

ORGANISATIONAL CHANGE PROCEDURE

PROCEDURE REFERENCE NUMBER	HRPG1a
VERSION NUMBER	1.3
KEY CHANGES FROM PREVIOUS VERSION	Further 3 month Covid extension (F&P)
AUTHOR	██████████ Associate Director of Human Resources
CONSULTATION GROUPS	Joint Policy Sub group Interim Partnership Committee
IMPLEMENTATION DATE	April 2017
AMENDMENT DATE(S)	June 18 – minor correction; Feb 21
LAST REVIEW DATE	Not applicable
NEXT REVIEW DATE	April 2020 October 2020 April October 2021
APPROVAL BY	Interim Board of Directors
RATIFICATION BY	Not applicable
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PROCEDURE SUMMARY	
<p>This document sets out the Trust's approach to the management of organisational change and the procedures that should be followed by managers wishing to implement significant work place change. It sets out the overall framework, along with the principles and processes that need to be considered and applied by managers, as well detailing the steps by which organisational change should be managed. This procedure will also need to be read in conjunction with the Trust's Organisational Change Policy.</p>	
The Trust monitors the implementation of and compliance with this procedure in the following ways:	
<p>This policy is subject to monitoring and review as set out in the Organisational Change Policy and through review and agreement with the Trust's Partnership Committee.</p>	

Services	Applicable	Comments
Trustwide	✓	

**The Director responsible for monitoring and reviewing this procedure is the
Director of People & Culture**

ESSEX PARTNERSHIP UNIVERSITY NHS FOUNDATION TRUST

ORGANISATIONAL CHANGE – PROCEDURE

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ESSEX PARTNERSHIP UNIVERSITY NHS FOUNDATION TRUST

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ASSURANCE STATEMENT

Essex Partnership University NHS Foundation Trust (the Trust) seeks to promote fair, reasonable and consistent practices and aims to manage Organisational Change programmes as efficiently and effectively as possible.

As set out in the Trust's Organisational Change Policy it is committed to following best practice in its approach to its organisational change management programmes.

This procedure has been developed by the Trust and agreed with Staff and Trades Union representatives recognised by the Trust to manage organisational change in circumstances where transformation and efficiencies to services is necessary and where this affects the Trust's workforce.

The Trust values the skills, knowledge and experience of its workforce and aims to maintain security of employment for Trust staff, and that any necessary changes are managed with as minimal disruption as possible to staff and to services when any change to the organisational structure is considered.

This procedure has been developed based on ACAS guidance, employment legislation and the case law that shapes it, as well as best practice and the Organisation's own agreed values and behaviours.

1 INTRODUCTION

- 1.1 The purpose of this document is to set out the Trust's approach to the management of organisational change and the procedures that should be followed by managers wishing to implement significant work place change.
- 1.2 It sets out the overall framework, along with the principles and processes that need to be considered and applied by managers, as well detailing the steps by which organisational change should be managed.
- 1.3 The procedure will need to be followed where it has been identified that changes may impact on staff substantively employed by the Trust.
- 1.4 The procedure does not apply to workers such as bank or agency workers, locums, volunteers or contractors although it is expected that workers affected by these changes should as a matter of good practice, be made aware of the proposals.
- 1.5 When considering any work force changes, Managers must notify and involve HR so that any proposals can be discussed, and that the procedure can be appropriately applied and correctly followed.
- 1.6 This procedure will also need to be read in conjunction with the Trust's Organisational Change Policy.

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- 1.7 Employees may seek advice from their manager, HR and/or a recognised Trade Union representative at any point within this procedure.
- 1.8 Appendix 1 gives an illustrative overview, summarising the key steps of the change management process that are followed, steps that are described in more detail in the following sections.

2. CONSULTATION

2.1 Purpose

The purpose of consultation is to enable staff and recognised Trade Unions representatives to have a meaningful and active contribution to the decision making process.

Consultation will be with a view to reaching agreement on the way forward although there will be times when organisational change will need to proceed without a consensus being reached on all issues.

Where it is considered that a ward/team or service may need restructuring and/or for reductions in staffing, the appropriate manager will undertake consultation with those potentially affected by the proposal. This consultation will involve the relevant Manager(s) and recognised Trade Unions, as well as Human Resources (HR) and affected staff. The purpose of the consultation process is to consult on:-

- The reasons for the proposed change, the potential changes to existing work practices and/or posts, and staff affected by these changes.
- The process by which the changes will be effected and the period of time over which these changes will occur.
- The scope for Trust-wide actions to minimise/mitigate the effects of any redundancy programme – see 2.2 below.
- Where redundancy has been identified as likely, the numbers and descriptions of employees it is proposed to dismiss as redundant, the way in which employees will be selected for redundancy and how the dismissals are to be carried out.

2.2 Minimising the Impact of Change and Potential Redundancies

Before proposing any potential reduction in staff numbers or redundancies, the Trust will investigate measures to contain the impact of change on staffing levels. The scope of these will vary with the scale of the change proposed and will be consulted on. The measures might include:-

- Fully exploring appropriate reductions in non-pay expenditure;
- Freezing recruitment in the staff group(s) affected or other service areas identified;
- Reviewing/Reducing/eliminating overtime and the use of agency, bank and locum staff, and contractors;
- Retraining of staff to equip/develop skills needed for new roles;
- Reviewing the employment of staff on fixed term contracts, as there may

be a need to cease such contracts should a need for the reduction in staff occur;

- Investigating scope for redeployment elsewhere within the Trust or other NHS organisations as an alternative to placing staff at risk;
- Internal ring fencing and recruitment;
- Considering the option of offering programmes of either early retirement and/or voluntary redundancy where appropriate and seeking expressions of interest;
- Considering the use of transferred redundancies ('bumping') where this is in the interest of the service

2.3 Minimising Compulsory Redundancies

The organisation will take all appropriate measures to avoid compulsory redundancies where possible and will consider alternative options such as the following:-

'Bumping'

Transferred redundancies also known as 'Bumping', is the process where an employee whose job is not redundant is dismissed with redundancy, enabling an employee whose role was proposed as redundant in the consultation to move into the vacant post. An option such as this may be considered where it would suit the service and the employee (s) involved.

Under this process, an employee whose role is not proposed for redundancy can express an interest in exploring the option of redundancy. This will only be suitable if the person expressing an interest can be dismissed on the grounds of redundancy and their role would have been made redundant can be transferred into that role.

The Trust will consider and determine the appropriateness of 'bumping'. If it is to be considered as part of a consultation then this will be stated in the consultation document, with the process and limitations detailed. The Trust will take into consideration the role differences and not just the employee differences when considering its appropriateness.

Voluntary Early Retirement or Voluntary Redundancy

In some situations of organisational change the Trust may wish to invite volunteers for either voluntary early retirement or voluntary redundancy. It is likely that only staff 'at risk of change' would be asked for an expression of interest. All interest would be without prejudice.

The Trust will say within the consultation paper whether requests from volunteers for redundancy and/or early retirement would be accepted.

Individual requests will be assessed against the cost, and the skills and abilities that are crucial to the optimum balance of the remaining team and service delivery.

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Applications will be subject to the approval of the relevant Executive Director and the Trust will reserve the right to refuse applications from those staff where it considers it appropriate to do so.

3. THE CONSULTATION PROCEDURE

- 3.1 Prior to the commencement of the consultation the appropriate manager leading the consultation must ensure that they have considered all the information above and have prepared a written consultation paper setting out all the detail and timescales.

Where there are changes to job roles, this will also need to have included the review and evaluation of job profiles (job descriptions and specifications) as per the agreed formal job evaluation procedure.

