

## HUMAN RESOURCES POLICY

## CHANGE MANAGEMENT POLICY

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### Policy Validity Statement

This policy is due for review on the latest date shown above. After this date, policy and process documents may become invalid. Policy users should ensure they are consulting the currently valid version of the documentation.

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## Policy Summary

The Clinical Commissioning Groups (CCGs) aim to provide all employees with the highest possible level of employment security. However service development and the need to continually improve organisational effectiveness will sometimes necessitate changes to staffing levels, structures, roles and ways of working. In these circumstances the CCG is committed to ensuring the change is managed in a way that is sensitive, consistent, fair and in line with statutory requirements and best practice.

### 1. Introduction

- 1.1 The CCG actively manages its services so as to ensure the provision of the most effective health care for patients and customers within its resources. It recognises that as a result, changes may need to be made to the CCG's organisational requirements which may affect staffing needs.
- 1.2 "Major organisational changes" will include the reorganisation, relocation, merger, significant expansion or reduction of a function, 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 CCG'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 CCG, including those who are seconded out to another organisation and will be applied consistently and equitably to all staff. It does not apply to staff employed elsewhere and seconded into CCG (those staff are the responsibility of their substantive employer) or to agency 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 CCG 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 CCG'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.

**Ring-fencing** 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 (usually defined as 75% the same) with regard to job content, responsibility, grade, status and requirements for skills, knowledge, experience and location.

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

**Staff Affected by Change** means staff who may be affected by the change e.g. change of line manager, changes to responsibilities but are not at risk of redundancy

**TUPE** means the Transfer of Undertaking (Protection of Employment) Regulations 2006.

**COSOP** means Cabinet Office Statement of Practice. National NHS guidance should be referred to if COSOP applies.

## **CHANGE MANAGEMENT**

### **5. Statement and principles**

- 5.1 Organisational change is driven by the business needs of the CCG. Change can be triggered either by the external environment or by an internal review of organisational 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 line with our NHS people plan the CCG will make all reasonable steps to ensure an employee's mental health and wellbeing is supported through any organisational change.
- 5.3 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. Early informal discussions with Staff Side representatives would be necessary prior to the decision not to apply formal procedures. Any situation which may lead to redundancy will not be deemed to be a minor change.

5.4 The CCG 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 CCG 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
- the CCG will work in partnership with the Trade Union and Staff Organisation representatives from an earliest stage as possible
- 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.
- requests by the employee for additional support at any individual meetings should be considered e.g. where disability is involved and familiarity with the impairment or the individual or specialist input would be beneficial.
- the CCG 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 CCG's counselling services and career support where available.

5.5 Staff will be considered against their substantive post and contractual arrangements.

## 6. **Duties and responsibilities**

6.1 Staff are central to the achievement and success of organisational change. The CCG 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 CCG will engage with Staff Side and consult 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 contractual status, caring responsibilities, any protected characteristic as defined by the Equality Act e.g. 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 have had formal training in Equality and Diversity. As a minimum all managers involved in managing a change process will have had coaching/development on the operation of this procedure and the associated equality and diversity issues.
- Managers should liaise with HR to ensure the CCG is not open to claims of discrimination as a result of a change management process and should be mindful of the need to consider making reasonable adjustments at the job design stage, when considering the suitability of alternative employment for an individual and in the arrangements for filling posts.
- 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 and in accordance with the principle of avoiding compulsory redundancies wherever possible. The CCG will formally notify the trade unions of any proposed organisational changes and will undertake consultation with them in line with legal requirements.

## **CONSULTATION**

### **7. Purpose of consultation**

7.1 In accordance with legislation and the partnership working principles of the NHS, the CCG 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 CCG 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
- impact on service/business
- impact on other areas / 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.

8.3. The consultation document will include an equality impact assessment.

## 9. **Time periods for consultation**

9.1 In all cases the CCG 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 commence for a period of no less than the statutory time scales:

- where 20 - 99 redundancies are proposed then 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

## 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 within the minimum timescales above 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 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 CCG 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 (reference NHS Terms and Conditions Handbook: para 16)
  - 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.
- 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.

## 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 maternity leave, sickness absence, secondment to another organisation, career breaks etc. 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 to support the process including engaging with manager, staff member and staff representatives. 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 as appropriate by management, team meetings and briefings, newsletters, 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 should (where appropriate) include:

- the reasons for the decision
- 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 Ring-fencing
- 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 CCGs 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.
- equality impact assessment

12.2 Where redundancies are inevitable the CCG 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 CCG is not open to legal challenge. Selection criteria will be discussed, and agreed, with trade unions.

