

# ORGANISATIONAL CHANGE POLICY

Policy reference –

SUMMARY	This policy outlines the principles for managing organisational change
AUTHOR	People and OD Team
VERSION	Final
EFFECTIVE DATE	01/10/20
APPLIES TO	All employees
APPROVAL BODY	Social Partnership Forum consulted with prior to approval by the Remuneration and Nomination Committee
RELATED DOCUMENTS	Terms and Conditions Expense and Subsistence Policy
REVIEW DATE	01/10/23

**VERSION CONTROL SHEET**

<b>Version</b>	<b>Date</b>	<b>Author</b>	<b>Status</b>	<b>Comment</b>
1.2	07/04/14	Hannah Morris	final	10.4 trial periods-managers discretion to extend
2.0	01/10/20  14/01/20	People and OD Team	Final	Minor amendments to terminology and additional sentences at 1.3, additional Section B replacing Protection of Pay and Conditions Policy. Approved by Remnom

## CONTENTS

<b>Section A</b>	<b>Page</b>
1. Purpose	4
2. Scope	4
3. Equality Statement	4
4. Accountability	4
5. Implementation and Monitoring	4
6. Responsibilities	4
6.2 Employees	5
6.3 Line Managers	5
6.4 People and OD Team	5
7. Principles	5
8. Consultation	6
9. Filling Posts	7
10. Redeployment	7
10.3 Suitable Alternative Employment	8
10.4 Trial Periods	8
11. Redundancy and Early Retirement	8
11.2 Redundancy Payments	8
11.3 Notice Period	9
11.4 Early Retirement on the Grounds of Redundancy	9
12. Transfer of Employees	9
13. Appeals	9
<b>Section B</b> Protection of Pay and Conditions of Service	10
<b>Appendix</b>	
A Definitions	16
B Procedure for Filling Posts	17

## **1. PURPOSE**

- 1.1 Change is inevitable in any organisation as services are developed that meet the needs of the population and improve efficiency. Careful planning in the adoption of new working practices and the redesign of services is the best way to provide security of employment to employees. The organisation will strive to cope with fluctuations in required staffing levels by robust workforce planning.
- 1.2 It is recognised that any reconfiguration/change process may cause concern to employees. Consideration has therefore been given in this policy to develop a framework to consider the individual interests of employees with care, consideration and equity. During any organisational change a fair and equitable process will be followed, however the process may be adapted depending on the circumstances of the change to suit the needs of the organisation.
- 1.3 The aim of the policy is to provide guidance to managers and employees during periods of change to ensure due process is followed and employees affected by change are supported. This policy is designed to support change to service which significantly impacts on the organisation's structure or roles within it. Changes to individual job descriptions and role profiles should be addressed through normal line management discussions and be legally compliant adhering to the principles of transparency and fairness central to this policy.

## **2. SCOPE**

- 2.1 This policy will apply to all employees directly employed by the organisation.

## **3. EQUALITY STATEMENT**

- 3.1 In applying this policy, the organisation will have due regard for the need to eliminate unlawful discrimination, promote equality of opportunity, and provide for good relations between people of diverse groups, in particular on the grounds of the following characteristics protected by the Equality Act (2010); age, disability, sex, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, and sexual orientation, in addition to offending background, trade union membership, or any other personal characteristic. An Equality Impact Assessment is used for all policies and procedures.

## **4. ACCOUNTABILITY**

- 4.1 The Chief Executive Officer is accountable for this policy.

## **5. IMPLEMENTATION AND MONITORING**

- 5.1 The Remuneration and Nomination Committee is responsible for formal approval and monitoring compliance with this policy. Following ratification the policy will be disseminated to staff via the intranet.
- 5.2 The policy and procedure will be reviewed periodically by the Senior Management Team in conjunction with Human Resource and Trade Union representatives where applicable. Where review is necessary due to legislative change, this will happen

immediately.