There is a Template consultation document available for managers to use. The template sets out an outline of the 'high level' information requirements as minimum content of the consultation document that will be shared with and consulted on with staff and recognised Trade Unions. As a template, managers will be expected to provide the necessary detail to ensure that consultation is meaningful.

Where the proposed organisational change is likely to have a financial or wider service/quality related impact on services, approval from the Executive team will normally be required. Where this occurs the relevant manager will be responsible for using the consultation paper as a basis for a business case to the Executive team.

Individual Executive Director approval will be required in all other cases.

Once approval for the business case has been gained, Trust staff side members will be provided with copies of any consultation documents, and staff directly affected by the changes will be written to and provided with a copy of the consultation paper. At this time staff will be advised that they are 'at risk of change' or in exceptional circumstances where it is clear that services or roles will no longer exist, that they are 'at risk of redundancy.'

Meeting(s) will be arranged as appropriate with the staff directly affected and their recognised Trades Union representative(s). The meetings will provide staff with information and an early opportunity for consultation between staff and their representatives in order to explore issues. This will include clarification of staff affected by changes or considered to be potentially at risk of redundancy.

As part of the consultation document employees and recognised Trade Unions may be provided with a format to provide written feedback and response.

All written and verbal feedback and comments provided during group and individual meetings will be acknowledged and responded to on conclusion of the consultation period, within a reasonable period of time. This will include details of the slotting, ring-fencing and selection process and criteria.

3.2 Consultation Time Periods

In all cases the Trust will allow sufficient time for meaningful consultation with staff and recognised Trade Union representatives, a minimum suggested period for consultation would be four weeks.

In exceptional circumstances where changes need to be made very quickly, the recognised Trade Unions will be briefed and the verbal briefing will be followed by a written brief.

Where redundancies occur as a result of the proposals for organisational change consultation will continue for a period of no less than the statutory time scales:

- Where 20-99 redundancies are proposed consultation should commence at least 30 days before the first redundancy takes place.
- Where 100 or more redundancies are proposed the consultation should commence at least 45 days before the first redundancy takes place.

Recognised Trade Unions and staff may request additional information or an extension of time if it is necessary to enable them to understand and contribute to an informed discussion on the merits of the proposal. Such requests will not unreasonably be refused where it cannot be accommodated, a reason will be given.

Where there are less than 20 redundancies proposed, there is no legal notification required although it is Trust policy to consult with all affected employees at the earliest opportunity.

Whether there is a statutory duty or not, it is for practical purposes almost always essential for employers to consult with, and give advance warning to, individual(s) who may be made redundant and to their recognised Trade Union representative, where applicable.

3.3 Redundancy Notification Requirements and Approval

Where it has been identified that there is a potential redundancy situation as a result of the proposed changes i.e. where a new structure shows there is a requirement for less people than posts, or a contract for a service provision has been terminated, then there is a statutory requirement to notify the Secretary of State for business, innovation and skills (BIS) in advance where such redundancies are proposed.

The notification must be in writing using an HR 1 form and must be made in accordance with timescales set out in 3.2 above.

There is no legal notification required where there are less than 20 proposed redundancies.

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The Executive Director of Corporate Governance and Strategy will be responsible for ensuring that Trust provides the appropriate notification to Secretary of State for business, innovation and skills (BIS).

Any redundancy or redundancy programme will require the approval of the Executive Director within which service area the redundancy is planned, in addition to the Executive Director of Finance and Senior HR lead.

Any public announcement of any potential redundancy programme should only be after staff have been informed, and where the appropriate approval has been gained.

3.4 Meetings

During the consultation period a minimum of one group meeting will be held at which all staff potentially affected by the proposed changes will be offered the opportunity to meet with managers and an HR Adviser, recognised Trade Union representatives will also be invited to attend.

The purpose of this meeting will be to provide an opportunity to discuss the proposals, ask questions and/or seek clarity or support on any aspect of the changes identified.

In addition to any group meeting(s), members of staff will be offered the opportunity to meet on an individual basis with a manager, HR Adviser representative and, if requested, recognised Trades Union representative or current work colleague.

The purpose of consultative meetings within the process will be to:

- seek out and address any queries or concerns any individuals may have regarding the proposals
- determine their personal circumstances with regard to ability to travel, hours available to work etc.
- discuss their future wishes regarding continued employment or otherwise
- determine and/or discuss their range of skills, experience and qualifications should alternative employment be required.
- inform individuals of the range of support available to them which may include advice on writing a CV, preparing for a selection interview, the resources available through NHS Jobs and, if appropriate, how to contact other Trusts and other suitable employers.

3.5 Support

A wide range of support and assistance is available to staff throughout their employment with the Trust, and this is especially so during a time of organisational change where additional support may also become available. Further information in relation to the support, advice and counselling available to staff is set out in later in Section 25.

4. IMPLEMENTATION

4.1 On conclusion of the consultation period with staff affected by change, staff will be written to and advised of the outcome and the next steps of the process that will be followed.

This will include confirmation of the arrangements for slotting and 'ring-fencing' as part of the selection and appointment process, any interview and assessment arrangements and the criteria that will be used.

4.2 Managers will therefore need to determine and be able to justify these decisions. The following sections provide further guidance in respect of:

- 'Ring fencing' - the pool of staff in each ring fence
- Preferences – seeking an indication from those affected staff of preferred job choice based on the ring-fence
- Slotting arrangements - based on the ring-fence and 'preferences' the eligibility to be slotted

5. THE RING-FENCING PROCESS

5.1 Each tier of post from the top down should be dealt with separately and staff within that tier "ring fenced" before proceeding to the next level.

5.2 The "ring fence" pool will need to include **all** Trust employees who are "at risk" of change or redundancy.

5.3 Where there are Trust wide posts that need to be filled, the process should be across all geographic localities.

5.4 Individual employees will be notified in writing of their ring fence, where they will be 'slotted in' they will be advised they need not make an application for these posts.

5.5 Individual employees not 'slotted in' will be notified in writing which posts they may be considered for through the ring-fence exercise and their preferences will be sought.

5.6 Agreement as to which posts will be determined by a comparison of job profiles and person specifications of the old and new posts.

5.7 The ring-fence will need to include all staff affected by the restructuring or who are at risk of change or redundancy within other service areas who meet the essential criteria of the post/ vacancy.

5.8 Where an employee is ring fenced to more than one post, the employee's match to identified posts will be assessed through one selection process, wherever possible.

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- 5.9 Where employees are “at risk” of change or redundancy meet the essential criteria that has been agreed for a post they will be automatically offered an interview.

Where a member of staff who is “at risk” of change or redundancy is not offered a post for which they have been ring fenced the appointing manager must keep a record of the selection criteria and seek advice from their local HR service before any offer of employment is made.

Evidence will need to be provided that includes an assessment of opportunities for training and that consideration has been given to any recommended adjustments made in accordance with the Equality Act.

- 5.10 Employees cannot apply for posts where post holders are already “slotted in” unless the post becomes available at a later stage.

6. SEEKING PREFERENCES

- 6.1 The preferences of staff for jobs in the revised structure should be obtained using the ‘Declaration of Preferences’ pro forma attached as appendix 4 which will incorporate a statement from the employee as to why the preferences have been chosen.

Staff may also be asked at this time to indicate any preference for consideration regarding voluntary redundancy or early retirement. Staff may also be asked to indicate a preference for promotion where this has been identified as available within the structure. Promotion opportunities will be subject to a formal selection process.

- 6.2 The aim is to seek a “best fit” and minimum disruption to service provision and in determining the placement of staff, staff will have to be matched against the essential criteria identified for the post and comparison of job profiles of the old and new posts.

