



London NHS Partnership

LONDON NHS PARTNERSHIP

London Model Change Management
Policy - Principles and Procedures

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Preface

The London NHS Partnership commissioned this model Change Policy for London through a group consisting of both HR Directors and Trade Union representatives from the London Health Unions. It has recently updated in line with changes to TUPE and periods of consultation and subsequently been circulated to all HR Directors across London and Chairs and Secretaries of local staffside negotiating forums

It is recognised there will be continued major change in the NHS in London as a result of reconfigurations /system change and there is a continued need for a consistent approach to organisational change across London

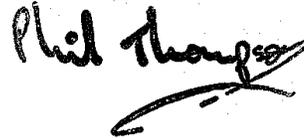
The policy cannot be imposed on organisations but it is intended that Trust Boards and local staffside negotiating forums will adopt the policy locally.

Equality Impact Assessments and risk assessments should be completed locally and the model policy will need to be agreed by Trust Boards and local staff negotiating forums. The policy does not detail specific individual procedures as these should be reviewed locally.

What we need from you at this time is to ensure you are aware and are supportive of the work underway to achieve best practice and give your consideration as to how it may be of use to your organisation during the significant changes your organisation may face.



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v1	Original draft by Capsticks
v2	Re-draft by Capsticks after comments from HR & TU subgroup meetings
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v4	Additional comments included from both HR & TU post meeting
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v6	Post local HR and Staffside review
v7	Document sent for legal review
v8	Legal review comments - Capstickd
v9	Document incorporating legal review comments

v10	Document for agreement locally
V11	Document revised /updated in line with legal changes to TUPE/periods of consultation

1. Introduction

- 1.1 The [insert name of Trust] (the “Trust”) actively manages its services so as to provide the most effective health care for patients and clients within its resources. It recognises that as a result, changes may need to be made to the Trust’s organisational requirements which may affect staffing needs.

This document has been developed so as to provide a unified approach to the issue of major organisational change by NHS organisations in London. “Major organisational changes” will include the reorganisation, relocation, merger, expansion or closure of a service, competitive tendering or outsourcing, or a major change in working practice. All such changes will be conducted in accordance with this document which incorporates best practice and legal requirements and aims to provide a framework for common understanding for managers, staff and trade unions.

2. Purpose

- 2.1 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 major change.
- 2.2 The principles and procedures support the aim of managing strategic and operational change in a way that is both supportive to staff and enhances the provision of the highest quality provision of patient care.

3. Scope

This document applies to all NHS staff employed by the Trust and will be applied consistently and equitably to all staff.

4. Definitions

For the purpose of applying the provisions contained in this document, the following definitions shall have the following meanings:

Continuous Service means full or part time employment with the Trust or any previous NHS employer provided there has not been a break of more than one week (Sunday to Saturday) between employments. This reflects the provisions of the Employment Rights Act 1996 and Agenda for Change handbook (where applicable) on continuous employment.

Reckonable Service means Continuous Service plus any service with a previous NHS employer where there has been a break of 12 months or less. At the Trust's discretion any period of employment outside the NHS which is relevant to NHS employment may be counted as Reckonable Service.

Redeployment means the transferring or recruitment of Staff At Risk into a suitable alternative post.

Ringfencing means the process by which Staff At Risk will be considered for a post in a new staffing or management structure which is similar to their current post and where there is more than one contender for that post.

Slotting In means the process by which Staff At Risk are confirmed into a post in a new staffing or management structure which is similar to their current post and where that individual is the only contender for that post. Slotting in may occur where a post is in the same band as the individual's current post or where it remains substantially the same [margin for local agreement on %] with regard to job content, responsibility, grade, status and requirements for skills, knowledge and experience.

Staff At Risk means staff whose posts may potentially be redundant as a result of organisational change if suitable alternative employment cannot be found.

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).

TULRCA means the Trade Union and Labour Relations (Consolidation) Act 1992 (as amended)

CHANGE MANAGEMENT

5. Statement and principles

- 5.1 Organisational change is driven by the business needs of the Trust. Change can be triggered either by the external environment or by an internal review of service requirements. Examples of significant organisational change include the reorganisation, relocation, merger, expansion or closure of a service, competitive tendering or outsourcing, or a major change in working practice.
- 5.2 In order to meet changing business needs more effectively, there may be occasions when managers need to implement relatively minor changes. Reasonable minor changes and adjustments to duties and working practices

may be implemented without recourse to the formal procedures in this document but will require reasonable consultation with staff affected. Any situation which may lead to redundancy will not be deemed to be a minor change.

