company is committed to transparency and openness with its Trade Unions at the various forums that exist. The Company will share, on a confidential basis, at the earliest opportunity, its visions and strategic goals.

This will include potential changes, which may have an impact on employment. These discussions will take place at the appropriate level e.g. National Officers and Directors or other relevant Trade Union forums.

- 4.2 The Company and the Trade Unions will jointly engage informally to help influence the management of change and will look for imaginative ways to mitigate potential impact on employment.
- 4.3 Information shared during this informal engagement stage may be commercially sensitive and confidential and shall be treated as such.

#### 5. Formal Information and Consultation Stage

- 5.1 Once informal discussions have been completed, if the Company actively considers potential business changes which may impact on employment the formal consultation stage begins.
- 5.2 At this point The Trade Unions will be fully consulted at the appropriate level and any options being discussed will be advised.
- 5.3 Different options to avoid, reduce or mitigate the impact of potential redundancies will be considered and utilised as appropriate.
- 5.4 Only after the options have been considered and a decision reached on the future direction of the relevant part of the business will any legal notice of potential redundancies be given.
- 5.5 As required by The Trade Union and Labour Relations (Consolidation) Act 1992 and /or any prevailing legislation at the time. The Company will commence statutory consultation with the Trade Unions with a view to reaching agreement on ways to avoid, reduce and mitigate redundancies.
- 5.6 The Company may also conduct individual consultation with employees at the same time as carrying out the formal consultation and/or during the individual stage in line with its legal obligations

#### 6. Individual Stage

- 6.1 Once the formal consultation is completed and surplus employees have been identified and notified in writing that they are at risk of redundancy the Individual Stage begins.
- 6.2 Surplus employees shall be automatically registered with the Career Transition Service unless they choose to take Enhanced Voluntary Redundancy, [or Voluntary Unpaid Leave, Voluntary Unpaid Leave of Absence or a Career Break] prior to this.
- 6.3 The time period individuals can spend in the Individual Stage (Career Transition), if they do not find or are matched to alternative employment, is

12 calendar months (including contractual and/ or statutory notice), unless agreed otherwise by the Review Board. Notice will be served as required at an appropriate point during the Individual Stage.

## 7. Voluntary Redundancy

- 7.1 A protocol covering any Voluntary Redundancy and Substitutional Severance terms that may be offered by the Company, will be published to the National Officers of The Trade Unions. Such arrangements are non-contractual and are offered at the absolute discretion of the Company. The Trade Unions will be consulted on the protocol.
- 7.2 It is envisaged that the terms will be available for a defined period of time. The terms may be reviewed and varied following consultation with the Trade Unions.
- 7.3 Any Enhanced Voluntary Redundancy may be offered during the formal stage. It will be offered to those employees who are identified as surplus and at risk of redundancy for a period of at least one calendar month prior to registration with the Career Transition Service.
- 7.4 At the point at which surplus employees are identified they will receive a letter outlining their options and the offer of any Enhanced Voluntary Redundancy. From the point they receive the letter they will have a minimum of one calendar month (breathing space) to accept the offer prior to registration with the Career Transition Service.
- 7.5 Upon being entered into the Career Transition Service any Enhanced Voluntary Redundancy will no longer be available to surplus employees. For the first 6-month period on Career Transition any Standard Voluntary Redundancy terms will be available. For the next 6-month period on Career Transition Standard Voluntary Redundancy will generally be available but on a reduced basis.

## 8. Career Transition

- 8.1 A Career Transition Service will be managed by The Company supported by appropriate external consultancy where necessary for surplus employees.
- 8.2 Unless otherwise required by law to give preference to other candidates, all job vacancies in the first instance will be made available to surplus employees registered with the Career Transition Service, for whom such roles are reasonable alternative employment. Surplus employees will be considered, undergo matching and where appropriate be interviewed, for such job vacancies that they have applied for. As such, in order to look for and secure reasonable alternative employment, surplus employees will have a period of 12 months on Career Transition unless otherwise agreed by the Review Board. This means that surplus employees will be expected to apply for vacancies or may be matched to vacancies by the Company.