- 6.3 Where two or more employees employed in the same area and ring- fence express preference for the same post and the post is “directly comparable” then decisions in such appointments will need to be made by the manager, taking into consideration new and future service needs, and the agreed selection criteria.

In this situation appointment to this post may be through competitive interview or through job matching where this is agreed as appropriate (see section 7.3).

- 6.4 Where an employee fails to register an interest in any of the identified posts within the new structure, the Trust may itself identify and rank suitable vacancies.

- 6.5 In considering appointments to other posts priority consideration will be given to staff who are not able to be ‘slotted in’, except where this would amount to promotion in which case such appointments will be through a formal

selection process which may be competitive.

- 6.6 All posts in a particular ring-fence which remain vacant after “slotting in” appointments have been made will normally be advertised initially in the Trust. If it is clear that certain categories of posts cannot be filled through this process then they may be advertised externally.

7. APPOINTING TO POSTS

7.1 Slotting

Slotting can only occur where a post, in a new or existing structure, is:

- Fundamentally the same as the existing post and
- Where there is just one employee for the job,

In confirming that there is just one employee for the job, consideration must be given to **all** Trust employees who are “at risk” of change or redundancy.

Where staff can automatically be “slotted in” they will be advised that they need not make an application for these posts. Where this occurs there will be a developmental based interview which will include a review of the individual’s performance appraisal and resetting of objectives within the new role.

7.2 Determining Comparability of Posts When Considering Slotting

For slotting- in to take place, the post has to be fundamentally the same except for a variation in working method or balance of skill or slight change in the level of responsibility.

There is no laid down percentage for this, it is a matter of judgement by the manager as to whether the post is fundamentally the same.

To help in making an assessment on comparability between the existing and the new posts the following factors should be considered:-

- Whether the overall purpose and scope of the job is fundamentally the same;
- The extent to which any changes in duties and responsibilities are significant;
- Whether the nature of the work involved demands similar skills, qualifications and experience;
- The degree to which there is any difference in pay bands.

Where an individual cannot meet a new essential qualification, requirement or competence and training is not practicable then ‘slotting in’ will not take place.

7.3 Job Matching

This is where an assessment is made on the comparability between an existing and a new post and staff most closely matching the person specification, being appointed to the post(s) in the new structure.

Staff may be matched and slotted-in without the need for a competitive interview where these are considered comparable in terms of job content and numbers of posts available and there is no risk of redundancy.

Matching is on the basis that the candidate meets the essential requirements/ qualifications/competence of the new post and subject to there being an equivalent number of posts to people affected by the change and in the same ring fence.

Any such appointments will be made in line with the Trust's 'Assessment Framework for staff matching panels' as agreed with its local Trades Union representatives.

7.4 Competition

Where the structure is:

- a different structure with different jobs (which may include pay bands) or
- where a reduction in the number of jobs in the new structure means that there is more than one employee for the job

In these circumstances a competitive process will need to apply using agreed selection criteria and a 'ring-fence' exercise to identify the pool of eligible applicants.

8. SELECTION CRITERIA

- 8.1 The criteria used to select those employees who will be displaced from their current post and potentially be made redundant will be objective, transparent and fair and based on the skills and qualities required to meet the Organisations existing and anticipated business needs.

The selection criteria must have been outlined and agreed as part of the consultation proposals and must be stated prior to staff making preference/ applying for posts or for suitable alternative employment. Essential criteria is likely to include:

- Knowledge and expertise
- Competencies
- Range of experience
- Qualifications
- Attendance and performance record

- 8.2 The Trust will use objective selection criteria based on skills or qualifications assessed against the current skill mix of the service and what will be required

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going forward. This assists in retaining a balanced workforce appropriate to the future needs of the Trust. Formal qualifications and advanced skills will be considered but not in isolation. It may be appropriate for other aptitudes to be taken into account.

- 8.3 The standard of work performance or aptitude for work of those selected is an important consideration. Any assessment of this will normally be through documents and not based on verbal conversations. There should be objective evidence to support selection on this basis e.g. by reference to the Trust's appraisal system.
- 8.4 When attendance or disciplinary records are used as a basis for redundancy selection, it will be necessary to ensure that they are accurate and that they have been assessed over a reasonable time period.
- 8.5 Before selecting on the basis of attendance it is important to know the reasons for and extent of any absence. This is particularly important when considering sickness absence. Due consideration will be given to the duration of the spells of sickness e.g. whether continuous longer term sickness or where of a more intermittent nature.

Absence relating to pregnancy, other maternity, paternity and adoption related leave/parental leave, and to an employee's disability will be discounted when using attendance as a selection criteria.

- 8.6 For the purposes of ensuring fairness, consistency and objectivity, the Trust will ensure that multiple individuals will be involved in the drawing up of selection criteria.

The drawing up of selection criteria is not sufficient to guarantee fair and reasonable selection. Whilst the criteria may satisfy the test of objectivity, the selection will be unfair if it is carelessly or mistakenly applied. The Trust will therefore need to show when selecting a particular employee that it applied the selection criteria objectively.

When applying the criteria and assessing the employees the assessments must be recorded and the documents kept to evidence the reasons for decisions made.

An employee dismissed for reasons of redundancy will be found to have been unfairly dismissed if he or she was unfairly selected for redundancy. Typical unfair reasons would include:

- participation in trade union activities, the membership or non-membership of a trade union and in respect of trade union recognition or de-recognition
- the taking action on health and safety grounds as a designated or recognised health and safety representative
- for asserting statutory employment right i.e. maternity related grounds; for exercising or seeking to exercise the right to be accompanied disciplinary or grievance hearing, or for requesting flexible working arrangements

- whistleblowing

Redundancy dismissal may also be found to be discriminatory if regarding a protected characteristic under the Equality Act.

9. “AT RISK” OF REDUNDANCY

- 9.1 On completion of the appointment process, should any employee not acquire a post in the new structure they will be deemed to be displaced. Employees will be considered to be “at risk of redundancy” and notified accordingly, any notification will include an invitation to meet to discuss the implications (see further in 11.1).
- 9.2 Those employees informed in writing that they are formally “at risk of redundancy”, will only usually be issued with their formal notice period of the termination of their employment on grounds of redundancy, once all other avenues in relation to redeployment have been exhausted. This is unless it has been necessary to issue notice earlier due to the timescales involved.
- 9.3 Where those formally “at risk of redundancy” have not opted for early or voluntary retirement, or where this is not deemed by the Trust to be a viable option, the Trust will work with the individual to find suitable alternative employment using criteria outlined below in paragraph 9.7. Employees will then be subject to redeployment.
- 9.4 Staff who are formally ‘at risk of redundancy’ within the organisation will be given priority in securing alternative employment. Once confirmed in writing that the individual is ‘at risk of redundancy’ HR will contact them to ensure that they are registered with NHS jobs. Once this has happened, HR will place a ‘flag’ on their NHS jobs account so that any job applications they may make within the NHS, will be highlighted to that employer that they are ‘at risk’.
- 9.5 The Trust will identify vacancies which may be suitable for at risk staff, such employees will be guaranteed an interview in the event of there being competition for available vacancies.
- 9.6 No posts will be advertised on NHS jobs until the Trust is satisfied that there is no-one suitable within the Trust that can be matched to the post. Should it come to light that a post is being advertised by the Trust, that is considered ‘suitable alternative employment’ to an individual who is ‘at risk of redundancy’, the manager will be advised and the post will be withdrawn from NHS Jobs.
- 9.7 The Trust will consider the following factors when assessing whether a position would be appropriate a suitable alternative employment.
- Pay - staff who are redeployed under this policy and procedure are entitled to pay protection. Further details of which are set out in section xx
 - location/base