5.3 The Trust is responsible for deciding the size and most efficient use of the workforce but in doing so is committed to the following principles for managing organisational change:

- the Trust will provide such information about the proposed organisational change as it would be in accordance with good industrial relations practice to disclose to staff and the trade unions
- staff will receive notice of any organisational change which may affect their futures at the earliest opportunity
- staff will be treated as individuals with due regard to their personal and employment circumstances and their career aspirations at all stages of the change management procedure
- staff will have the right to be accompanied by a trade union representative or workplace colleague at meetings to discuss the organisational change
- the Trust will consider all reasonably practicable steps to avoid compulsory redundancies
- staff will receive training and development, as appropriate to meet new skill requirements and where appropriate to identify new career opportunities, with funding and time to attend training and development activities given
- staff will have access to the Trust's counselling services and career support will be available as appropriate.

6. Duties and responsibilities

6.1 Staff are central to the achievement and success of organisational change. The Trust acknowledges that change can cause concern and uncertainty and should therefore be managed fairly and consistently in accordance with established good practice.

6.2 The Trust recognises the need, wherever possible, to engage staff in any change management procedure. Staff also have a role to play in this procedure.

- **Managers** are critical to the change management process and shall therefore be regularly briefed so that they are in a position to respond to the concerns of staff in their teams. In turn managers should provide information to staff and trade unions so that they are able to make meaningful contributions to the consultation process. Managers must ensure that no member of staff is discriminated against on the grounds of ethnic origin, nationality, race, disability, gender, marital or partnership status, age, religion or belief, sexual orientation or transgender status, when applying this policy. Managers should liaise with HR to ensure the Trust is not open to claims of discrimination as a result of a change management process

- **Staff** are expected to play an active role during the pre-consultation and consultation stages, in the further processes of implementation and in identifying new career opportunities

- **Trade unions** play a vital role in advising and representing staff undergoing organisational change and in working with managers to ensure that organisational change is managed with the least disruption to services to patients and in accordance with the principle of avoiding compulsory redundancies wherever possible. The Trust will formally notify the trade unions of any proposed organisational changes and will undertake consultation with them in line with legal requirements

- So as to ensure the staff side is able to fully participate in the process, which may require frequent meetings with management and in particular affected staff, the Trust will be expected to arrange paid time off facilities for agreed members of the staff side, over and above existing arrangements.

CONSULTATION

7. Purpose of consultation

7.1 In accordance with legislation and the partnership working principles of the NHS the Trust commits itself to meaningful and appropriate consultation with trade unions and staff affected by the organisational change 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. The timing and extent of consultation will be proportionate to the degree of proposed change, the number of staff affected and the impact on individuals.

7.2 The purpose of the consultation meetings with trade unions and staff will

be:

- to receive and where possible address any questions on the consultation document
- to consider any comments or views on the consultation document including any alternative proposals and costings (which the Trust shall as far as practicable make available) before determining any final decision to proceed
- to clarify any change processes and timeframes specific to the proposed organisational change exercise under discussion.

8. Consultation Procedure

8.1 Managers shall prepare a consultation document on the proposed organisational change having gathered information to support the need for change and consulted with HR as appropriate.

8.2 The consultation document may include details of the following, as appropriate:

- current situation analysis including staffing structure
- an equality impact assessment which must be completed and appended
- impact on patient care
- impact on supplementary and ancillary services
- consideration of any relevant health and safety assessment
- the need for change and the rationale behind the change
- the options that have been considered
- the proposals for change including the proposed staffing structure(s) and any location change
- the financial, staffing and workload implications of the proposals
- the number and grades/bands of staff who may be at risk of redundancy as a result of the proposal
- proposed timescale for consultation and implementation of the proposed change

- the way in which staff will be selected for posts within the new structure or transferred
- if necessary, the selection criteria for redundancy
- the measures to be taken to avoid compulsory redundancies which may include natural wastage, redeployment with retraining, or voluntary early retirement or voluntary redundancy
- details of any suitable alternative employment which may exist
- details of how this information will be disseminated to staff
- description of the consultation process, including planned meetings, timetable, how staff and representatives can respond and the deadline.