- 8.3 In circumstances in which there are multiple identical vacancies of a greater number than there are suitable surplus employees, the job may be advertised in parallel.
- 8.4 If the job remains unfilled, it will be advertised Company wide in accordance with The Company's recruitment and selection policy in place at the time.
- 8.5 Where surplus employees secure a job on a secondment basis, their timeline on Career Transition will be suspended until the secondment ends.
- 8.6 Departments undergoing restructuring are not expected to give prior consideration to surplus employees from other departments whilst their own restructuring is in progress.
- 8.7 BA will support individuals, with appropriate training where necessary and reasonable to facilitate redeployment.

#### 9. Reasonable Alternative Employment

- 9.1 The Trade Unions acknowledge that employees may be redeployed into different jobs, which may be at different locations and fall within different National Sectional Panel/Bargaining Group agreements. However, in implementing redeployment account will be taken of an individual's skill set, the skills required, their personal and domestic circumstances, the business needs and the similarity of jobs within the industry.

#### 10. Definition of Reasonable Alternative Employment

- 10.1 There is an onus on both the Company and surplus employees to be reasonable in terms of their assessment of the suitability of an offer of alternative employment.

#### 11. Refusal of Reasonable Alternative Employment

- 11.1 Where an offer of reasonable alternative employment is made and unreasonably refused by a surplus employee, their employment will be terminated on terms appropriate for the relevant stage of Career Transition or with notice (or the remainder of notice if already served) and Statutory Redundancy Pay if this is higher.

#### 12. Trial Periods

- 12.1 It is possible to offer a role to a surplus employee on a trial basis for a period of up to 3 months. Clear objectives for the trial period will be set out in writing. After the trial period there will be a joint review between the Company and the employee. If the role is suitable the employee will be confirmed in post. Where there is a difference of opinion regarding suitability, the final decision rests with the Company.

- 12.2 In the event that either side wishes to end the trial period, there will be a meeting between the individual, the line manager and Career Transition. The arrangements and reasons for ending the trial period will be set out, in writing. The employee shall be given the choice to be placed back on Career Transition or be offered Voluntary Redundancy on the terms applicable to them at the time taking into account the amount of time they have already spent in Career Transition at the time of commencing the trial period.
- 12.3 If they choose not to take Voluntary Redundancy the time spent on the trial period will not count toward the time period on Career Transition.

### 13. Substitutional Severance

- 13.1 Substitutional severance may be adopted as a means of mitigation for the relevant department from the start of the formal consultation process.
- 13.2 Where available, individual substitutional severance may be an option for individuals throughout the Career Transition period. Opportunities that arise for substitutional severance will be registered through the appropriate line manager with the Career Transition Service.
- 13.3 Where a surplus exists (and with due consideration for the retention of skills that are key and performance that is essential for the Company), requests for voluntary redundancy or substitutional severance which have been made in accordance with the published arrangements will not be unreasonably refused.
- 13.4 Standard Voluntary Redundancy will be used for Substitutional Severance.

### 14. Options during the Individual Stage

- 14.1 During the Career Transition period surplus employees may at any time chose to take Voluntary Redundancy, Career Break, or Voluntary Unpaid Leave of Absence.

### 15. Career Break

- 15.1 Career Break will be an option made available to individuals throughout the informal, formal and individual stages. Career Break is as defined in the Employment Guide at the time.

### 16. Voluntary Unpaid Leave of Absence (VULA)

- 16.1 Voluntary Unpaid Leave of Absence will normally be offered throughout the informal, formal and individual stages on terms to be specified by the Company. The maximum period of VULA available will be four years with mutual agreement, giving due regard to the retention of relevant skills.