## **6. RESPONSIBILITIES**

6.1 Good working relations are vital for the organisation to operate successfully and provide services. There is a joint responsibility for management, trade unions and employees to accept the responsibility of working together on issues in good faith and with the shared intention of facilitating good working relations.

### **6.2 Employees**

- 6.2.1 It is the responsibility of employees to ensure that they:
- Actively participate in all forms of communication to ensure they are fully engaged and informed of proposed changes.
  - Attend related meetings.
  - Speak to their line manager or HR representative regarding any personal concerns.
  - Ensure business as usual before, during and after changes.

### **6.3 Line Managers**

- 6.3.1 It is the responsibility of line managers to ensure that they:
- Inform and engage their team regarding proposed changes, including employees who are absent from the organisation (i.e. on maternity, long term sick leave, secondments).
  - Work in line with the policy and procedure treating all employees fairly and equitably.
  - Provide support to employees and maintain confidentiality at all times recognising the sensitive nature of change for individuals.

### **6.4 People and OD Team**

- 6.4.1 The Human Resource representative will provide advice and support on all aspects of this policy to ensure application and support.

## **7. PRINCIPLES**

7.1 The organisation is committed to employee development and promoting security, continuity and stability of employment for employees as far as possible. All reasonable steps will be taken to retain the skills and experience of employees by appropriate retraining, developing or redeploying employees wherever possible when change has become necessary. Where these options are not viable and workforce reductions are necessary, options to reduce the workforce including compulsory redundancy may be considered.

7.2 The objectives of any reconfiguration process are as follows:

- To create an organisation with the right numbers of people with the right skills to deliver the business of the organisation as effectively and efficiently as possible, ensuring it is fit for purpose.
- To achieve a balanced workforce that meets the needs of the organisation and delivers on the organisations objectives.
- Fill posts with the most suitably qualified and experienced people.
- Minimise redundancy and retain valuable skills.

- Maintain services.
- Avoid unnecessary costs.
- Act lawfully and engage in meaningful consultation.

7.3 The organisation will always try to avoid redundancies by considering:

- Not filling vacancies to enable natural wastage.
- Reduction/elimination of overtime working.
- Termination of temporary or agency staff.
- Redeploying existing employees where ever possible.
- Retraining at risk employees so that they can be redeployed as appropriate.
- Applications for voluntary redundancy.

7.4 Organisational change may be triggered by internal or external drivers. The list below provides an example of when this policy may apply (this list is not exhaustive):

- National and local policy impacting on organisational form and structure
- Departmental restructuring/reorganisation and developing the organisation to ensure it is performing effectively.
- Transfer of a service in or out of the organisation
- Changes to commissioning and contracting
- Cross organisational moves (such as to the Local Authority)
- Changes which affect terms and conditions of employment
- Workforce modernisation and large changes to current processes of work
- To develop the organisation and ensure it is performing effectively

Please see Appendix A for definitions connected to organisational change.

## **8. CONSULTATION**

8.1 There is a legal obligation to inform and consult the Trade Union and Staff Side representatives of the employees whom it is proposing to make redundant, and to consult the individuals affected. The duty to inform and consult appropriate representatives depends on the number of employees it is proposing to make redundant. If 100 or more redundancies are proposed, consultation must begin at least 45 days before the first dismissal takes place. If more than 20 but fewer than 100 redundancies are proposed consultation must begin at least 30 days before the first dismissal takes effect. If fewer than 20 redundancies are proposed the organisation will inform and consult individual employees as appropriate.

8.2 Effective consultation is likely to improve the quality of management decisions, increase commitment and co-operation from employees and contribute to good employee relations. There are a number of mechanisms which can be adopted for meaningful consultation. However, employees who are affected by change and potentially at risk of redundancy will be notified of this, together with details of the steps that will be taken to avoid redundancy, at the earliest opportunity. The purpose of consulting with appropriate representatives is to try to:

- reach agreement on ways to avoid the redundancies
- communicate the reasons for the redundancies
- reduce the numbers to be made redundant
- minimise the consequences of the redundancies
- agree selection criteria for redundancy