9. Time periods for consultation

- 9.1 In all cases the Trust will allow sufficient time for meaningful consultation with staff and their representatives. In exceptional circumstances where changes need to be made very quickly, the trade unions will be briefed immediately and the verbal briefing will be followed by a written brief.
- 9.2 In a collective redundancy scenario, 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 then consultation should commence at least 45 days before the first redundancy takes place.
- 9.3 Trade unions and staff may request additional information or an extension of time if this 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, and where they cannot be accommodated a reason will be given.
- 9.4 In practice most consultation exercises will require a 30 day consultation period. However, in the event of large scale change requiring a 45 day consultation process, the Trust and the trade union representatives should consider the pros and cons of extending the consultation. Factors to be considered will be as follows:

- Reasons put forward by either party for an extension beyond 45 days, particularly in relation to the extent to which original proposals have been revised as a result of the 45 day consultation – for example, changes from the original proposals may require a further short period of consultation.
- The impact of delaying the process on the staff affected and the likelihood of further redundancies being required due to a reduction in predicted savings arising from the proposed changes.
- Any extension to the 45 days consultation period must be agreed by both parties (ie staff side and management).
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10. Consultation with the trade unions

10.1 Early informal consultation with the trade unions is encouraged and should occur where possible. This is also known as pre-consultation. Meaningful pre-consultation often leads to an agreed shorter formal consultation time and greater staff satisfaction with the process.

10.2 Formal consultation with the trade unions will commence in accordance with locally agreed procedures once any informal comments have been considered and the consultation document has been finalised. This will take the form of:

- ongoing discussions with the local accredited representatives
- trade unions representing staff affected by the change should be invited to the first meeting with all affected staff and given reasonable notice to attend.

10.3 In a redundancy scenario, the information provided in writing to the trade unions shall include the following:

- the reasons for the proposals
- the numbers and descriptions of employees whom it is proposed to dismiss as redundant
- the total number of employees of any such description employed by the Trust at the establishment in question

- the proposed method of selecting employees who may be dismissed
- the proposed method of carrying out the dismissals, with due regard to any agreed procedure, including the period over which the dismissals are to take effect
- the proposed method of calculating the amount of any redundancy payments to be made (over and above the statutory redundancy payment) to employees who may be dismissed
- the number of agency workers working temporarily for and under the supervision of the Trust
- the parts of the Trust in which those agency workers are working
- the type of work those agency workers are carrying out.

10.4 During a period of change, management will ensure that trade unions are kept informed of developments and will meet with the trade unions as appropriate.

10.5 In certain circumstances, a receiving organisation may elect to carry out pre-transfer consultation in respect of proposed post-transfer redundancies. In those circumstances, the best practice principles of this policy, as well as statutory requirements (as set out in s198A TULRCA), shall apply. The key principles of a pre-transfer redundancy consultation will be as follows:

- there is to be, or likely to be, a TUPE transfer
- the receiving organisation is proposing to dismiss as redundant 20 or more employees at one establishment within a period of 90 days or less
- the employees who are to be transferred to the receiving organisation include one or more employee who may be affected by the proposed dismissals or by measures taken in connection with the proposed dismissals
- the current employer and the receiving organisation must agree in writing to the consultation commencing pre-transfer.

11. Consultation with individual staff

- 11.1 A meeting will be held with all staff affected by the organisational change to announce the proposed change and explain the consultation process which will follow.
- 11.2 Each member of staff affected by the organisational change will be provided with a copy of the consultation document. Staff who are absent from work for any reason including career breaks will be sent a copy of the consultation document at their home address/other suitable address so that they can participate in the consultation process.
- 11.3 Each member of staff will be offered the opportunity of at least one individual meeting with their manager at which they have the right to be accompanied by a trade union representative or workplace colleague. HR advisory support will also be offered. In a redundancy scenario, the meeting will be to discuss the issues set out at paragraph 15.3.
- 11.4 At the meeting, each member of staff will be invited to comment and respond to the proposals, including how they may impact on their personal circumstances. It is recognised that staff may require time to respond and may not be able to do so at that particular meeting.
- 11.5 A written record of the individual meetings will be kept and provided to the employee and their trade union representative where applicable. The record will be a note of the main points discussed at the meeting, not verbatim notes.
- 11.6 Regular updates and frequently asked questions may be circulated to staff throughout the formal consultation period. Throughout this period staff should be encouraged to discuss their concerns and queries with their line manager and trade union.
- 11.7 In addition to the individual consultation meetings, staff can be kept informed by management, team meetings, trade union meetings, email and other written communication and information supplied by the trade unions.