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- hours of work
- status
- type of work in duties
- employers capability/skills (and whether training would be required)
- personal circumstances (e.g. caring responsibilities)

10. REDUNDANCY DURING MATERNITY LEAVE

- 10.1 Staff who are pregnant, on adoption leave as the primary carer or on maternity leave/shared parental leave will be consulted in line with the processes stated within this policy and procedure.
- 10.2 An employee's rights regarding maternity pay are determined at the 15th week prior to the Expected Week of Confinement (EWC). Therefore an employee made redundant after this date will retain their entitlement to statutory maternity pay.
- 10.3 If a redundancy situation arises whilst a staff member is on maternity leave they will retain the right to be treated the same as though they were not on leave. They may therefore also be placed 'at risk' of change or 'at risk' of redundancy.
- 10.4 If an employee is unable to return to the original role due to being 'at risk' as part of organisational change then they will be offered suitable alternative employment. This will be in preference to any other employee similarly affected by being 'at risk' of change or redundancy, or in preference to an individual seeking suitable alternative employment as an alternative to a health-related dismissal.

This is provided that the employee on maternity leave meets the role requirements regarding the essential criteria on the person specification. They should not be offered terms and conditions that are substantially less favourable than those in the previous contract, paying due account to the fact that pay protection provisions apply.

11. APPOINTMENT TO SUITABLE ALTERNATIVE EMPLOYMENT

- 11.1 The member of staff will meet with the manager and a member of Human Resources to be advised of their eligibility for redundancy together with any statutory and contractual rights of notice. Staff may be accompanied at this meeting by a Trade Union representative or current work colleague if they choose to do so.
- 11.2 At this meeting, the employee will be advised of the period over which a continued search for alternative employment within the Trust will take place and the date on which their contract will end if the search does not meet with success, and their right of appeal.

This period will normally be the same as the employee's contractual notice period, i.e. between 1 – 3 calendar months, although in exceptional circumstances agreement may be reached to extend this period. The job

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search will include positions that may be available within other NHS organisations.

- 11.3 The employee will be asked to identify what they consider as being “suitable alternative employment” and what skills, knowledge and experience they consider they have to offer.

A template ‘Alternative Work Questionnaire’ is attached which employees may be asked to complete so that this information can be recorded - Appendix 4. The manager will write confirming receipt of this information and the next agreed steps, following the meeting.

- 11.4 Any suitable alternative work identified will be judged in light of the employee’s qualifications and ability to perform the duties. It may not necessarily be the same pay band, nor be the exact same pay as salary protection alone will make the post suitable.

In all circumstances, the Trust will always give due consideration on a case by case basis, to the individual’s personal circumstances in relation to the proposed alternative post. Please refer to section 18 for pay protection in relation to travel expenses.

- 11.5 There is a statutory obligation on the employee to seek alternative employment however the manager, with the support of HR, will share responsibility with the individual in assisting them in their search for suitable alternative employment both within, and outside of the Trust, as necessary.

This job search will continue until the expiry of the individual’s period of notice and will include registration with NHS Jobs as previously outlined in section 9.4.

- 11.6 Once a post has been identified as suitable alternative employment, Human Resources should be consulted.

HR will advise on steps that should be taken at each stage of the appointment process, and selection will take place through a mechanism that allows an assessment of the individual against the job description and person specification of the relevant post.

- 11.7 Whether by reason of redundancy, organisational change or for health reasons, staff formally advised that their continued employment with the Trust is ‘at risk’ will be given preferential treatment when looking to secure their employment with the Trust.

It is recognised that ‘at risk’ staff should not need to compete for a post where it is one that is deemed to be within their ability, and therefore subject to their assessment against the job description and person specification, such staff will be given preference in the form of a protected, priority interview.

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- 11.8 During the interview an assessment of opportunities for re-training, development and new learning will need to be undertaken, it needs to be borne in mind that there will be the opportunity for a 'trial' period for any additional assessment of competence to be undertaken.
- 11.9 This will only apply where the post is at the same band, or lower. Where the post would be considered to be a promotion, assessment and selection by way of a competitive process will continue to apply. A competitive process may also need to apply in circumstances where 2 or more 'at risk' staff apply for a post.
- 11.10 Where a member of staff who is "at risk" of change or redundancy is not offered a post for which they have been ring fenced the appointing manager must keep a record of the selection criteria and seek advice from HR before any offer of employment is made.
- Evidence will need to be provided that includes an assessment of opportunities for training and that consideration has been given to any recommended adjustments made in accordance with the Equality Act.
- 11.11 All documentation in relation to this procedure will be kept by the manager and will be made available to the individual and the staff representative if required.
- 11.12 There may be a need to assess development requirements of an individual as part of this process.

12. TRIAL PERIODS

- 12.1 When a position has been assessed as being suitable alternative employment an offer should be made to the employee. The offer should be communicated in writing and include the following details:
- The role including the job title and who it reports to
 - the location of the new job
 - the hours of work
 - remuneration and any associated pay protection
 - the date of commencement
 - that there will be 4 week trial period and when the review would occur
 - a copy of the job description
- 12.2 Where suitable alternative employment is offered and accepted an individual under notice of redundancy has as a statutory right to a trial period of 4 weeks.

Staff redeployed into a post considered as suitable alternative employment, will therefore be offered a trial period in the new post. This is an opportunity for both the employee and the new manager to assess whether the position is suitable and therefore whether the redeployment will be considered a permanent change.

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- 12.3 Although the statutory right to a trial period is for a period of four weeks, in certain circumstances this may be extended where both parties are in mutual agreement.

Where such an extension is agreed at the end of the four-week trial period this must be confirmed in writing by the manager and the reasons behind it stated.

- 12.4 In some cases the individual may need training before they can make a fully effective contribution in the new role. The Employment Rights Act 1996 places an obligation to retrain staff where required in circumstances of redeployment.

Each case in this category will be considered on an individual basis and should be subject to a test of reasonableness of costs involved and both the Trust's and the individual's potential to benefit.

A trial period longer than this may be appropriate for retraining or other such reason but advice and guidance must be sought from HR prior to consideration

- 12.5 The trial period will start at the end of the old contract and will normally run for four weeks (or by mutual agreement) after the individual has started work in the new post.

- 12.6 During a trial period it will be the responsibility of both the employer and the employee to discuss openly and frankly any difficulties arising in the job and keep a written record of progress for the personal file.

- 12.7 The employee may make representations during the trial period that the post is unsuitable, should this occur it must be in writing to the manager. If the Trust agrees, a redundancy payment will be made on the same basis as if no trial period had been undertaken. i.e. the payment is calculated as if the last day of service was before the trial period, or the last day of service in the trial period if later.

If, however, the Trust believes that the alternative employment is suitable, no redundancy payment will be made as the employee will be considered to have forfeited their right to receive such a payment.

- 12.8 Should the manager terminate the trial period because the employee is unsuitable for the position, a meeting to discuss the employee's performance should take place prior to any decision. Should this occur the employee will be considered to be dismissed with effect from the end of their formal notice period or the last day of service in the trial period if later.

The reason for the termination of the trial period will be given in writing and the employee will receive the redundancy payment. Staff may choose to be represented at such a meeting by a recognised Trade Union representative or current work colleague.