- 8.3 Consultation must begin at the earliest possible opportunity. When it is clear that any organisational change or other development may result in some employees being declared redundant (even though the identity of the individuals affected may not be known at the time the decision was taken) there is a proposal from the moment that the decision is reached even though the proposal may not be finalised. This gives employees the opportunity to influence the decision making process. Consultation may vary depending on what is deemed reasonable and proportionate to the change.
- 8.4 Consultation will normally be conducted through the relevant Trade Union or staff representatives. Consultation can take place locally within the relevant operational area but will be over the timescales dictated by the total number of redundancies that take place across the organisation if applicable. Information relevant to the scale of change will be provided to representatives. Affected individuals will also be consulted and advised at this stage they are “affected by change” based on current proposals. If appropriate, a communication plan will be developed to regularly feedback on comments received as part of the consultation. Upon completion of the consultation deadline a final document will be published outlining any further changes, providing a response to comments which were considered and final details of staffing implications if appropriate to the circumstances.

## **9. FILLING POSTS**

- 9.1 It is recognised each organisational change process may differ slightly depending on the circumstances, Appendix B outlines the stages which should be used as a guideline to manage employees affected by change fairly and consistently. A selection process will be determined in partnership with staff side where appropriate and reasonable adjustments will be made as necessary for disabled staff.
- 9.2 Employees who are absent from work, such as those on maternity, long term sick leave will be included in the procedure. Employees currently on a secondment or in an acting up role, their substantive role will be used for the purpose of consultation and procedure for filling posts.
- 9.3 On completion of the procedure for filling posts, employees will be notified of the outcome and their right to appeal the slotting in/ring fencing decision within 10 working days of receipt of the outcome letter.

## **10. REDEPLOYMENT**

- 10.1 Employees displaced as part of a change who have not been appointed into a post will then be informed they are at risk of redundancy and the HR representative will place the employee on the ‘at risk’ register maintained by the People and OD Team. It is the responsibility of the Lead Manager to notify individuals of this and to invite the individuals to an initial meeting with their line manager and the HR Representative to discuss their personal circumstances and the process for suitable alternative employment and redeployment. All reasonable steps will be taken at this stage to avoid redundancies in order to ensure that business critical skills and experience are not lost.
- 10.2 The at risk register will contain information on the employees preferences for redeployment in addition to basic personal information. Employees on the at risk register will be advised of suitable posts in the organisations and where appropriate posts will be advertised on a restricted basis to employees on the register only. Many employees may require help to make the change. Local programmes of support

should be developed and resourced to meet, as appropriate, the personal and professional needs of employees. Individual counselling should be made available on a confidential basis to help employees to cope with the implications of change. Appropriate career counselling and support, including CV training, interview and self-marketing skills, should be available, if necessary, to all affected employees during the period of change.

### **10.3 Suitable Alternative Employment**

10.3.1 Suitable Alternative Employment will be defined in terms of pay, working hours, status, grade, the way work is carried out and location. The individual's personal circumstances will be taken into account as will the pay protection and excess travel policy relevant to their terms and conditions. Some flexibility is expected on the part of both the employee and the organisation in this respect and it is important that each case is looked at on its own merits.

10.3.2 If an employee unreasonably rejects an offer of suitable alternative employment and there is no other alternative employment, or any reasonable prospect of alternative employment in the near future, the employee will jeopardise their entitlement to redundancy compensation or pay protection. This will then be classed as a resignation. The employee has the right to appeal against the suitable alternative employment decision within 10 working days of receipt of the outcome letter.

### **10.4 Trial Periods**

10.4.1 A trial period is required if an offer of suitable alternative employment is made to an employee. The trial period is for a period of 4 weeks. Managers have the discretion to extend the trial period based on individual circumstances for example to ensure part time employees are not adversely affected. If, during the trial period, the employee reasonably decides to reject the post or Management feel that they are unsuitable for the post, he/she will not forfeit his/her right to redundancy. If an employee who would otherwise be declared redundant wishes a trial period in a post that would not be regarded as suitable alternative employment, the employee would not forfeit his/her redundancy payment if he/she terminated the contract during the trial period for whatever reason.