12. End of consultation

- 12.1 At the end of the consultation period the manager will give full consideration to all comments received from staff and the trade unions and will make a decision on the way forward. A written report will be provided to the staff and trade unions covering the change process to be followed and the timeframe. The report may include:
 - the reasons for the decision

- equality impact assessment
- any relevant health and safety assessments
- an explanation where the management decision is in conflict with the views of the trade unions representatives and staff or where the proposal has changed as a result of consultation
- identification of posts which are the same or substantially the same in the old and new structures
- arrangements for filling posts via Slotting In or Ringfencing
- selection arrangements for posts within the new structure
- measures that will be taken to avoid compulsory redundancies
- arrangements for seeking suitable alternative employment
- reference to the Trust's protection arrangements and how these will apply
- support for staff who are affected by the change, including career counselling and reasonable time off to seek other employment or undertake training
- proposed timescales for each stage of the change process.

12.2 Where redundancies are inevitable the Trust will set selection criteria for inclusion in the conclusions to consultation. These criteria should be objective, clearly defined, measurable and non discriminatory. Managers should seek advice from HR on the selection criteria to be used to ensure the Trust is not open to legal challenge. Selection criteria will be discussed, and where possible agreed, with trade unions.

12.3 In considering any measures to avoid compulsory redundancies, including requests for voluntary redundancy or early retirement, operational efficiency and service needs must be taken into consideration. If a member of staff volunteers for redundancy/early retirement, approval of the request will be subject to the needs of the service and the cost implications. Care must be taken to ensure that decisions are based on sound organisational reasons and do not breach equality legislation.

13. Support for staff

13.1 All staff affected by the organisational change will be encouraged to seek

the advice and support of their trade union. Relevant support will be provided by the Trust and may include:

- help with the production of CVs/application forms (including assistance with NHS Jobs)
- help with preparation for interviews
- careers advice
- support in developing coping strategies and stress management, with support of the counselling service
- time to meet with recognised trade union representatives to discuss the change
- further assistance to staff who are at risk of redundancy will include reasonable time off to seek other employment or undertake training
- placement on the Trust's at risk register.

13.2 Even after the change has taken place, the Trust acknowledges that staff may take some time to adjust to the change itself. Managers should remain available to staff to manage any issues that arise and support staff through the transition.

14. The process for filling posts in the new structure

14.1 There will be two stages in the process for filling posts in a new structure:

- **Stage One** takes place amongst the staff that are affected by the change. Posts in the new structure are filled either by Slotting In or by Ringfencing
- **Stage Two** is where wider competition takes place for any posts that remain vacant in the new structure following Slotting In or Ringfencing. The post can then be opened up to access by any Staff At Risk for whom the post is considered suitable alternative employment or to open competition internally and externally, in line with the normal recruitment process, where there are no such applicants.

The two stages may run in parallel but all reasonably practicable steps will be taken to avoid compulsory redundancies.

- 14.2 Job descriptions and person specifications will be produced for new posts. Jobs will be matched or evaluated in accordance with applicable national or local systems.
- 14.3 Selection criteria for all posts in the new structure (whether or not there is competition) must be non discriminatory, fair, objective, clearly defined and based on the skills and competency requirements of the post. The selection criteria must be made available with the consultation document.
- 14.4 Staff who are offered posts during Stage One will be deemed to have been offered suitable alternative employment by the Trust. This will be confirmed in writing by the manager.[This is on the basis that if staff are Slotted In or offered Ringfenced posts it will be assumed that the posts offered are suitable alternative employment and hence the consequences of refusing to accept these posts will be as per refusing suitable alternative employment.]
- 14.5 Any member of staff who is not appointed to a post in the new structure will be offered post-interview feedback, coaching or training where appropriate and has the right to appeal via local grievance procedures.

