



## **Joint update from Unison and Bidvest Noonan on the Transformation of Security Services at UCL on 13 July 2023**

Since the launch of the Transformation of Security Services at UCL on 6 June 2023 we have been working with UNISON under the collective agreement in place.

UNISON have made proposals regarding pay protection, protecting shift patterns for staff working on Mon – Fri patterns and maintaining hours of work.

UNISON and Bidvest Noonan have agreed to principles covering pay protection and maintaining hours which will protect these for staff who wish to maintain these in the new structure. UNISON retains outstanding questions about the impact on a very small number of staff working a Mon-Fri shift pattern. Bidvest Noonan and UNISON will continue to work with a view to securing acceptable outcomes for these staff.

All areas of the proposal have been reviewed and we have now settled on the following outcomes:

### **Launch date**

We are going to launch with the new structure on 1<sup>st</sup> September 2023, the below sets out the key steps and agreements.

The launch will include the new Zone's, job positions and associated shift patterns.

### **Collective Consultation**

Whilst conversations with UNISON will be ongoing, as part of the collective agreement in place, we will formally close the Collective Consultation period on Friday 14 July 2023.

### **Voluntary Resignations**

We have received 35 applications to date.

We are releasing colleagues in stages, first group leaving on 14 July 2023, second group end of July and then third group will be from middle of August onwards – final dates to be confirmed by 14 July 2023.

### **Mapping to roles**

Based on the proposal, we have identified opportunities for all existing colleagues (excluding scheduling) to remain working on the UCL Security Services contract for Bidvest Noonan.

We will be notifying all colleagues via email from Friday 14 July 2023 of their proposed mapped position. This will mean that you are no longer classed at risk of redundancy.



**Question: What happens if I turn down a role which I've been mapped in to?**

*Answer: We will review your working arrangements including hours and pay versus the proposed mapped position. If we believe the role is a suitable alternative, in that it would be seen as a reasonable role for you to undertake, then you would be confirmed as no longer being at risk of redundancy and your employment would continue as normal.*

**Question: Can I discuss my proposed mapped position?**

*Answer: Yes, we will undertake individual consultations with colleagues who wish to discuss and explore their mapped position further. These will take place from 17 July onwards.*

*You have the right to be accompanied by either a work colleague or trade union representative.*

**Scheduling team**

We have made a revision to the original proposal, we will have the following:

1 permanent scheduler working Monday to Friday (5 days per week / 50 hours per week)

1 temporary scheduler working Friday to Monday (4 days per week / 48 hours per week) - this role is temporary anticipated to last for 3 months to assist with the transition and management of additional hours.

We will continue the consultation with the 3 schedulers to explore this proposal further and they will remain at risk of redundancy.

**Campus Experience Officer**

This role has been formally Graded at 4. Please find attached Job Description.

**Senior Campus Experience Officer**

This role has been formally Grade at 5. Please find attached Job Description.

**Confirmed Job Grades and associated pay rates**

Position	Grade	Pay Rate
Campus Experience Officer Bench Campus Experience Officer	4	£13.87 to £14.64
Senior Campus Experience Officer Control Room Officer	5	£14.89 to £16.60



Receptionist & Administrator		
Scheduler	6	£16.99 to £19.73

### Mapping into Senior Campus Officer roles

As part of the Consultation process, we have considered representations including how we limit the impact on colleagues who are impacted by the de-layering of the structure by the removal of all the Supervisory, Team Leader and associated Deputy positions.

To minimise the impact the Senior Campus Officer role will be offered to those colleagues who currently sit in the Supervisory, Team Leader and associated Deputy positions. Where there is competition amongst this pool of colleagues, we will undertake the Selection matrix process – see below.

### Ring fence of job grades

Where colleagues are moving from a Grade 6 to Grade 5 position, it's been agreed that the colleagues pay rate will be "Red Circled".

What this means in practice is that those colleagues impacted will have their pay rate maintained. This will be in place until such time as their pay rate falls into the appropriate pay Grade i.e. when the current pay rate falls in-line with a Grade 5 pay rate.

Please note anyone moving voluntarily from a higher Grade position to a lower Grade position would not be covered by the "Red Circle" approach.

In addition, those colleagues who currently at a Grade 6 who move in to a Grade 4 position would not be covered by the "Red Circle" approach.

There will be no loss in pay rate for colleagues who experience a drop in their graded position from 6 to 5.

Please note, there will be no increases applied to the pay rate - i.e. the annual increases, until such time the pay rate falls in-line with a Grade 5 pay rate.

### Maintaining hours of work

Where colleagues have been mapped to a position on less contracted hours which they currently work – for example a colleague who works 60 hours Monday to Friday position currently and is mapped to a 4 on 4 off position which is on average 42 hours per week - we believe that there are sufficient additional hours to be made available to those colleagues. Bidvest Noonan undertakes to offer such hours to affected staff in accordance with the principles outlined in the next section,

At present, Bidvest Noonan believes that it will be possible to accommodate the provision of sufficient hours to affected colleagues (further information below). Any future proposals which



would materially change this arrangement or affect the ability of Bidvest Noonan to maintain pre-Transformation hours of work for affected staff (such as a reduction in hours allocated to the contract) would be subject to full collective consultation with UNISON.