- 16.2 During this period employees will not be paid and they will not receive any benefits other than discretionary staff travel. When they return to BA they will benefit from continuity of service for benefits other than pensions. Such employees will remain in their pension schemes but will not accrue pensionable service.
- 16.3 During the period of VULA the Company will not unreasonably refuse permission for that individual to take up alternative employment with another employer, subject to this not being prejudicial to the Company's interest and not bringing the Company into disrepute.
- 16.4 On returning from VULA if the individual's role exists they will be offered the role on the terms and conditions outlined in writing at the point at which the employee accepted VULA. This will be conditional on them being able to demonstrate that they have retained the relevant skills for the role. If the role no longer exists they will be treated in the same way as any other surplus employee taking into account the period of time they have already spent on Career Transition when they commenced VULA and in accordance with the process in place at that time. The options available to the individual at the point of return from VULA will be outlined in writing at the point at which the employee accepted VULA.
- 16.5 They will need to confirm in writing that they do not hold any outside employment and if they do hold outside employment will need to seek permission for the continuance of such outside employment. This is to prevent individuals from taking any Voluntary Redundancy payment from the Company whilst having substantive alternative employment outside the Company.
- 16.6 If they do hold alternative employment or decide not to return they will be asked to resign or their employment will be terminated with any notice period and statutory redundancy Pay that is owed to them. If they are entitled to notice the notice will be unpaid in these circumstances.
- 16.7 Employees wishing to take VULA will have to sign up to the terms which will reflect the above.
- 16.8 If none of these options are taken by the end of the 12 month period on Career Transition their employment will be terminated for reason of redundancy and they will receive the Voluntary Redundancy at terms applicable at the time.

## 17. Redress

- 17.1 Should an employee feel that the decision to dismiss them for redundancy is unfair they will be able to make their representations to the Review Board, which will decide whether the dismissal was fair. Trade Union representation for the employee will be permitted if requested.

## 18. The Review Board:

- 18.1 The responsibility for this group sits with the Director of People, Legal and GIA.
- 18.2 Constitution:  
Director of People, Legal and GIA, Head of Employee Relations and one Senior General Manager and one management representative from the Redeployment Monitoring group.
- 18.3 From the Trade Unions' side the Forum Officers and one Trade Union representative from the Redeployment Monitoring Group.
- 18.4 Terms of Reference:
- a) To ensure the career transition process is followed and that all reasonable steps are taken to redeploy surplus individuals.
  - b) To determine whether the career transition process has been applied correctly and exhausted.
  - c) In circumstances where the process has been incorrectly followed or in cases where there are extenuating circumstances the individual will re-enter the Career Transition process.
  - d) This group will meet every six months or more frequently if required.
  - e) The group may decide that it is appropriate for a sub group or manager to determine certain issues within the groups remit.
  - f) In the event that consensus cannot be reached the final decision will rest with the Director of People, Legal and GIA.

## 19. Redeployment Monitoring Group:

- 19.1 The responsibility for this group sits with the Head of Employee Relations.
- 19.2 Constitution:  
Representative from the ER team, Representative from Career Transition Service, an operational and non-operational manager and a management side secretary. A representative from each of the unions and either the Chair or Secretary of the staff side of EPC.
- 19.3 Terms of Reference:
- a) To ensure the career transition process is followed and that all reasonable steps are taken to redeploy surplus individuals.
  - b) To identify opportunities for redeployed employees to return to their original role/grade or a role/grade of a similar type when available.
  - c) The group will meet quarterly or more frequently if required.
  - d) The group may determine that a subgroup can determine certain issues within its remit.