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- 12.9 If the employee works beyond the end of the four-week trial period without request of a review then any redundancy payment will be lost the employee will be deemed to have accepted the suitable alternative employment.
- 12.10 If at the end of the four-week trial period the employee demonstrates that the position is not suitable alternative employment then they will be placed on the redeployment register until the notice period regarding their 'at risk of redundancy' ceases. During this time they will be eligible to apply for Trust, NHS and other external positions. They will also be eligible for reasonable time off to attend for interviews.

13. SUPERNUMERARY

- 13.1 Where an individual is displaced and there are strong grounds for expecting that a suitable vacancy is likely to be available in the near future the individual can be held in a supernumerary position for a period of up to 8 weeks. This will be reviewed on a 4 week basis.
- 13.2 During this period staff may be given project work or other appropriate work. If there is no post available at the end of the 8 week period they may need to be confirmed as redundant unless there is a mutual agreement to extend the supernumerary period. This may be for no longer than a further 4 weeks, so 12 weeks in total.

14. PROTECTION ARRANGEMENTS

Scope and Application

- 14.1 Protection arrangements will apply to any employee with the Trust who, as a consequence of organisational change, is required by management to move to a new post, or suffers a reduction in basic hours of work within the standard working week. Any entitlement to pay protection is dependent on Trust rather than NHS service.
- 14.2 Pay protection provisions, will apply where the alternative employment is of a lower band but is considered by the Trust, to be suitable alternative employment.
- 14.3 Where an employee applies for and is appointed to, a lower banded post which is not considered by the Trust to be suitable alternative employment, there will be no protection of salary.
- 14.4 In general, the Trust will not consider the pay protection arrangements to apply to changes where the differential is greater than a move to one pay band below their existing post. It reserves the right to cap the overall pay protection arrangements at £6500 above the new substantive band if the difference in the protected increment and the substantive increment or other pay protection arrangements that apply, is greater than this.

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- 14.5 Protection may also occur where an individual's 'earnings' within a role identified as suitable alternative employment may not always meet or exceed the earnings of the current post throughout the period of the period of protection.
- 14.6 Each subsequent change of post due to organisational change covered by this policy shall attract protection in its own right. Any subsequent voluntary move by the employee will terminate the protection period.
- 14.7 Periods of pay protection arrangements for employees who were employed by either SEPT and NEP and transferred via TUPE into EPUT on 1st April 2017, differ from those set out in section 15.

The pay protection arrangements applicable for those employees who transferred from these predecessor organisations are as detailed in the Addendum to this procedure (see page 32).

These pay protection arrangements will cease to apply to these staff where staff subsequently voluntarily apply for and accept a change in job role/position post 1st April 2017. In these cases the pay protection arrangements as set out in section 15 below will apply.

Definitions of Pay

- 14.8 **Basic wage or salary (long term protection applies):** the weekly or monthly sum due in respect of basic hours of work within the standard working week, as it existed on the day immediately preceding the first day of employment in the new post but excluding all other payments.
- 14.9 **Earnings(short term protection applies):** the basic salary plus any remuneration in respect of shift work and other additional earnings as defined in the following list:
- High Cost Area Payments
 - On call or unsocial hours payments* (*based on the average calculation of the preceding 13 week period).
 - Recruitment and retention premia
 - Incentive bonus scheme payments

15. LENGTH OF PROTECTION OF BASIC WAGE OR SALARY

15.1 Long Term Protection

This will apply where an employee is moved from one post to another and is placed onto a lower pay band as a result of the move. The employee will be entitled to full protection of basic wage or salary for the period in paragraph 15.2 expires or

- The employee is appointed to a post for which the normal wage or salary is equal to or exceeds the protected basic wage of salary, or
- The employee resigns from the Trust of their own volition, or

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- The employee moves on their own application to a post with a basic wage or salary which is lower than that of the existing post, or
- The employee retires or
- The basic wage or salary of the post is equal to or exceeds the protected basic wage of salary.

Long-term protection is based on the following number of year's continuous service with the Trust, and recognises that all staff need some time to readjust to a different salary, whilst at the same time recognising the loyalty of staff reflected by their years of service.

Length of Continuous Service	Period of Protection
Under 1 year	NIL
1 – 3 years	6 months
3 – 5 years	1 year
5 years +	2 years

15.2 Short Term Protection

Short term protection will apply where an employee is moved from one post to another, whether or not a move to a lower pay band is involved, and whose earnings are affected as a result.

Where this occurs the employee is entitled to have certain earnings ("protectable earnings") protected on a mark-time basis. Earnings eligible for short term protection are as defined in paragraph 14.8.

Staff are eligible to receive pay protection as a result of a move to a job in a lower pay band should receive their high cost area allowance calculated on their new basic pay plus the protected pay element that they receive.

Earnings in the new post will be offset against their protectable earnings. If for any particular pay period the earnings in the new post exceed the protectable earnings, protection of earnings is extinguished and earnings in the new post are paid in full for that particular pay period.

Short term protection is based on the following number of year's continuous service with the Trust and is based on the same principles as long term protection.

Length of Continuous Service	Period of Protection
4-12 months	2 months
1-2 years	3 months
2-3 years	6 months
3 years +	12 months

15.3 Pensions Implications

A reduction in basic salary or hours has potential implications for future pension entitlements as the NHS Pension Scheme is related to final salary, advice and so information must be given by the Pensions Department prior to any final decision.

Under the provisions of the NHS pension scheme, an employee subject to downbanding due to organisational change may apply to preserve their pension benefits, based on the previous level of pay. Applications must be made within three months of the date from which pensionable salary is to be reduced e.g. the end of the pay protection period.

Staff who wish to consider this option should contact the pensions officer for advice, preferably before transfer to the new post. More information is available from the NHS Business Services Authority.

16. CONDITIONS APPLYING TO PROTECTION

- 16.1 Any protection arrangement is conditional on the individual undertaking any overtime, shift work or other additional duties which may be required up to the level at which earnings in the new post equal the protected earnings.
- 16.2 It is also conditional on the employee accepting any subsequent offer of another suitable post within the Trust, which attracts a basic wage or salary equal to or in excess of the basic wage or salary applying to the protected post.
- 16.3 An employee may opt at any time for the complete package of remuneration and conditions of service that apply to the new post. This option once exercised, cannot be cancelled.
- 16.4 Protection of basic salary where downgrading is involved is also conditional on the employee providing written confirmation that they will move to an alternative suitable post should one arise, where the average earnings are equal to or exceed the protected earnings.
- 16.5 An employee who fails to give such an undertaking within 4 weeks of the Protection Agreement being confirmed in writing to them, will lose the protection entitlement.
- 16.6 The Protection Agreement will automatically cease at the end of the protection period, or when an employee retires, leaves the Trust or changes positions, whichever is the sooner, other than through further reorganisation.
- 16.7 If for any pay period the earnings in the new post exceed protectable earnings, protection will be extinguished for that pay period and earnings in the new post will be paid in full for that pay period.

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16.8 Long and short term protection is on a 'mark time' basis which means that the employee will not have the benefit of receiving any increases in relation to increments and any nationally agreed cost of living rise.

16.9 At the end of the mark time period if the individual's salary is within the correct band they will become part of the normal pay structure process again.

If at the end of this period the individual is still above the required band a final adjustment or reduction in salary will take place to bring the individual within the defined pay band.

16.10 Staff are reminded that such protection does not apply to health related redeployments.

17. PROTECTION OF OTHER CONDITIONS OF SERVICE

Subsistence and Travel

17.1 All staff will continue to be reimbursed for business travel between the Trust premises from their normal place of work as stated on the employee's contract of employment.

Excess Travel

17.2 Staff who, as a consequence of organisational change, are required to change their work base shall be reimbursed the **additional** of their current home to work mileage and their new home to work mileage, based on the shortest possible journey between each base.