### **Offering of additional shifts and hours**

The offering of additional hours of work are non-contractual and therefore optional, all colleagues can decline.

Additional hours are paid at your normal hourly pay rate. However, should you cover the hours or shift of a colleague employed at a higher Grade, then the higher pay rate will apply (see further information below).

To assist those colleagues who experienced a loss in contracted hours as part of the Security Services Transformation of June 2023, we have introduced the following Pools in terms of the offering of additional hours in terms of priority:

Pool 1 – those colleagues who had a decrease in contracted between 8 to 18 hours per week. These would be classed as tier 1, they may need 3 to 6 additional shifts (12 hours per shift) offering every month. These colleagues will be the highest priority for the offer of additional hours and will be offered additional hours first.

Pool 2 – those colleagues who had a decrease in contracted 7 and below hours per week. These would be classed as tier 2, they may only need 1 to 2 additional shifts (12 hours per shift) offering every month. These colleagues will be the 2<sup>nd</sup> highest priority for the offer of additional hours and will be offered additional hours second.

Pool 3 – Where additional shifts and hours haven't been accepted by colleagues in Pool 1 and 2, these will be offered to all other colleagues.

### **How will the offer of additional shifts and hours work?**

For planned absence, such as covering a colleague for holiday, we anticipate that in the majority of occasions we can plan 1 week in advance and offer shifts with advance notice.

For unplanned absence, such as covering a colleague for sickness or carers leave, we anticipate that in the majority of occasions we are likely only going to be able to offer same day notice in terms of offering you the additional shift and hours to work.

### **What's realistically available in terms of additional shifts and hours?**

For a contract the size of UCL, in excess of 200 colleagues, we envisage that purely from the view of covering annual leave there will be on average 10 colleagues on annual leave at any one time.

If we work on the basis that these colleagues work 4 on 4 off, average 42 hours per week, this equates to:



- 42 shifts of 12 hours available each week
- 420 hours available for colleagues to work.

We therefore believe there is sufficient additional shifts and hours for all colleagues to consider working, the vast majority would be with advance warning of at least 1 week.

### **What happens if I turn down additional shifts and hours?**

The offer of additional shifts and hours for you to work, is just that - an offer, you reserve the right to decline this request.

### **What happens with my holiday pay?**

We will adopt the Average Holiday Pay calculation to establish your holiday pay, which will include using all hours worked in the previous 52 weeks. This means that if you regularly work beyond your contracted hours then you will be paid annual leave at an increased rate to reflect your usual working pattern.

This ensures you receive holiday pay based on the hours you work.

Where colleagues are working additional days on a regular basis for example:

Colleague A – works 4 on 4 off but is working an additional day every week, i.e. 5 days a week, we will recalculate their annual leave entitlement to reflect the accrual of additional annual leave.

### **Pay rate applicable for additional hours worked**

You will be paid the appropriate pay rate/grade for the role you are undertaking.

For example: You are Campus Experience Officer on Grade 4, but you are stepping up to cover a Senior Campus Experience Officer on Grade 5, you will be assigned to the 1<sup>st</sup> point on Grade 5.

### **Selection criteria**

We have discussed and agreed the selection criteria, however as it stands this approach would only be adopted where there is competition for roles.

Below is the Agreed Criteria. Please note that the Areas highlighted in Green which are the following 5 criteria will be the main criteria used.

- Attendance (Sickness) - Any absence that relates to a disability would be discounted for the purposes of selection
- Discipline



- Punctuality – Lateness
- Dress code in line with policy
- Timegate booking on compliance

In the event of a tie of scores, then the following additional criteria will be relied upon:

- Length of Service
- Overall Assessment of Security Officer (Knowledge, Capability and Professionalism)