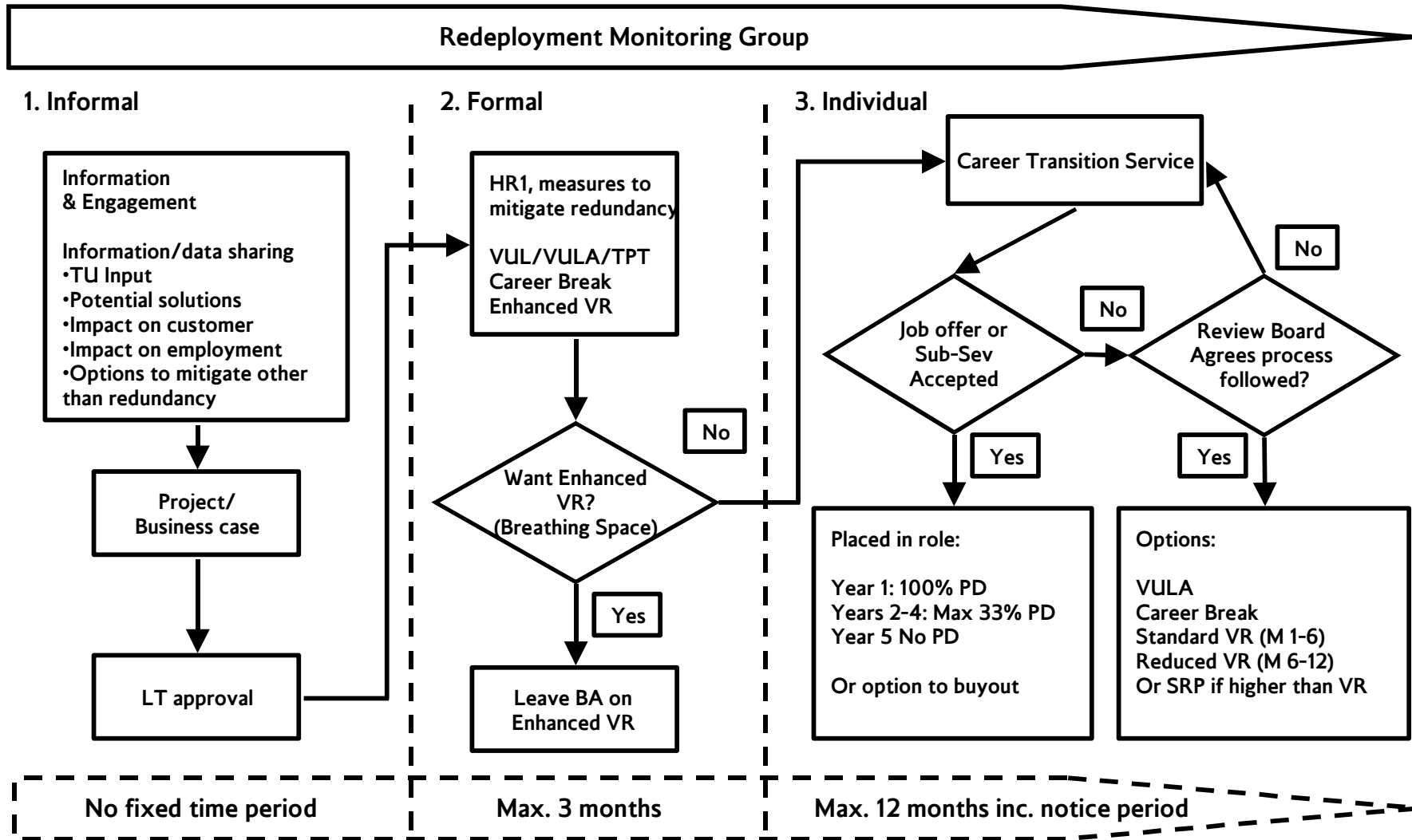
19.4 It is acknowledged by both parties that the Terms of Reference for both the Redeployment Monitoring Group and the Review Board may need to be jointly reviewed every 12 months.

#### 20. Termination & Alteration of this agreement

20.1 The processes described in this Agreement are intended to continue to be applied on an on-going basis until the expiry of 6 months notice given in writing by either party to the other of the intention to terminate the agreement.



# Appendix A- surplus & redeployment process



**Glossary:** VUL(A) = Voluntary Unpaid Leave, (of Absence), TPT = Temporary Part Time, M = Months, Sub-Sev = Substitutional Severance, PD = Pay Differential, VR = Voluntary Redundancy, SRP = Statutory Redundancy Pay