Under normal circumstances, staff will be selected on the basis of their relevant skills, experience and qualifications to undertake the remaining jobs, as assessed through formal interviews held in accordance with CCG selection procedures. However there may be occasions where additional selection criteria are agreed with the trade unions during the consultation process, such

as for example,

- Conduct and performance (as evidenced through the disciplinary and performance review records)
- Attendance records (due regard will be had to the causes of absence and the equality impact of use of this criterion)

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. All efforts will be made to mitigate redundancies (reference para 15)

### 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 CCG and may include:

- help with the production of CVs/application forms (including assistance with NHS Jobs)
- help with preparation for interviews
- 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 CCG's at risk register.

13.2 Even after the change has taken place, the CCG 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 three 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 Ring fencing.

**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 (usually defined as 75% the same) with regard to job content, responsibility, grade, status and requirements for skills, knowledge, experience and location.

**Ring-fencing** 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.

- Stage Two is where any posts that remain vacant in the new structure following Stage 1 will be opened up to access by any staff on the CCG at risk register for whom the post is considered suitable alternative employment. This may include posts a lower pay band, in which case pay protection might apply). Priority will be given to employees who are in a redundancy notice period over employees who are on the register for other reasons e.g. pay protection.
- Stage 3 is where vacancies are advertised internally and/or externally, in line with the normal recruitment process.

The three stages may run in parallel but all reasonably practicable steps will be taken to avoid compulsory redundancies. Priority will be given to employees that are affected by the change.

- 14.2 Job descriptions and person specifications will be produced for new posts. Jobs will be matched or evaluated in partnership in accordance with the national NHS job evaluation scheme.
- 14.3 In cases of workforce re-profiling the principles of Annex 23 Agenda for Change Terms and Conditions shall be applied.
- 14.4 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.
- 14.5 Staff who are offered posts during Stage One will be deemed to have been offered suitable alternative employment by the CCG. This will be confirmed in writing by the manager. [This is on the basis that if staff are Slotted In or offered Ring-fenced 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 Employees shall have the right to appeal during Stage One against the decision to be chosen to slot/not to slot into a post or for selection or non-selection to a ring-fenced pool. Employees shall have 5 working days from the date of the letter (ref para 14.4) to submit an appeal in writing to the manager. The appeal shall be considered by an independent manager equal to or above the change

manager and shall be responded to within 5 working days from receipt of the letter.

14.6 Employees should only be turned down for posts where they fail to meet the essential criteria or where others in the at risk pool are considered to meet the requirements better (the fact that there may be better candidates in the external labour market is not a reason for non-selection). 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 in line with the agreed criteria (reference para 12.2). Staff who are acting up will be placed in the pool relating to their substantive post.

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 CCG 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 CCG'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 suitable posts within the NHS. The Recruitment Service 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 CCG 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.
- 15.11 Special provision is made in law where an employee's job becomes redundant while he or she is absent on maternity or adoption leave; the employee is entitled to be offered any suitable alternative vacancy before the existing contract ends, in preference to employees who are not absent on such leave.

## **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 CCG 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 CCG 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 HR Department is responsible for notifying the relevant Department (currently the Department for Business, Innovation and Skills (BIS)) in writing if the CCG 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 CCG to make the employees redundant.

## 17. **Suitable Alternative Employment**

17.1 Suitable alternative employment will be an equivalent post defined in terms of pay, working hours, status, grade, duties and responsibilities, location and location allowances. It must be suitable to the individual's personal circumstances, skills and experience. It may be on any site operated by the CCG subject to individual 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.

Where there are insufficient numbers of vacant posts within the CCG, the Human Resources Team will endeavour to identify suitable redeployment opportunities within the wider NHS and draw these to the attention of the staff.

Staff are reminded that under Agenda for Change terms and conditions an unreasonable refusal to accept suitable alternative employment offered by the CCG, or another NHS employer, will mean that they are not entitled to a redundancy payment. (See section 20.3 of this policy and AfC Section 16).

17.2 In considering suitable alternative employment priority will be given to staff with a Contract of Employment with the CCG.

17.3 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.

17.4 If the individual is offered the post, this will be treated as an offer of suitable alternative employment and a trial period will apply.

17.5 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 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 this will be subject to the same arrangements including a trial period.