Assessment Criteria	Evidence to be referred to	Period to be checked	Areas to be considered	Contentious areas	1	2	3	4	5
Attendance - sickness	Timegate	Last 12 month period	Any absence that relates to a disability would be discounted for the purposes of selection	No - as long as consider Disability related	4+ days and/or 4+ occurrences of absence in last 12 months	3 days and 1 occurrence or 3 days over maximum 3 occurrences	2 days and 1 occurrence or 2 days and 2 occurrences of absence in last 12 months	1 day and 1 occurrence of absence in last 12 months	Clean record - no absences in last 12 months
Discipline	HR record	Last 12 month period	Record of Conversations that are in dispute - say where client has been engaged with. We reserve the opportunity to discount ROC's, where challenged by colleague	No	Final Written Warning or 4+ Letters of Concern / Record of Conversations	Written Warning or 3 Letters of Concern / Record of Conversations	Verbal Warning / Performance Improvement Plan or 2 Letters of Concern / Record of Conversations	1 Letter of Concern / Record of Conversation	Clean record - no issues
Punctuality - lateness	Timegate / Tracker for genuine lateness	Since February 2023	Issues with booking on, where colleagues have had to call LSC - we have a tracker on genuine lateness	No	Regularly late - 4+ times occasions of late in a month	3 times late recorded in a month	2 times of occasions of late in a month	1 time of occasion of late in a month	Clean record - no issues
Dress code in line with policy	HR record and/or Staff Assessments	Since January 2023	Staff Assessments could be used, however need at least one Staff Assessment for all colleagues	Yes - as need to establish whether all colleagues have had staff assessments	Regularly fails to wear uniform to required standard	Occasional examples where multiple breaches of standards - i.e. no tie and not appropriate shoes	Occasional examples where uniform hasn't been worn to required standard - i.e. not wearing tie	Occasional examples where uniform hasn't been worn to required standard - i.e. not wearing tie	Always wears uniform to the required standard
Timegate booking on compliance	Timegate	Since February 2023	For Booking on only	No	0+ occasions of non-compliance	5 occasions of non-compliance	3-4 occasions of non-compliance	1-2 occasions of non-compliance	Always books on/off via the App or Automated telephone line
Length of Service	HR record			Introduced by UNISON - for fire break situation only This will be the case where all colleagues have had staff assessments and what visibility from DSM. Use as a possible reserve until if required, where scores are tied, and open up to managers. Union to come back about potential bias and whether fair and reasonable.	0-2 years	3-4 years	5-6 years	7-8 years	9 years +
Overall Assessment of colleague by Manager (Knowledge, Capability and Professionalism)	Assessment by Management team of the employee, this is their interpretation based on interactions, feedback, whether any complaints, knowledge of the UCL campus.	Since January 2023	Assessments undertaken by the relevant DSM, Mike Broadhurst and Dominic Woodley		Below expectations - has a number of areas of development and not currently meeting the required standard	Significant Development required - room for improvement in all areas	Meets expectations, good across all areas, a few development areas	Very good in all areas - 1/2 development areas	Exceeds all expectations - excellent in all areas, role model

## Contracts of Employment

A high number of colleagues on the UCL contract have been employed for a number of years, and during this period of time there have been a number of Transfers of Undertakings Protection of Employment (TUPE) from one employer to another, to take us to today, where your employment sits with Bidvest Noonan.

Under TUPE there is no requirement for the transferor (the Security provider who is leaving the UCL contract) to provide the original contract of employment, as they are only required to provide what's called Employee Liability Information – which is a spreadsheet summarising employees key employment terms and conditions of employment.

Where your role is identified at risk of redundancy, should you successfully be appointed to a new position you will assume the new terms and conditions of employment applicable to that role, under a Bidvest Noonan contract of employment combined with the parity of pay and benefits as outlined by UCL.

Bidvest Noonan will consult UNISON on the template of the contracts, prior to these being issued.

Areas covered under Parity:

- **Pay** – nationally negotiated pay grades and spine points



- **Pensions** – enhanced pension scheme of Employer contribution level at 21% - subject to qualifying service.
- **Absence leave** – family related, including carers leave, bereavement.
- **Annual leave**, bank holiday and closure days
- **Sick Pay** – Depending on length of service, up-to 6 months full and up-to 6 months half pay.

Service	Full Pay	Half Pay
During first 3 months service	2 weeks	2 weeks
3 months service or more but less than 12 months service	9 weeks	9 weeks
12 months service or more but less than 3 years service	13 weeks	13 weeks
3 years service but less than 4 years service	22 weeks	22 weeks

#### Closure days %

Working pattern	%
1 day per week	20%
2 days per week	40%
3 days per week	60%
4 days per week	80%
5 days per week	100%
4 on 4 off shift pattern	70%

We have identified that for the vast majority of colleagues there is no adverse impact for colleagues to be issued to a Bidvest Noonan contract of employment.

There are however 5 colleagues who have identified who have additional terms which includes areas such as:

- Buddy Cover - this is to cover the annual leave days for their assigned buddy
- Attendance Allowance
- Overtime
- Bank Holiday

We will schedule individual consultations with these colleagues to discuss further.



### **Outstanding areas**

Residency positions - we have received a request to review this role and associated job grade, this will be discussed with the current postholders to explore further, however we do not believe at this time, this impacts the wider Transformation, hence we will deal with this situation separately.

Scheduling – Consultation process will be ongoing.

### **Blue Coat uniforms**

An online form will be circulated for you to request new uniform.

### **Next steps / additional questions**

We will be scheduling Group sessions on Friday 14 July and Monday 17 July to take you through this document.

You're welcome to come and visit us at Foster Court or drop an email to:

[HR-UCL@bidvestnoonan.com](mailto:HR-UCL@bidvestnoonan.com)

Both Bidvest Noonan and UNISON would like to thank you for your professionalism during this time, we recognise that this period has been unsettling.

On behalf of UNISON

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