



# DISRUPTION TO OPERATION (PROTECTION OF EMPLOYMENT)

(Doc No: GT/DO/10.1)

---

<b>Default Review Period</b>	5 Years
<b>Next Review Due</b>	08/11/2019
<b>Specialist Review Requirements</b>	As Required
<b>Document Number</b>	CIMS/GT/DO/10.1
<b>Document Version</b>	Version 1.1
<b>Retention Period</b>	3 Years
<b>Security Status</b>	COMPANY CONFIDENTIAL

---

## Document Approvals

<b>Author</b>	<b>HR Manager</b>	<b>08/11/2010</b>
<b>Process Owner</b>	<b>HR Manager</b>	<b>08/11/2010</b>

**AMENDMENTS**

Issue	Date	Description	Prepared & Checked By	Checked by	Approved By (As applicable)	
					MSM	Operations Director
V1.1	03/10/16	Policy reviewed and responsibilities added as section 0.4	J Dennis	S Horne		

## **0.1 - TABLE OF CONTENTS**

<b>Section No.</b>	<b>Section Title</b>	<b>Page No</b>
0.1	Table of Contents	3
0.2	Scope and Objectives	3
0.3	Document Change and Control	4
0.4	Responsibilities	4
	<b>Procedure</b>	
1.0	Day 1 of disruption	5
1.1	Identify the impact on specific departments	5
1.2	Cessation of payment of non-essential hours	5
1.3	Encouragement of absence from work	5
1.4	Reasonable alternative duties and training	6
1.5	Meeting to discuss days 2 and 3	6
2.0	Day 2 of disruption	6
2.1	Further encouragement of absence from work	6
3.0	Day 3 of disruption	7
3.1	Voluntary short time/lay off	7
3.2	Emergency meeting of recognised Unions and Staff Representatives called	7
3.3	Involuntary lay off	7
4.0	Longer term disruption (four weeks or more)	8
Appendix 1	Lay off terms	9

## **0.2 - SCOPE AND OBJECTIVES**

Exeter & Devon Airport Limited (EDAL) is committed to putting people first and taking steps to protect ongoing employment even in the face of severe disruption to the operation. **This procedure is designed to ensure that, in the instance of severe disruption, every possible step is taken to protect employment.**

There are many definitions of 'severe disruption'. It may include a number of scenarios, but it would constitute a prolonged (**more than three days**) period and result in extreme impact on aeronautical and non-aeronautical income of the airport company which would be forecast to continue for some time. Such events may include volcanic ash cloud disruption, very extreme acts of terrorism, war, severe weather, extensive equipment failure, severe aircraft accident which closes the runway, prolonged utility strike. This list is not exhaustive.

If the disruption is sporadic, this procedure is deemed to be implemented anew for each period of disruption, except where such application would be at the detriment to the continued feasibility of the organisation.

The aim of this policy is always to prevent detriment to employees wherever possible. A staged approach will be taken which will consider first actions of least impact on individuals.

### **0.3 – DOCUMENT CHANGE AND CONTROL**

Exeter Airport Limited undertakes all document changes and controls in line with the Document Management Governance Document CIMS/GT/01 which describes how all users prepare, reviews and issues procedural documentation that forms part of the Airport's CIMS (integrated management system).

### **0.4 - RESPONSIBILITIES**

Directors and Managers are responsible for ensuring that this policy is implemented fairly throughout their Department and for seeking advice from the HR Manager where necessary.

The HR Manager is responsible for providing guidance and support to Directors/Managers on disciplinary issues, for preparing all letters in conjunction with the Director/Manager and for advising the Managing Director when any disciplinary action may result in a dismissal. Ideally the HR department should be consulted before action is taken.

## **PROCEDURES**

### **1.0 Day one of disruption**

In line with airport standard emergency procedures, the Crisis Management Team (CMT) will meet and make a decision to implement this policy. They will communicate to Management, Staff Representatives and recognised Unions that the procedure is about to be implemented and that an emergency meeting for midday of day 3 may be required.

#### **1.1 Identify the impact on specific departments**

Managers will conduct an impact analysis on the effect of the disruption to their department including the management of that department using a standard form which will be supplied. They will consider such issues as safety, security, customer service, finances etc, make a rating of the impact of the disruption on the department (high, medium or low) and email the relevant director to indicate the classification (H,M,L) and brief reasons for it. The Director will confirm this to the CMT members. The CMT will communicate this and the reasons for the classification to the management, staff and union representatives (both employees and full-time officials).

#### **1.2 Cessation of payment of non-essential hours**

All Department Managers (regardless of the impact on the department) will then take immediate action to minimise the cost impact to the company. The following actions will be taken giving notice to affected individuals for the next working day as a minimum:

- Cancel overtime and additional hours
- Cancel working hours of those with Zero hours/Ad hoc/Casual agreements.
- Cancel contracts with agencies for paid workers (ensuring no breach of contract between agency and EDAL).
- Cease to make new offers of employment. Existing offers made will be accommodated but new starters may be asked to defer their start dates and will be written to confirming this.

#### **1.3 Encouragement of absence from work**

Managers of Departments considered to be of H or M impact will then encourage staff to take paid or unpaid leave on a voluntary basis.