## **11. REDUNDANCY AND EARLY RETIREMENT**

11.1 Whilst the organisation is committed to avoiding compulsory redundancies as far as possible, this may become necessary in certain circumstances. Every effort will be made to help the employee secure suitable alternative employment, with additional support provided where appropriate. In some cases of organisational change it may be appropriate to consider the use of voluntary redundancy and early retirement schemes for defined categories of employees. In such cases, full consultation will take place and there will be strict criteria for those being eligible to apply. Application for voluntary redundancy does not guarantee that it will be granted, even when expressions of interest have been invited.

### **11.2 Redundancy payments**

11.2.1 Any person who faces the possibility of redundancy will be made aware of payments to which they would be entitled in this event subject to current legislation.

Redundancy payments will be made in accordance with contractual entitlements. Employees shall not be entitled to redundancy payments or early retirement on grounds of redundancy if:

- They are dismissed for reasons of misconduct
- If suitable alternative NHS employment has been secured at the date of the termination, and without a break exceeding 4 weeks
- If suitable alternative NHS employment has been secured and the employee unreasonably refuses to accept it
- If the employee leaves before the expiry of their notice, except if they are being released early
- If their contract is renewed.

### **11.3 Notice Period**

11.3.1 Where compulsory redundancies remain unavoidable, having exhausted all measures in this policy, the employees affected will be interviewed and will be given the maximum possible notice of dismissal. As a minimum, the notice period will be:

- the contractual notice as detailed in their statement of main particulars of employment; or
- one week's notice for each year of reckonable continuous service up to a maximum of 12 weeks. Individuals will receive the most beneficial notice period under the above options.

11.3.2 Employees who are under notice of termination due to redundancy will be:

- given reasonable paid time off work to look for new employment and/or make arrangements for training to assist them to find new employment.
- given advice and guidance on job searching and applying for jobs
- offered counselling and support where necessary

11.3.2 Priority must be given to business continuity; therefore displaced staff will be required to work their contractual notice period in all but exceptional circumstances. Cases which are considered to be an exception can be agreed only by the relevant Senior Manager. Where displaced employees obtain alternative employment during their period of notice and wish to commence this employment prior to the end of their period of notice of redundancy, managers should consider releasing the employee on a mutually agreeable date.

### **11.4 Early Retirement on the Grounds of Redundancy**

11.4.1 Employees retiring prematurely on the grounds of redundancy may be entitled to early retirement benefits dependent upon their age and length of service. Further details can be obtained from the Pensions Officer.

## **12. TRANSFER OF EMPLOYEES**

12.1 The Transfer of Undertakings (Protection of Employment) Regulations (TUPE) protects employees' terms and conditions of employment when work is transferred from one employer to another. The Cabinet Office Statement of Practice (COSOP) allows for transfers on a TUPE like basis where there is no statutory entitlement to TUPE. Advice should be taken from a HR Representative in line with current legislation if a potential transfer is identified.

## **13. APPEALS**

- 13.1 Employees have the right to appeal with regards to changes impacting their terms and conditions of employment. Any such appeal must be lodged by the employee, within 10 days of receipt of the outcome letter (i.e. confirming slotting in, ring fencing, suitable alternative employment etc). All appeals should be addressed to the Human Resources Representative. Appeals will be formally considered by an appropriately constituted panel not previously involved in their case. The employee must stipulate their full grounds of appeal in writing. The outcome of this appeal will be final. Employees can lodge a grievance via the Grievance Policy if they believe the process has not been applied correctly. Except in exceptional circumstances the appeal will be conducted within 10 working days of the notification of appeal being received.

## **Section B Protection of Pay and Conditions of Service**

This section is based upon and does not supersede the NHS Agenda for Change agreed arrangements for Protection of Pay and Conditions of Service.