This will be at the public transport rate in accordance with Section 17 of the National Terms and Conditions of Service. Eligibility starts where an individual has at least 3 or more miles per single journey additional travel to undertake, to and from work.

17.3 Commensurate with other protection arrangements set out for staff in this policy, employees will be entitled to 1 month's protection for each *completed* month's service in the Trust, up to a maximum of 48 months (4 years). For example:-

8 months service	=	8 months excess travel
2 years 4 months service	=	28 months excess travel
4 years + service	=	48 months excess travel

17.4 Eligibility to excess mileage will cease when:

- The maximum eligibility period in paragraph 17.3 [above] expires, or
- The employee moves on their own application to an alternative post [except where this is as a result of further organisational change where the excess travel period will be re-calculated], or
- The employee moves home to an address which is either further or closer to the revised work base

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The eligibility period will not be extended for any other reason of absence, other than maternity, paternity or adoption leave, or parental leave in which case the eligibility period will be extended for a period commensurate with the maternity leave period.

Lease Car Users

- 17.5 Lease car users will be eligible to claim “disruption allowance” further details of which can be sought from the Trust’s lease car department.

Employees who as a result of a move to a new post, are no longer entitled to a lease car will have the remainder of the lease car contract protected unless they specifically choose to terminate the agreement.

Notice Periods

- 17.6 Employees required to move to a new post will be entitled to long term protection of the period of notice applicable to the former post if it is in excess of the statutory minimum, until they move to a new post, which attracts a notice period equal to or in excess of the notice period in the former post.

Annual Leave

- 17.7 There is no entitlement to a protection of annual leave should a change result in a reduction of hours.

18. TERMINATION OF EMPLOYMENT

- 18.1 Where an employee has been unsuccessful in seeking suitable alternative employment, or where they have been selected for redundancy as part of a redundancy selection process the delivery of this information should be managed in a supportive and sympathetic manner.
- 18.2 Normally a further meeting should be arranged when this outcome is shared with the employee. Employees must be advised of their right to be entitled to bring a current work colleague or recognised trade union representative with them for support at this meeting.
- 18.3 Employees will already have received their letter placing them “at risk of redundancy” and should now receive this further final redundancy notice letter in which they receive confirmation that they are dismissed on grounds of redundancy and the date that this will take effect.
- 18.4 The redundancy notification letter should include the following information:
- that this letter is further to their ‘at risk of redundancy’ letter, and when that letter was dated
 - the reason for the dismissal
 - the number of weeks’ notice, in accordance with the contractual notice period
 - the date of termination i.e. effective date of the redundancy, which will also be the last day of service

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- the amount of the redundancy payment/enhanced pension benefits that will be paid, where applicable
- any outstanding leave that they should take during the notice period or that will be paid to them
- support that the trust will continue to provide during the notice period and any provisions in place for them to help search and apply for other work
- what work (if any) the individual will be expected to undertake during the notice period
- confirmation of the right to appeal against the dismissal and to whom that should be addressed

19. PERIOD OF NOTICE

- 19.1 The minimum notice period for employees who are to be dismissed on grounds of redundancy will be the statutory period of notice specified for their length of recognised continuous service, or the contractual notice period in their statement of terms and conditions, whichever is the longer.

Management will have discretion to extend the notice period to a maximum of 12 weeks.

- 19.2 The period of notice may be adjusted for staff who have secured alternative employment outside the Trust and need to be released to take up the new employment at the date requested by the new employer.

20. REDUNDANCY/EARLY RETIREMENT PAYMENTS

- 20.1 An employee does not have any right to a redundancy payment unless he or she has been continuously employed for a period of not less than two years ending with the 'relevant date'.

- 20.2 The 'relevant date' is determined by the date on which the employee's contract is terminated. This will be:

- the date on which the notice expires (where the contract is terminated with notice)
- the date on which the notice takes effect (where the contract is terminated without notice).
- In the case of workers on fixed term contracts that come to an end without renewal, the relevant date will be the date on which the termination takes effect.

- 20.3 Once an entitlement to redundancy has been determined, NHS reckonable service will be used as the basis for determining the eligible service to be used in calculating the amount of the contractual redundancy payment.

All continuous NHS employment with one or more NHS employers will count as reckonable service for redundancy compensation.

Providing the employee has not had a break in NHS service of over twelve months the period of NHS employment prior to any break counts as

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reckonable service and therefore previous service can be included when calculating contractual redundancy.

20.4 Reckonable service is not however counted when:

- service has been counted previously in respect of a redundancy by an NHS employer
- any previous employment for which an employee has received NHS pension benefits
- a loss of office payment has been made (paragraph 16.6 section 16 of the NHS terms and conditions)
- Mutually Agreed Resignation Scheme (MARS) severance payment has previously been made (paragraph 20.18 of the NHS terms and conditions) which would be offset against any subsequent redundancy payment.

20.5 Redundancy/early retirement payments will be calculated in accordance with Section 16 of the Terms and Conditions of Service handbook.

Staff within the 1995, 2008 or 2015 NHS Pension Schemes will be provided with details of the options for early retirement payments if applicable. Where possible, this should be prior to notice being issued to terminate employment.

20.6 Employees otherwise eligible for redundancy payments/early retirement will not be eligible for these payments if they:

- Are dismissed for reasons of misconduct;
- At the date of termination of the contract have obtained without a break, or with a break not exceeding 4 weeks, a suitable alternative employment within the same or another NHS employer.
- Unreasonably refuse, accept or apply for suitable alternative employment with the same or another NHS Employer.
- Leave their employment before the expiry date of their notice and without the agreement of management.
- Change employers in circumstances covered by the Transfer of Undertakings (Protection of Employment) Regulations 2006.

20.7 Staff whose employment is subject to TUPE transfer will not be redundant and therefore will not be entitled to redundancy payments/early retirement on the grounds of redundancy.

21. TRANSFER OF UNDERTAKINGS (TUPE)

21.1 The term "TUPE" refers to the Transfer of Undertakings (Protection of Employment) Regulations 2006, the term "TUPE transfer" is a transfer of a business to which these regulations apply.

The purpose of the regulations is to protect employees when either the ownership of the business or part of the business, for which they work changes hands, or where there is a service provision change (the transfer of a contract to provide a service).

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The regulations ensure that staff contracts of employment (and therefore terms and conditions of employment), transfer automatically to the new employer as a going concern.

- 21.2 The requirements governing the management of a TUPE transfer can be quite complex and where there is a proposal to transfer services and staff to a different employer it is imperative that managers notify and seek advice from HR.
- 21.3 There will be a requirement to consult with affected staff and recognised trade unions at the earliest opportunity and the Trust has developed more detailed guidance setting out the steps that managers will need to follow – ‘Transfer Of Undertakings (Protection Of Employment Regulations)’ TUPE Procedure.

22. APPEALS

- 22.1 Employees have a right of appeal against dismissal on grounds of redundancy.
- 22.2 Employees affected by change who are dissatisfied with the application of the Trust’s Organisational Change Procedure may seek recourse through the Trust’s Grievance procedure.

Where this is the case the employee should notify their line manager that they wish to do so in accordance with the Grievance procedure.