- For unpaid leave staff should be notified of the option to have the deductions made over a period of months. Voluntary unpaid leave is to be agreed verbally with the individual and then accurately communicated to the HR department for payroll processing using the monthly timesheet.
- Paid leave should be authorised via an Annual Leave Request Form and recorded on monthly timesheets in the usual way. Ideally annual leave should be limited so that staff take time which they have accrued so far in the leave year. This will be less feasible near the beginning of the year, so it is recommended that there is not too much 'over-reliance' on a few individuals but rather the leave is spread around the staff group. Annual leave authorised should not exceed the hours equivalent to that which is required to be given in

notice by an individual should they resign (usually one month). This limits the risk of overpayment should an individual resign. If this does happen follow the usual process of completing a Manager's Checklist and any overpayment will be recouped via the usual procedure instigated by HR and Finance.

Staff not willing to take leave should be encouraged to voluntarily 'bank' hours. Again managers need to take care not to allow too many hours to 'bank' for any one individual to avoid the risk of overpayment listed in the point above. Accurate records of the hours banked should be kept so that these may be 'paid back' later in the year. The monthly timesheet could be used for this. If it is, it should be clearly annotated to indicate no change to pay. It is recommended that these hours are paid back over a maximum period of 12 months

#### **1.4 Reasonable alternative duties and training**

Staff remaining on site will be required to undertake a variety of jobs that would not necessarily form part of their usual role, for example cleaning, decorating, assisting in other departments which are deemed of L impact.

Alternatively the time could be used to catch up on non-essential training and development. Continual discussion is required about the human resource available to complete these tasks and it is suggested that this is done daily at the CMT meetings.

#### **1.5 Meeting to discuss days 2 and 3**

At the end of day one a meeting with staff representatives, management and union representatives (both employees and full-time officials) will be convened to discuss the disruption and the course of action for day two and day three.

### **2.0 Day 2 of disruption**

#### **2.1 Further encouragement of absence from work**

Managers of Departments considered to be of H or M impact will then:

- Offer 25% more annual leave than that which is taken. For example, if someone is absent for 8 hours only 6 hours is deducted from their annual leave balance.

This offer is conditional on the individual agreeing to attend work at short notice (within 2 hours) during this time if required. Staff are required to stay in the locality of the airport, remain contactable by telephone and be willing and able to work as normal at short notice. Annual leave request forms and timesheets should be annotated to distinguish this type of leave from usual 'plain rate' leave.

- Implement involuntary leave. If at the end of day 2 when all voluntary absence has been exhausted, there is still an excess of resource available, the CMT will consider the application of involuntary paid leave by the afternoon of day 5.

If it is decided that this course of action is necessary managers will be informed. Managers must give notice which is equivalent to twice the period of the leave to be taken. The maximum amount of leave which can be imposed upon an individual is equivalent to that which has already been accrued in the holiday year to date. It is suggested that this is done in writing using a standard letter produced from HR. Records of this need to be maintained in the usual way so that accurate timesheets and records of annual leave can be maintained.

This stage will be implemented if it is appropriate to the disruption scenario, for example, when the period of the disruption is confirmed to be of significant length. Where there is no such confirmation it may be omitted.

### **3.0 Day 3 of disruption**

#### **3.1 Voluntary short time/lay off**

In the morning of day 3, managers of departments considered to be of H or M impact will call a meeting of their staff and ask for volunteers for:

- Temporary 'half time' working (accompanied by half pay), or
- Lay off – accompanied by payment as detailed in appendix 1.

#### **3.2 Emergency meeting called**

At midday of day 3 the CMT will convene an emergency meeting to be attended by the Departmental Managers, Staff Representatives and recognised Unions. At this meeting the following will be discussed where possible:

- The nature of the disruption
- The financial impact of the disruption to the organisation
- The action taken to date to protect ongoing employment
- The predicted length of the disruption based on the information provided by agencies etc
- Any other potential actions that can be taken which will be of low impact on the staff but will protect ongoing employment
- The nature of the likely impact of the disruption on staff going forward.

The meeting attendees would sign up to taking measures that both protect employment and enable the ongoing ability of the airport company to meet its financial obligations. This may include involuntary lay off.

#### **3.3 Involuntary lay off**

The terms of the lay-off are illustrated in appendix 1. How this will be applied will depend on many issues such as the nature of the disruption and which staff and managers are affected. This may include consideration of length of service or skill levels.

If lay off is considered to be a suitable next step to protect ongoing employment, staff will be notified in the afternoon of day 3 that it is applicable from day 4. At

this point, the nature of its implementation and to whom it will be applied will be communicated.

Lay off is only applicable for a maximum of four weeks before a redundancy situation is deemed to apply. The provision of lay-off would be reviewed weekly.

#### **4.0 Longer term disruption (four weeks or more)**

If after all of the above actions taken, there is still risk to the ongoing protection of employment, a further meeting with Management, Staff Representatives and recognised Unions will be convened to consider longer term actions as in the case of any other redundancy situation.



**APPENDIX 1 – LAY OFF TERMS****1.1**

In the event of severe disruption to our business or any diminution in its requirements for work of the kind you are employed to do, (and after exhausting sections 1.0 to 3.1 of the procedure), we reserve the right to:

**1.1.1**

require you to take annual holiday entitlement to coincide with any such period of disruption (after exhaustion of section 1.0 – 2.0 of the procedure)

**1.1.2**

lay you off without pay to a maximum of four weeks; and/or

**1.2**

Where it becomes necessary to enforce the provisions of clause 1.1.1 above, we will comply with the legal position from time to time in respect of statutory guarantee payments. \*

**1.3**

As much notice as is reasonably practical will be given for either of the situations in clause 1.1