- 1.0 Employees currently subject to existing protection will continue to be protected on a personal basis under the previous protection agreement until this expires.
- 2.0. Section B does not apply in the following situations:

Where the downgrading is as a result of action under the organisation's disciplinary or capability procedures.

Where the change to pay or terms and conditions is made at the request of the member of staff.

Where a change of contract has been agreed on a temporary basis, i.e. acting up.

Where a member of staff voluntarily moves post.

Where the change results from the breakdown of a job share agreement.

## **3.0 RESPONSIBILITIES**

### **Employees**

- 3,1 It is the responsibility of employees to ensure that they:
- Comply with the Policy on Protection of Pay and Terms and Conditions of Service, particularly in relation to accepting alternative employment or undertaking duties up to the level that they are receiving protection.
  - Attend any consultation meetings or training as requested in line with redeployment opportunities or maximising opportunities for redeployment.
  - To access and be aware of the policy and read the content, if there is anything that is not understood then initially raises this with their line manager.

### **Line Managers**

- 3.2 It is the responsibility of line managers to ensure that they:
- Ensure that the policy is complied with during any organisational change.

- Consult with their employees and employee representatives (supported by the HR team) regarding any change within the work environment that may affect their terms and conditions of employment.
- Arrange and hold one to one consultation meetings with individual employees where they are potentially affected by organisational change.
- Ensure outcomes of all formal meetings are confirmed to the individual in writing. The exact terms of any protection will be confirmed in writing to the employee.
- Where employees are to be redeployed, the manager, supported by the HR team, will work with them to try to redeploy them to suitable alternative employment.
- Through the Personal Development Review [PDR] process ensure that employees who have been downgraded are given reasonable opportunities to retain and/or develop the skills and knowledge to apply for posts at their former level when available.
- Attend all relevant management training and to ensure they are broadly familiar with organisation's HR policies.
- Ensure that employees are aware of the policy will be brought to the attention of the team through the team brief process.

### **People and OD Team**

- 3.3 The People and OD representative will provide advice and support on all aspects of this policy to ensure application and support.

### **4.0 SHORT TERM PROTECTION OF EARNINGS**

- 4.1 An employee who suffers a reduction in earnings (but is not downgraded), as a result of organisational change, will continue to receive the average of the previous 3 months earnings.
- 4.2 Short term protection will apply where organisational change leads to any loss of contractual enhancements due to change in working pattern including overtime, unsocial hours, stand-by payments, on call allowances, sessional payments.
- 4.3 Service counted for the purposes of protection will be continuous service with the organisation (including service deemed to be continuous under TUPE).
- 4.4 Short term protection entitlement will be calculated in relation to the individual's completed years of continuous service:

<b>Length of Service</b>	<b>Protection</b>
4 months to 1 year	2 months
1 to 2 years	4 months
2 to 3 years	6 months
3 to 4 years	8 months
4 to 5 years	10 months
More than 5 years	12 months

### **5.0. LONG TERM PROTECTION OF EARNINGS**

- 5.1 An employee who is downgraded as a result of organisational change, will receive protection on basic salary including benefits from any future cost of living awards.

- 5.2 Service counted for the purposes of protection will be continuous service with the organisation (including service deemed to be continuous under TUPE).

<b>Length of Service</b>	<b>Protection</b>
12 months or more qualifying service	3 years

- 5.3 Any employee downgraded will be given reasonable opportunities to retain and/or develop the skills and knowledge to apply for posts at their former level, when available.

## **6.0. PROTECTION OF OTHER TERMS AND CONDITIONS**

### **Recruitment and Retention Premia**

- 6.1 Recruitment and retention premia are applied to a post, not an individual, and do not transfer with the individual if they change post. However, where an individual changes post for reasons that mean they are eligible for protection of salary, and they were previously in a post that received recruitment or retention premia the following rules will apply:
- 6.2 Nationally and locally agreed long-term recruitment and retention premia will be protected in line with national terms and conditions for the period of protection.
- 6.3 Locally agreed short-term recruitment and retention premia will be protected for six months in line with national terms and conditions.
- 6.4 The recruitment and retention premia will be protected at the level paid at the time the employee left their previous post.
- 6.5 Should a recruitment and retention premia apply in the new post the individual will receive that which is most beneficial for the period of protection.