15. Staff At Risk

- 15.1 When changes in staffing levels or skill mix are proposed which will lead to a reduction in the numbers of staff employed in particular grades, occupational groups or specialties, management will identify the positions, individual staff or pool of staff who are at risk of redundancy as a result of the changes.
- 15.2 The identification of being at risk of redundancy is not a notice of redundancy.
- 15.3 Staff At Risk will be invited to a meeting(s) with their manager and trade union representative or work colleague to:
- discuss how the proposed changes affect the individual
 - explain why the individual is at risk of redundancy
 - discuss ideas for avoiding redundancy dismissals, reducing the number of Staff At Risk who are made redundant and mitigating the consequences of any redundancy dismissals
 - explore the possibility of Redeployment
 - explain the process for Redeployment

- explain the arrangements for protection of pay and terms and conditions where applicable
 - offer support and assistance
 - discuss any other relevant issues and processes which may include providing a redundancy payment estimate if requested.
- 15.4 Following the meeting, Staff At Risk will be given a letter within five working days to confirm their at risk status and the key points discussed at the meeting including answers, wherever possible, to questions raised at the meeting for which there were no immediate answers available at the time.
- 15.5 Staff At Risk will be given prior consideration for posts within the new structure where they meet the selection criteria, under Stage One of the process. Where they are selected for a new post they will normally be given the offer in writing within seven working days of the interview. Any training required will be discussed with the member of staff as part of the offer process. The appointment will be subject to a trial period.
- 15.6 In the case of significant change which spans a number of NHS organisations, the Trust will endeavour to reach an agreement with those organisations regarding the establishment of job redeployment opportunities. The agreement will contain a commitment to equality of opportunity for all staff who will then have the same access to opportunities and vacant posts with any of the organisations.
- 15.7 Staff who are not selected for a post in the new structure will be formally declared at risk of redundancy and given notice of redundancy in accordance with the contract of employment. They will continue to be listed on the Trust's at risk register.
- 15.8 There may be situations where it is necessary to give notice of redundancy in accordance with the contract of employment at the end of the consultation process.
- 15.9 Staff At Risk will be required to register with NHS Jobs and apply for posts via that medium. In addition, the Trust's HR Department should wherever possible notify staff of potential opportunities. The HR Department will use the full functionality of NHS Jobs (including "internal only" and "restricted vacancy" functionality) to support redeployment of staff at risk.
- 15.10 Staff At Risk will be given prior consideration for other posts that are or become vacant in the Trust during a specific organisational change and, subject to the arrangements regarding suitable alternative employment and trial periods, they will remain on the register until their last day of

service.

REDUNDANCY

16.1 Definition of redundancy

A member of staff may become redundant if they are dismissed and the reason for the dismissal is wholly or mainly due to:

- the fact that the Trust has ceased, or intends to cease, to carry on the activity for the purposes of which the individual was employed, or has ceased, or intends to cease, to carry out the activity in the place where the individual was employed **OR**
- the fact that the requirements of the Trust for staff to carry out work of a particular kind in the place where they were so employed, have ceased or diminished or are expected to cease or diminish.

16.2 The place of work referred to above should not be confused with the specific site or unit in which an individual works.

16.3 The HR Department is responsible for notifying the relevant Department (currently the Department for Business, Innovation and Skills (BIS)) in writing if the Trust proposes to make 20 or more staff redundant, within the terms of the legislation in force at the time. A copy of the notification form will be sent to the trade union representatives concerned. Advance notification to the relevant Department does not bind the Trust to make the employees redundant. Further information about the notification process is set out in a briefing note at Appendix 1.

17. Suitable alternative employment

17.1 Suitable alternative employment is work within the Trust that is on broadly similar terms and within the same range of skills required as the current employment where the individual meets the essential criteria of the person specification. It may be on any site operated by the Trust subject to travel considerations. Staff At Risk will be given prior consideration for suitable posts in line with their skills, experience and capabilities and where appropriate will receive protection of pay.

17.2 A post may be considered as suitable alternative employment if it is banded on the same band as the staff member's current post, or the next higher or lower band.

- 17.3 In considering suitable alternative employment priority will be given to staff with permanent contracts or staff with fixed term or temporary contracts who have in excess of one year's Continuous Service with the Trust.
- 17.4 Following identification of potentially suitable posts at either Stage One or Stage Two, individual Staff At Risk will be offered the position in writing and be given a copy of the job description/person specification and a deadline of at least five working days within which to apply. In some circumstances e.g. annual leave and other types of leave, this period may be appropriately extended. During this period the individual may meet with the appropriate manager informally to discuss their interest.
- 17.5 If the individual is offered the post, this will be treated as an offer of suitable alternative employment and a trial period will apply.
- 17.6 Staff who unreasonably refuse an offer of suitable alternative employment may lose their right to a redundancy payment.