- 22.3 In cases where change management includes consultation around redundancy, this will include dealing with grievances against the selection for redundancy where an employee is :
- dissatisfied with the way in which the Trust has applied its redundancy selection criteria;
 - where they believe that they have been unfairly disadvantaged by the selection criteria; or
 - where they believe they have not been given a fair opportunity to put forward representations.
- 22.4 An employee who has been informed that they are to be made redundant and have received formal notice of the termination of their contract by reason of redundancy, will have a right of appeal against this dismissal.
- 22.5 An appeal meeting will be arranged at which consideration will be given to the whole process and determine whether or not to confirm the decision to make the employee redundant.
- 22.6 Appeals arising out of the application of the Organisational Change and/or Redundancy Notification procedure will not put processes on hold whilst the appeal is managed. Redundancy notices will not be suspended whilst the appeal procedure is being followed but shall be withdrawn or amended if necessary subject to the outcome.

23. SUPPORT, ADVICE & COUNSELLING FOR STAFF

- 23.1 The Trust recognises that organisational change can be a difficult time for all concerned and therefore will provide support and guidance as is possible to all employees identified as “at risk” of either change or redundancy.
- 23.2 Advice and support will be available from managers, Human Resources, recognised Trade Union representatives and Professional Leads.
- 23.3 Additional advice and counselling will be available through Occupational Health.
- 23.4 Employees can also access confidential support/career advice/counselling through the Trust’s Employee Assistance Programme.
- 23.5 The Trust may also consider the appointment of an external agency to provide more specific support to staff as appropriate and where necessary.

END

SAMPLE ONLY

ORGANISATIONAL CHANGE PROCESS

Consultation
Section 2&3
Pages 5 - 8

- Decision to make change**
- Consultation paper written**
 - manager with HR and Finance support
- Consultation Launch**
 - letters to 'at risk' staff affected with paper
- Consultation Period**
 - consultation events
- Consultation Period Ends**

Appendix 2
Consultation Guide

Appendix 3
Declaration of Preferences

Appendix 4
Alternative Work Questionnaire

Implementation
Section 4, 5 & 6
Pages 8 - 10

- Consultation response**
 - Feedback to staff advising outcomes
 - Confirmation of new structure
 - Confirmation of eligibility for ring fence arrangements
 - Preferences sought

Appointing to Posts
Sections 7 & 8
Pages 10 - 12

- Automatic selection process takes place**
 - Slotting or job matching where preferences and /or posts match
- Competitive selection arrangements take place**
 - Different structure with different jobs
 - Where a promotion
 - Reduction in the number of jobs

Redundancy & SAE sections
9 – 20
Pages 13-23

Protection Arrangements
Section 16
Pages 23-28

- Staff successfully selected and/or redeployed**
- Staff unsuccessful and displaced**
- Confirmation of appointments**
 - new terms and Conditions
 - pay protection
- Confirmed as 'at risk' of redundancy**
 - redundancy process followed

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Appendix 2

DECLARATION OF PREFERENCE/SELECTION FORM

Full Name:			
Tel No (Work)		Preferred Tel No. for contact:	

Current Details:-

Team/Dept.:		Location:	
Current Post Title:		Date Appointed:	
Pay Band/Grade	Salary:		Hours pw (WTE)
<p>Current working pattern. Please also confirm if you have a formally agreed flexible working arrangement in place and details of the arrangement:</p>			
<p>Please give brief details of current post:-</p>			

Previous relevant Employment (most recent first):-

Employer	Post Title	Dates (from and to)

Professional/Vocational Qualifications:- THIS INFORMATION IS ESSENTIAL

Professional Body:		Date Registered:	
Professional/Vocational Qualifications:		Date of Qualification:	
Other CPD:			

Criminal Records Disclosure (DBS check) CLINICAL STAFF ONLY

DBS check number:		
Date of check:		
Level of check (please circle)	Enhanced	Standard

It is necessary you can evidence that you have had a DBS check. If you are unable to provide details of your most current DBS check OR where it is more than 3 years old please email HR on XX to arrange to undertake a new application. There will be no charge for the application.

You will not be prevented from securing a post in the new structure provided that you are able to either evidence that you have a DBS check, or that you are in the process of making such an application.

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Your Preferences

Please review the proposed posts and structures that have been circulated as part of this consultation process and indicate below your preferred posts (in order of preference). Your individual letter will have indicated which posts are available to you to express a preference for.

Should you wish to have an opportunity to discuss these on a 1:1 basis prior to the assessment against criteria for the post(s) please email XX with subject heading "1-1" followed by your current service. Should you be a member of a recognised Trade Union, there is the option of being accompanied by a union representative should you wish to do so

The 1:1 meeting does not form part of the selection process.

Preference one:-

Post title and Job Band/Grade:	
Team and Location:	

Preference two:-

Post title and Job Band/Grade:	
Team and Location:	

Preference three:-

Post title and Job Band/Grade:	
Team and Location:	

Part-time workers:-

If you currently work part time please confirm what the minimum and maximum hours of work per week would be preferable to you

Minimum: _____ Maximum: _____

Consideration for Promotional Opportunities (where indicated as applicable)

You have been advised of posts in the new structure for which you are currently eligible to be considered for. If promotional opportunities should arise as part of this Implementation process in which you would be interested please indicate below which post this would be and complete and return the enclosed job application form.

Please note that any application for a post that is considered a promotion, i.e. at a higher job band/grade, will be subject to a separate selection process.

If a promotional opportunity arises you will be contacted to confirm that you wish to be considered, and advised of the selection process. Your application form will be submitted for consideration at this time.

Post title	
Job Band/Grade:	
Team/Location:	

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VOLUNTARY REDUNDANCY/EARLY RETIREMENT (Delete if not applicable)

Should the Trust wish to consider Voluntary Redundancy or Early Retirement please indicate below if this is an option you would be interested in.

Please tick to indicate interest below:

Voluntary Redundancy

Early Retirement

Thank you for your co-operation

I confirm that all details contained in this document are true and accurate.

Signed

Date

Please email the completed form as an attachment (subject heading please: "Preferences Form" to XX

SAMPLE ONLY

ALTERNATIVE WORK QUESTIONNAIRE

The Trust is committed to supporting employees who are “at risk”, and will make every effort to help you to find alternative work.

This form is to be used to assess the skills, knowledge, experience, abilities and wishes of employees who are subject to the Alternative Work Procedure and as a profile to match with possible vacancies.

The information you provide will only be used in the search for alternative work and decisions will be made on an assessment of capability - not on personal circumstances not directly relevant to the vacancy concerned. Occupational Health may make an assessment of your physical abilities if appropriate.

PERSONAL DETAILS

Name:	
Home Address:	Email Address:
Telephone No: (Home)	Payroll Number:

CURRENT POST DETAILS

Job Title:	Directorate:
Location:	Band:
Date started in Post:	Hours/Days Worked:
Current Line Manager:	Telephone No: (Work)
Brief Outline of Duties or attach Job Description and Person Specification:	
Reasons why Alternative Work is required from current position (please circle) Organisational Change/End of Fixed-Term Contract/TUPE/ill-health Other (please specify)	

SKILLS, KNOWLEDGE & EXPERIENCE to be considered in Alternative Work Search

Under the following headings outline what skills, knowledge and experience you have and identify any particular areas that will be relevant to an Alternative Work search. (Please use examples from previous employment/voluntary work etc.) Do not be concerned if you are unable to provide information for all sections. (Continue on separate sheet if necessary). You may attach an up to date CV if you wish.