### **Change in Hours**

- 6.6 In situations of organisational change where long-term protection applies to an individual the organisation will attempt to ensure that there is a match between posts in terms of hours and pattern of work but this may not be possible. In such cases the following will apply:
- 6.7 Where the hours of work are greater in the new post, the protected employee will normally continue to work their former hours for the period of protection. If this is not possible any payment for additional hours will be paid at the protected hourly rate of pay for the period of protection.
- 6.8 Where the hours of work are less in the new post, the protected employee will have the option to continue to work their former hours for the period of protection. If they opt to reduce their hours the protected payment will be reduced proportionally, based on the protected hourly rate. Any payments for additional hours and overtime will be remunerated at the protected hourly rate of pay for the period of protection.
- 6.9 Where working patterns are different in the new post or there were was an arrangement to work flexibly in the former post the organisation will make all reasonable efforts to support the protected employee to maintain their working pattern, provided this does not impact adversely on the delivery of the service.

Where this is not possible the individual will be given reasonable notice (a minimum of 12 weeks, unless otherwise agreed) to make any changes necessary. Support for carers is available from the Childcare Co-ordinator service.

### **Change of Base**

- 6.10 Where an employee is required to change their base of work, in line with contractual arrangements and national terms and conditions (paragraph 17.3 of the NHS Terms and Conditions of Service Handbook, change of base of work resulting from amalgamation of NHS employers or from acceptance of another post in consequence of redundancy), they may qualify for reimbursement of their extra daily travelling expenses for a period of up to 4 years subject to local agreement from the date of transfer.

### **Lease Cars (excluding salary sacrifice scheme)**

- 6.11 If the employee has contracted for a lease car through the organisations lease car scheme the employee will not suffer a financial detriment from organisational change.
- 6.12 If a lease car is not required for the new post the employee will not suffer any financial penalty from the early surrender of the car. However, if it is still possible for the employee to retain the car and they choose to do so, the employee will be responsible for all costs arising from the lease arrangement.
- 6.13 Where the new post still meets the lease car scheme criteria the employee will not be responsible for any additional costs arising from the existing lease arrangement until the expiry of the existing lease. Any subsequent lease will be calculated based on the requirements of the new post and will not be subject to any protection.
- 6.14 Any employee on a salary sacrifice lease car scheme would continue with these arrangements under the terms of the scheme.

### **Pensions**

- 6.15 Members of the NHS pension scheme may apply to have their period of membership at a higher rate of pay treated as “preserved” membership subject to the terms and conditions of the NHS Pension Scheme. It is important that employees discuss their pension with the pension’s advisor in the payroll team where they suffer a reduction in earnings.

## **7.0. CONDITIONS OF ELIGIBILITY FOR PROTECTION**

- 7.1 Protection will no longer apply where an employee, currently receiving protection, unreasonably refuses alternative employment in any post on the banding which they are protected.
- 7.2 Employees receiving protection may be required to undertake duties or responsibilities up to the level at which they are protected on a temporary basis. Such an arrangement will not break or extend the period of protection.
- 7.3 Protection will cease should the employee move to another post through their own application, or leave the organisation.
- 7.4 Protection will be offset against earnings in the new post. In any pay period where earnings in the new post exceed the protected earnings (ie total earnings for short

term protection, basic salary for long term protection) the protection of earnings is extinguished for that period.

- 7.5 Long and short term protection may run concurrently, this is known as joint protection. The protection paid will be that most favourable to the employee whilst the joint protection lasts.
- 7.6 At the end of the protection period the employee on protection will receive the pay band and conditions of service of the substantive post.
- 7.7 Payment of protection is conditional on an employee being committed to training and development identified in order to maximise opportunities for redeployment.