18. Trial periods and training

- 18.1 A trial period will only apply to Staff At Risk and where a formal offer of suitable alternative employment has been made.
- 18.2 The purpose of a trial period is for both the manager and the individual to assess the suitability of the post as alternative employment.
- 18.3 Where staff have the potential ability but not the immediate experience to undertake full duties of the role, they will be provided with appropriate skills development/training. This will be provided when it is reasonable, practical and cost effective and where the member of staff demonstrates a willingness to learn and can apply the new skills within an agreed timeframe.
- 18.4 The trial period will normally last for four weeks but may be extended by mutual agreement where a member of staff requires additional training and development.
- 18.5 If the trial period is unsuccessful, as determined by the individual and/or the manager concerned, redundancy arrangements will apply as from the date when the original contract of employment will terminate. Until the end of their notice period Staff At Risk will be considered for other suitable alternative employment if available which will be subject to the same arrangements including a trial period.

19. Change of location

If, as a result of organisational change, there is a requirement to move staff from their normal place of work to another location within the Trust and this results in increased travel costs to and from work, staff may be reimbursed their extra daily travelling expenses in accordance with the Trust's *Expenses Policy and Procedure*.

20. Redundancy arrangements

20.1 A member of staff will have their contract of employment terminated on the grounds of redundancy if no suitable alternative employment can be found or if a trial period is unsuccessful.

20.2 The terms under which a redundancy payment and/or early retirement benefit are payable are summarised below:

- to qualify for a redundancy payment/early retirement benefit the individual must have:
 - a contract of employment with the Trust; and
 - at least 2 years' (104 weeks) Continuous Service within the NHS
- a redundancy payment takes the form of a lump sum, dependent on the employee's Reckonable Service at the date of termination of employment
- the lump sum is calculated on the basis of one month's pay for each complete year of Reckonable Service, subject to a minimum of 2 years' Continuous Service and a maximum of 24 years Reckonable Service (i.e. the maximum payable is 24 months)
- early retirement on the grounds of redundancy is available, subject to the employee:
 - being a member of the NHS Pension Scheme;
 - having at least 2 years' Continuous Service and 2 years' pensionable membership; and
 - having reached the minimum pension age in accordance with the relevant NHS Pension Scheme arrangements.
- Some staff may be subject to locally-agreed contractual arrangements in respect of redundancy which will need to be honoured.

20.3 Staff will not be entitled to redundancy payments/early retirement on the grounds of redundancy if they:

- are dismissed for reasons of misconduct

- at the date of the termination of the contract have obtained without a break, or with a break not exceeding four weeks, suitable alternative employment with the Trust or other NHS employer
- unreasonably refuse to accept suitable alternative employment with the Trust or another NHS employer
- leave their employment before expiry of notice, except if they are being released early
- are offered a renewal of contract with the substitution of a new employer for the Trust.

Staff whose employment is subject to TUPE or Retention of Employment Model (ROE) transfer will not be redundant and therefore will not be entitled to redundancy payments/early retirement on the grounds of redundancy.

For further information please refer to Part 3, Section 16, of *Agenda for Change: NHS Terms and Conditions of Service Handbook* and the NHS Pension Scheme early retirement booklet or seek further advice from the Trust's HR department or your trade union.

20.4 The manager will liaise with HR in order to obtain details of redundancy entitlements and other aspects of the redundancy process. The manager will provide, in writing, the individual and their trade union representative with the following details:

- the number of weeks' notice, in accordance with the contractual notice period
- the effective date of the redundancy, which will also be the last day of service
- the number of days' outstanding annual leave, where applicable, to be paid in lieu
- the amount of redundancy payment/enhanced pension benefits that will be paid, where applicable
- what efforts will be made to assist the individual in seeking suitable alternative employment during the notice period
- what support is offered during the notice period e.g. help with job search, CV and interview preparation

- what work the individual will be expected to undertake during their notice period
- that reasonable time off with pay will be given to seek and prepare for alternative work
- that early release will normally be given, unless there are compelling service reasons to the contrary, if the individual is successful in obtaining other employment outside the NHS and wishes to take this up during the notice period; the date of early release will then become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment
- the right of appeal against selection for redundancy or the terms of the redundancy.