## 19. **Change of location**

- 19.1 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 CCG on a temporary or permanent basis and this results in increased travel costs to and from work, staff may be reimbursed their extra daily travelling expenses for a period of 4 years from the date of transfer in accordance with paragraph 17.17 & 17.25 of the Agenda for Change Terms and Conditions handbook.

## 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 CCG; 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)
  - for those earning less than £23,000 per year (full time equivalent), the redundancy payment will be calculated using notional full-time annual earnings of £23,000, pro-rated for employees working less than full

time.

- for those earning over £80,000 per year (full time equivalent) the redundancy payment will be calculated using notional full-time annual earnings of £80,000, pro-rated for employees working less than full time. No redundancy payment will exceed £160,000 (pro-rata).
- 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.
- In some circumstances tax benefit may be applied to the payments. Individuals should source independent financial advice.

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 CCG or other NHS employer
- unreasonably refuse to accept suitable alternative employment with the CCG 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 CCG

20.4 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.

20.5 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 CCG's HR department or your trade union.

20.6 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 Protection of Pay Policy provisions will be put 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 Pay protection will apply for the agreed periods as set out in the Pay Protection Policy or until the member of staff moves voluntarily to a new post within the CCG. Each CCG will apply their own local pay protection policy or the previous PCT policy will apply (NHS North of Tyne HR12 Organisational Change Policy)

## **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.
- 22.2 When services are transferred from one organisation to another in line with TUPE or by virtue of a Transfer Order under the National Health Service Act 1977, 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 and where the services are brought back into the NHS.
- 22.3 All the terms and conditions within the transferring employee's contract of employment (including relevant policies and procedures) will transfer with them and should not be changed as a consequence of the transfer.
- 22.4 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 if their employment should transfer. 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.
- 22.5 In all of these circumstances, for the purposes of the consultation that will be carried out, the manager will identify the functions, posts and individual staff that will transfer or be affected in accordance with the obligations of TUPE 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.
- 22.6 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.
- 22.7 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 CCG 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 Partnership Forum.

## 23. **Appeals, complaints and joint agreements**

- 23.1 Appeals against the decision to or not to slot into a post and selection or non-selection of ring-fenced pooling is set out in paragraph 14.5
- 23.2 Appeals against the selection criteria for redundancy or the decision to dismiss an employee by reason of redundancy or against the offer of a suitable

alternative post will be heard in accordance with the CCG's Disciplinary Policy. The decision of the Appeal Panel will be final and there will be no further opportunity for recourse to the Grievance Procedure.

- 23.3 In the event of a complaint about misapplication of the Change Management Policy and Procedure in the way that the consultation or redeployment processes have been handled will be dealt with in accordance with the CCG's Grievance and Dispute Policy.

## **24 Monitoring and Review**

- 24.1 This policy is intended to be non-discriminatory, promote fairness and equity in the treatment of individuals and good employee relations. Use and compliance of this policy will therefore be monitored by the HR Department, the Partnership Forum and reported to the Executive Team. Quarterly workforce monitoring reports to the Executive Team will include reporting on all incidences of use of this policy and procedure, any redundancies and the selection criteria used. Reporting of redundancies and down-gradings will be against all equality strands.

- 24.2 The policy and procedure will be reviewed periodically by Human Resources in conjunction with operational managers and Trade Union representatives. Where review is necessary due to legislative change, this will happen immediately.

- 24.3 The implementation of this policy will be audited on an annual basis by CCG Leadership Team and reported to the CCG Transition Team on a six monthly basis.

## **25. Equality Statement**

- 25.1 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, gender, 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.

- 25.2 An Equality Analysis has been carried out on this policy – Appendix 1. Every CCG Management of Change proposal is subject to a separate Equality Analysis.

## **26 Data Protection**

- 26.2 In applying this policy, the Organisation will have due regard for the UK General Data Protection Regulation (UK GDPR) tailored by the Data Protection Act 2018 and the requirement to process personal data fairly and lawfully and in accordance with the data protection principles. Data Subject Rights and freedoms will be respected, and measures will be in place to enable employees to exercise those rights. Appropriate technical and organisational measures will

be designed and implemented to ensure an appropriate level of security is applied to the processing of personal information. Employees will have access to a Data Protection Officer for advice in relation to the processing of their personal information and data protection issues.