## **8.0 OTHER PROVISIONS**

- 8.1 Employees will move onto a new band on the nearest point to their current salary.
- 8.2 Where the three month calculation period includes a period of maternity, adoption or paternity leave or where the employee was on approved unpaid leave (including a employment break) or sick leave, average earnings will be calculated taking into account the working pattern prior to the period of leave.
- 8.3 Where an employee becomes eligible for a second period of protection whilst already receiving protection, the initial protection will run its course. The second period of protection will run concurrently from the date of the second change in accordance with the arrangements within this policy.
- 8.4 Employees returning from agreed employment breaks under the organisation's policy, who cannot be slotted back into a post at the equivalent grade to that which they took the break from, will be eligible for long term protection from the date of their return.
- 8.5 Employees absent during a period of organisational change i.e. on sick leave, secondment or maternity have the same right to be consulted with as other staff. Any protection arrangement necessitated by organisational change will come into effect from the date of the change, not the date of their return to the organisation.
- 8.6 Changes to terms and conditions that are not substantive i.e. are agreed for a temporary/fixed-term period i.e. acting-up, additional hours will not be subject to protection.

## **9.0 APPEALS**

Any appeal arising from the application of this policy will be dealt with under the organisation's Grievance procedure

## **10.0 DEFINITIONS**

Organisational Change: any structural or managerial change to services provided by the organisation

Salary: the monthly sum due in respect of basic hours worked by the employee, within the standard working week, as defined for their staff group. The following are excluded for the purposes of long term protection (but those marked\* may be subject to short term protection if they are a contractual feature or a regular requirement):

- Acting up Allowances
- Standby\*
- On-call\*
- Earnings from other contracts eg bank contracts
- Reimbursement for expenses no longer incurred
- Special duty payments eg shift allowances, weekend enhancements etc\*
- One off lump sum payment

## DEFINITIONS

### Reorganisation and Redundancy

Redundancy may occur as a result of a reorganisation. For the purposes of the Employment Rights Act 1996 an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to:

- a) the fact that his employer has ceased or intends to cease:
  - i. to carry on the business for the purposes of which the employee was employed by him, or
  - ii. to carry on that business in the place where the employee was so employed, or
  
- b) the fact that the requirements of that business:
  - i. for employees to carry out work of a particular kind, or
  - ii. for employees to carry out work of a particular kind in the place where the employee was employed by the employer, have ceased or diminished or are expected to cease or diminish.

### Affected by Change

Where it is known that an organisational change is likely to result in employees being put at risk of redundancy. There may be a reasonable time period between employees being *affected by change* and being formally declared as at risk of redundancy, to ensure appropriate consultation takes place and to allow for stage one and two of the procedure for filling posts to be completed.

### At Risk of Redundancy

Where formal consultation has taken place, feedback received has been considered and a final way forward determined. The outcome confirms the removal of their substantive post from the structure and the employee is deemed *at risk of redundancy* if there are no slotting or ring fencing options immediately available.

### Employees are Transferred out of the Organisation

Where a service transfers to a new organisation, or into the organisation, employees in that service may transfer to the new organisation under a transfer order or the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) where TUPE applies.

**PROCEDURE FOR FILLING POSTS****Stage 1: Slotting in**

Slotting in may apply where the duties and accountabilities of a post are not significantly reorganised and are substantially the same in the new and existing role, and this is the same pay band/grade. There must be only one person in the organisation who can claim they should be slotted in to the role for this to apply.

Depending upon the scale of the change, slotting in may be on a provisional basis in the first instance and subject to formal confirmation as soon as possible thereafter. The purpose of this will be to ensure safeguards are built into the process which facilitates the application of a fair approach. Employees will be notified of the outcome, including any right of appeal.

**Stage 2: Ring Fenced Competition**

Where there is more than one potential match for a post based on the criteria in Stage 1 (slotting in), the employees will be ring fenced and interviewed to decide who is slotted into the role.