Previous Roles:
Qualifications:

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Training Attended:
Literacy and numeracy:
Administration:
Customer Service:
Information Technology:
Team Working:
Management and/or supervision:
Specialism:
Any Other skill areas to be taken into for consideration (e.g. ability to drive):

OTHER FACTORS TO BE CONSIDERED

What types of Alternative Work would you consider?
How far are you prepared to travel to work (enter distance or location)?
Please tick which of the following are you prepared to work? FULL-TIME <input type="checkbox"/> SHIFTS <input type="checkbox"/> DAY-TIME <input type="checkbox"/> EVENINGS <input type="checkbox"/> TERM-TIME ONLY <input type="checkbox"/> WEEKENDS <input type="checkbox"/> NIGHTS <input type="checkbox"/> JOB-SHARE <input type="checkbox"/> PART-TIME <input type="checkbox"/> Indicate minimum number of weekly hours <input type="checkbox"/>
Any Other General Comments:

Employee's Signature:	
Managers Signature:	
Date Signed:	12 Week Date:

This may need to be shared with Occupational Health where a search for alternative work needs to take into consideration any underlying health conditions that have been identified. Where this is the case, you will be advised.

TO BE COMPLETED BY OCCUPATIONAL HEALTH (if applicable)

Any factors that might limit the range of suitable Alternative Work? (e.g. physical abilities)
Will specialist equipment or modifications be required in line with Equality Act?
Occupational Health Signature:
Date Signed:

ADDENDUM TO ORGANISATIONAL CHANGE PROCEDURE

The Pay Protection Arrangements for staff described in this addendum to this procedure apply only to those SEPT and NEP staff who TUPE transferred to EPUT on 1 April 2017.

It should be noted that it will not apply to these staff where they subsequently voluntarily apply for and accept a change in job, post 1st April 2017. In these cases the pay protection arrangements as set out in Sections 14 and 15 apply.

PAY PROTECTION - STAFF EMPLOYED BY SEPT PRIOR TO 1 APRIL 2017.

1. Short Term Pay Protection

An employee, who as a result of organisational change suffers a reduction in their earnings/contracted hours, is entitled to short-term protection of earnings on a mark time basis.

Qualifying Period of Reckonable Service	Period of Protection
More than four months/less than one year	Two months
More than one/less than two years	Three months
More than two/less than three years	Six months
Three years and over	One year

Should an employee on short-term protection of earnings including contracted overtime be offered the opportunity of overtime in their new post, they will be given reasonable notice i.e. a minimum of 2 weeks, that they will be required to work up to the level of their protected overtime hours. Additional payment will only be made for any hours worked in excess of this.

2. Long Term Protection of Earnings

An employee, who as a result of organisational change, moves to a new post at a lower band/salary will be entitled to long-term protection of salary on a mark time basis.

Qualifying Period of Reckonable Service	Period of Protection
Less than one year	Six Months
More than one/less than two years	One year
More than two/less than three years	Two Years
Three to five years	Three Years paid as follows:- First Two Years paid at full protection, Third year of Protection reduces as follows: Month 1 – 4 – Pay protection reduces to 75% Month 5 – 8 – Pay Protection reduces to 50% Month 9 – 12 – Pay protection reduces to 25%

An employee on long term protection of salary/wage will be required to apply for any

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suitable post with a salary/wage equal to their protected earnings (i.e. that of their previous post) should such a post become available during the protection period.

Unreasonably refusing any such offers made under the above paragraph can result in the termination of the employee's protection.

Should an individual not participate in review meetings, nor make reasonable progress/development against the objectives and personal development plan for the post, consideration must be given to withdrawing the protection arrangements in the above sections. At this stage, referral should be made to the Capability procedure.

3. **Excess Travel – Change of Base as a result of Organisational Change**

Employees who change their base as a result of organisational change may be reimbursed their extra daily travelling expenses for a period of four years from the date of transfer depending on whether the change is temporary or permanent.

For employees who are entitled to claim excess mileage if the new base is further from their home than the old the difference between the miles travelled to the old base and the miles travelled to the new base. This will be considered to be based on the most suitable route to be taken and agreed by the line manager.

The excess shall be calculated on the basis of the bus fare or standard rail travel or if the employee travels by private motor on the basis of the reserve rate in line with agenda for change mileage arrangements.

All excess mileage claims should be submitted via e-expenses.

Employees subject to organisational change who use a vehicle to travel to work are entitled to claim a protected amount towards car parking expenses.

Lease car users are subject to separate protection arrangements for excess mileage and will be eligible to claim 'disruption allowance as set out in section 17.5 or the Organisation Change procedure.

Entitlement to Excess travel will cease if any of the following conditions apply:

- After a continuing period of payment for a specified period, up to a maximum of four years.
- On leaving employment of the Organisation.
- On voluntarily applying for and accepting a change in post.
- On accepting another post
- On change of home or work place where excess travel should be reduced or where excess travel costs are no longer incurred.

PAY PROTECTION - STAFF EMPLOYED BY NEP PRIOR TO 1 APRIL 2017

1. Short Term Pay Protection

Short term protection is based on the following number of year’s continuous service with the Trust and is based on the same principles as long term protection.

Length of Continuous Service	Period of Protection
Under 2 years	6 months
Under 5 years	9 months
5 years +	12 months

2. Long Term Protection of Earnings

Long term protection will apply where an employee is moved from one post to another and is placed onto a lower pay band as a result of the move.

The employee will be entitled to full protection of basic wage or salary for the period in paragraph 15.2 expires or

- The employee is appointed to a post for which the normal wage or salary is equal to or exceeds the protected basic wage of salary, or
- The employee resigns from the Trust of their own volition, or
- The employee moves on their own application to a post with a basis wage or salary which is lower than that of the existing post, or
- The employee retires or
- The basic wage or salary of the post is equal to or exceeds the protected basic wage of salary.

Long term protection is based on the following number of year’s continuous service with the Trust, and recognises that all staff need some time to readjust to a different salary, whilst at the same time recognising the loyalty of staff reflected by their years of service.

Length of Continuous Service	Period of Protection
Under 2 years	1 year
Under 5 years (at least 2 years)	2 years
5 years +	3 years

3. Conditions Applying to Protection

Conditions do not differ from those as set out in section 14 of this procedure

4. Excess Travel – Change of Base as a result of Organisational Change

Staff who, as a consequence of organisational change, are required to change their work base shall be reimbursed the additional of their current home to work mileage and their new home to work mileage, based on the shortest possible journey between each base.

This will be at the public transport rate in accordance with Section 17 of the National Terms and Conditions of Service. Eligibility commences where an individual has at

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least 3 or more miles per single journey additional travel to undertake to and from work.

Commensurate with other protection arrangements set out for staff in this policy, employees will be entitled to 1 month's protection for each *completed* month's service, up to a maximum of 48 months (4 years). For example: -

8 months service	=	8 months excess travel
2 years 4 months service	=	28 months excess travel
4 years + service	=	48 months excess travel

Place of work is considered as reasonable where it either involves no additional travelling expenses, or is where there is some additional travel that is within a radius of 15 – 25 miles or less of the employee's place of work, and/or home address. Where the employee is willing to consider suitable alternative employment beyond the mileage radius miles mentioned above, then this will be favourably considered.

In all circumstances, the Trust will always give due consideration on a case by case basis, to the individual's personal circumstances in relation to the proposed alternative post.

Eligibility to excess mileage will cease when:

- The maximum eligibility period in paragraph 17.3 [above] expires, or
- The employee moves on their own application to an alternative post [except where this is as a result of further organisational change where the excess travel period will be re-calculated], or
- The employee moves home to an address which is either further or closer to the revised work base

The eligibility period will not be extended for any other reason of absence, other than maternity leave, in which case the eligibility period will be extended for a period commensurate with the maternity leave period.

Staff are reminded that such protection does not apply to health related redeployments.

Lease car users are subject to separate protection arrangements for excess mileage and will be eligible to claim 'disruption allowance' as set out in section 17.5 of this Organisational Change procedure.