## **27. Associated Documentation**

The following documentation is linked to this policy:

- HR11 Grievance Policy
- HR34 Travel and Expenses Policy
- HR28 Redeployment Policy
- Pay Protection Policy
- Agenda for Change Handbook

## **MOST RELEVANT NHS CONSTITUTION RIGHTS, PLEDGES, DUTIES & EXPECTATIONS**

### **28. Staff Rights**

“Can raise an internal grievance and if necessary seek redress, where it is felt that a right has not been upheld”

“Be involved and represented in the workplace”

-To consultation and representation either through the Trade Union or other staff representatives in line with legislation and any collective agreements that may be in force

“Be treated fairly, equally and free from discrimination”

-You have a right to employment protection in terms of continuity of service for redundancy purposes if moving between NHS employers as specified in your contract of employment

### **29. Staff Pledges**

“The NHS commits to engage staff in decisions that affect them and the services they provide, individually, through representative organisations and local partnership working arrangements. All staff will be empowered to put forward ways to deliver better and safer services for patients and their families”

### **30. Staff Legal Duties**

- To act in accordance with the express and implied terms of your contract of employment
- Not to discriminate against patients or staff and to adhere to equal opportunities and equality and human rights legislation
- To protect the confidentiality of personal information that you hold unless to do so would put anyone at risk of significant harm
- To be honest and truthful in applying for and carrying out that job.

### **31. Expectations**

- You should aim to maintain the highest standards of care and service
- You should aim to take up training and development opportunities provided over and above those legally required of your post

## Appendix 3 Equality Impact Assessment

<p><b>What impact will the new policy/system/process have on the following:</b></p>
<p><b>Age - Consider and detail age related evidence. This can include safeguarding, consent and welfare issues</b></p> <p>Appropriate methods of communication of the Policy have also been carefully considered to ensure they reach all ages of the workforce. Email and the internet can be accessed by all users in the workplace.</p>
<p><b>Disability - Consider and detail disability related evidence. This can include attitudinal, physical and social barriers as well as mental health/ learning disabilities</b></p> <p>The disability status of the workforce across the region is unknown therefore relevant tools could be made available to volunteers that potentially do have a disability that the organisations are unaware of. The policy should be able to be communicated in alternative methods as required for those with a disability and/or visual impairment such as braille, large font, interpreters etc.</p>
<p><b>Gender reassignment (including transgender) - Consider and detail evidence on transgender people. This can include issues such as privacy of data and harassment.</b></p> <p>The policy does not include content or vocabulary that could cause offense or discriminate against any volunteer members who have undergone or are undergoing gender reassignment or that identify as transgender.</p>
<p><b>Marriage and civil partnership - Consider and detail evidence on marriage and civil partnership. This can include working arrangements, part-time working, caring responsibilities.</b></p> <p>The content of this policy does not include content or vocabulary that discriminates against volunteers that may be married or in a civil partnership.</p>
<p><b>Pregnancy and Maternity - Consider and detail evidence on pregnancy and maternity. This can include working arrangements, part-time working, caring responsibilities.</b></p> <p>The policy does not discriminate against volunteers that are currently pregnant or on maternity leave and can be accessed while on maternity leave or any other leave of absence via the organisation's website.</p>
<p><b>Race - Consider and detail race related evidence. This can include information on difference ethnic groups, Roma gypsies, Irish travellers, nationalities, cultures, and language barriers.</b></p> <p>The policy does not include vocabulary or content that discriminates against volunteers on the grounds of race.</p>

**Religion or belief - Religion is defined as a particular system of faith and worship but belief includes religious and philosophical beliefs including lack of belief (e.g. Atheism). Generally, a belief should affect your life choices or the way you live for it to be included in the definition.**

The policy does not discriminate against volunteers that hold any particular religion or belief.

**Sex/Gender - Consider and detail evidence on men and women. This could include access to services and employment.**

The Policy does not discriminate between volunteers based on gender. .

**Sexual orientation - Consider and detail evidence on heterosexual people as well as lesbian, gay and bisexual people. This could include access to services and employment, attitudinal and social barriers.**

The content of this policy and vocabulary used does not discriminate against volunteers based on their sexual orientation.

**Carers - Consider and detail evidence on part-time working, shift-patterns, general caring responsibilities.**

The content of this policy and vocabulary used does not discriminate against volunteers who have carer responsibilities.

**Other Identified Groups and Health Inequalities - Consider and detail evidence on groups experiencing disadvantage and barriers to access and outcomes. This can include different socio-economic groups, geographical area inequality, income, resident status (migrants, asylum seekers). What is the potential impact of your work on health inequalities?**

Other groups have been considered however as the policy is for volunteers there are no additional impacts on health inequalities.

**Alternative formats of this policy will be provided on receipt of individual request.**