Any posts which have not been filled at stage 1 will be ring fenced for eligible employees to apply for. This will be a closed round of competitive interviews for employees “affected by change” currently doing similar work at a similar level. In some circumstances the posts in the new structure may be at a higher grade. Eligible employees will be considered for an interview if they meet the essential qualifications, competence or requirements of the higher banded post(s). If the interview panel decide they meet the essential criteria or could do so within a 3 month period supported by a short term development plan they will be slotted into the post.

Where there is only one employee for one post but the grade of the post is higher this is also ring fenced competition as there will be a need for an interview process to ensure the individual has the necessary skills to undertake the role. If the interview panel decide they meet the essential or could do so within a 3 month period supported by a short term development plan they will be slotted into the post.

**Stage 3: Open Competition**

If no one from stage one or two is appointable, wider advertisement of the post will apply. Should there be national or regional guidance guiding the change (i.e. it is part of a national programme of organisational change rather than local) the initial period of open competition may include considering staff from other NHS organisations who are on an identified and agreed ‘at risk’ register. Likewise should the organisation enter into local reciprocal agreements to retain NHS employees then the agreed process will be followed to allow for priority of other “at risk” staff in different NHS organisation. If there are no candidates on the ‘at risk’ register and this stage has been exhausted, then the post can be advertised in the normal way.

## Equality Impact Assessment

<b>Title of policy</b>	Organisational Change Policy	
<b>Names and roles of people completing the assessment</b>	Ian Corbishley, HR Manager, People and OD Team	
<b>Date assessment started/completed</b>	11/09/2020	

1. Outline	
<b>Give a brief summary of the policy</b>	This policy outlines principles to manage organisational change to ensure a fair and equitable process.
<b>What outcomes do you want to achieve</b>	A clear and fair process to support staff during periods of organisational change.

2. Analysis of impact			
This is the core of the assessment, using the information above detail the actual or likely impact on protected groups, with consideration of the general duty to; eliminate unlawful discrimination; advance equality of opportunity; foster good relations			
	<b>Are there any likely impacts?  Are any groups going to be affected differently?  Please describe.</b>	<b>Are these negative or positive?</b>	<b>What action will be taken to address any negative impacts or enhance positive ones?</b>
<b>Age</b>	Yes, early retirement as a result of organisation change may be offered as an option to staff at a certain age.	Positive	The policy signposts staff considering early retirement to a specialist.
<b>Carers</b>	No		
<b>Disability</b>	Yes, reasonable adjustments must be made for disabled staff. This may	Positive	The policy provides provision to make reasonable adjustments for

	be necessary as part of the selection criteria/process for organisational change.		disabled staff.
<b>Sex</b>	No		
<b>Race</b>	No		
<b>Religion or belief</b>	No		
<b>Sexual orientation</b>	No		
<b>Gender reassignment</b>	No		
<b>Pregnancy and maternity</b>	No		
<b>Marriage and civil partnership</b>	No		
<b>Other relevant group</b>	No		
<b>If any negative/positive impacts were identified are they valid, legal and/or justifiable?</b>  <b>Please detail.</b>		The policy is applicable to all employees and adheres to the NHS Litigation Authority Standards, statutory requirements and best practice. Makes all reasonable provision to ensure equity of access to all employees. There are no statements, conditions or requirements that disadvantage any particular group of people with a protected characteristic. The policy provides a clear and equitable process for all staff.	
<b>4. Monitoring, Review and Publication</b>			
<b>How will you review/monitor the impact and effectiveness of your actions</b>		Monitoring information may be collected for staff undergoing organisational change that share a protected characteristic compared to those who don't that are:  On the risk register; Included in a ring-fenced opportunity; Slotted into a respective position; Subject to a redundancy notice Directly affected by change, compared to colleagues in their same team; Transferred out of the organisation, when compared to those who do not share the same equality characteristic	

<b>Lead Officer</b>	Ian Corbishley	<b>Review date:</b>	September 20
---------------------	----------------	---------------------	--------------

<b>5. Sign off</b>			
<b>Lead Officer</b>	Ian Corbishley		
<b>Director</b>	Sabrina Armstrong	<b>Date approved:</b>	13/01/21