21. Protection arrangements

21.1 The *Protection of Pay and Conditions Policy and Procedure* is in place in order to support staff who, as a result of organisational change, are required to move to a new post which would entail a reduction of earnings and certain terms and conditions of employment.

21.2 These arrangements provide for:

- **short term protection** of certain conditions of employment where they have been a regular requirement of the previous post, e.g. overtime, shift work, hours of work, annual leave
- **long term protection** of basic pay, including high cost area supplement.

21.3 Pay protection will apply for the agreed periods as set out in the *Protection of Pay and Conditions Policy and Procedure* or until the member of staff moves voluntarily to a new post within the Trust.

TUPE

22. Transfers of services and staff

22.1 Where there is a proposal to transfer services and staff to a different employer, there will be consultation with the trade unions at the earliest opportunity. This will be a minimum of 30 days (unless otherwise agreed) and where 100 or more staff are affected will be 45 days where reasonably practicable.

- 22.2 When services are transferred from one organisation to another in line with TUPE or by virtue of a Transfer Order under the relevant NHS legislation, which mirrors TUPE, the employment of staff who are assigned to the services which are being transferred will transfer to the new organisation. TUPE applies in contracting out scenarios, retendering, where services are brought back into the NHS, and in relation to the transfer of undertakings.
- 22.3 All the terms and conditions within the transferring employee's contract of employment (including contractual policies and procedures) will transfer with them and should not be changed as a consequence of the transfer.
- 22.4 In some limited circumstances, the supervision and management responsibility of staff (but not their employment) may be transferred to another organisation under what is known as the Retention of Employment (ROE) model. This model applies almost exclusively in relation to PFI Schemes where catering, security, portering, cleaning and laundry services are affected. Under this model, staff will be seconded from the NHS (under the auspices of the Community Care Act 1990) to work for the Private Service Provider. The terms of the secondment agreement will be reviewed and agreed with the staff who will be affected. Following publication of The National Health Service Pension Scheme (Amendment) Regulations 2014 the Department of Health has committed to the phasing out of ROE. It is therefore the general expectation that ROE should not ordinarily be available in relation to future transfers.
- 22.5 Where staff have responsibilities spanning more than one NHS organisation or more than one service, discussions will take place with the individual, their trade union representative and the organisations concerned to determine how best their continuing employment should be managed. The options in this situation might be that the individual will transfer to one organisation with an agreement to provide services to the other(s), or have more than one contract of employment, or, in exceptional circumstances, to be declared at risk.
- 22.6 In all of these circumstances, for the purposes of the consultation that will be carried out, the manager will identify the services, posts and individual staff that will transfer or be affected in accordance with the obligations of TUPE or under the ROE (secondment) model and shall write to the staff affected and the trade unions informing them of the intention that staff will transfer, the implications of the transfer and any measures which will be taken in connection with the transfer.
- 22.7 The manager will then hold one-to-one meetings with individual staff and their trade union representative to discuss the implications of the transfer, measures to be taken in connection with the transfer, answer any concerns or queries, discuss possible options if appropriate and consider

personal circumstances. These discussions will be documented and confirmed in writing. Every possible support will be given to staff to understand the reasons for and implications of the transfer and to ensure they have the necessary information with which to prepare themselves.

- 22.8 Formal notice of a transfer will be issued as long before the date of the transfer as possible in order to comply with the obligations of TUPE and this policy. The Trust will make every effort to give up to 3 months' notice of a transfer, where possible. Where 3 months' notice is not possible because, for example, of the timing of external announcements or decisions of approval, a shorter notice period will be provided after consultation with the **[joint consultation committee]**.

23. Appeals, complaints and joint agreements

- 23.1 Appeals against the selection criteria for redundancy or the decision to dismiss an employee by reason of redundancy will be heard in accordance with the Trust's *Appeals Procedure*. The decision of the Appeal panel will be final and there will be no further opportunity for recourse to the Grievance Procedure.
- 23.2 In the event of a complaint about misapplication of the *Change Management Principles and Procedures*, which is not covered in paragraph 24.1, this will be dealt with in accordance with the Trust's Grievance Procedure.

25. Associated local documentation

Protection arrangements
Appeals procedure
Expenses Policy and Procedure
Template business case
Template letters etc
Equality impact assessment forms