

# Management of Organisational Change Guidance

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## 1. Introduction

This is the Trust's Management of Organisational Change Guidance which supports our **Management of Organisational Change Policy** and should be read in conjunction with this Policy.

Worcestershire Acute Hospitals NHS Trust acknowledges that the work environment is continually changing; adapting to new projects and advancements to improve quality, efficiency, and outcomes for everyone. The purpose of the policy and this guidance is to provide a framework and structured approach to enable organisational change to be managed in a systematic and fair manner, minimising the risk of redundancy, and balancing the needs of colleagues and the Trust. The approach to organisational change is designed to ensure service delivery continues with as little interruption as possible.

## 2. Definitions of Organisational Change

Organisational change refers to any change that may have an impact on individuals (or groups) with regards to their terms and conditions of employment or where changes are likely to result in workforce reduction (redeployment or redundancy). This requires both informal discussions with colleagues/recognised Trade Unions at the earliest opportunity and a formal consultation in line with statutory requirements and Trust policy.

Possible examples of organisational change (this is not an exhaustive list) could be: -

- Restructure in a department resulting in an impact on the nature of colleague's responsibilities and/or banding/pay.
- Changes to working hours e.g. traditional 9-5 to evening/weekend working.
- Changes that would involve downgrading to a lower banded post.
- Cessation of the provision of an activity.
- Closure or transfer of a department or ward to a different site or organisation.

## 3. Other Definitions

**Redundancy** – the ending of an individual's employment wholly or mainly because of one of two factors:

- That the Trust has ceased or intends to cease carrying on the business or providing the service in which the individual was employed; or has ceased or intends to cease carrying on that business or providing that service in the place where the individual was employed; or
- That the requirements of the Trust for an individual to carry out work of a particular kind, or in the place where the individual was employed has ceased or diminished or are expected to cease or diminish.

**TUPE** – Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 protects an individual's employment status and terms and conditions of employment on transfer to a new employer.

**Staff at Risk of Redundancy** - Any colleague, whose post, as a result of the proposed organisational change is determined to be at risk of redundancy.

**Mutually Agreed Resignation Scheme (MARS)** - This is not a redundancy or voluntary redundancy but a form of voluntary severance which has been developed nationally with the aim of increasing the flexibility to address periods of change and service redesign.

**Short-term pay protection** – Relates to payments which form a regular or contractual part of a colleague's job including hours of work.

**Long-term pay protection** – Long-term protection of basic wage or salary used where downgrading to a lower band post is involved.

**Downgrading** – Occurs when the post is on a lower band than the previous post.

**Protectable earnings** – The monthly sum due in respect of basic hours worked by a colleague, within the standard working week. This is based on an average calculated over a 12-week period immediately preceding the first day of appointment in a new post.

**Basic wage or salary** – Is the monthly sum due in respect of basic hours worked by a colleague, within the standard working week.

**Reckonable Service** – for the purposes of an NHS redundancy payment, means continuous full-time or part-time employment with the present or any previous NHS employer but with the following additions:

- Where there has been a break in service of 12 months or less, the period of employment prior to the break will count as reckonable service.
- Periods of employment as a trainee with a general medical practitioner, in accordance with the provisions of the Trainee Practitioner Scheme, will count as reckonable service.

The following employment will not count as reckonable service:

- Employment that has been taken into account for the purposes of a previous redundancy, MARS, or loss of office payment by an NHS employer.
- Where the employee has previously been given pension benefits, any employment that has been taken into account for this purpose.

**Continuous Service with the Trust** – for the purposes of pay protection this means the length of continuous service with this organisation without a break of more than 1 week.

**Mark Time** – means a colleague will be entitled to retain their salary at the rate they were on at the time protection comes into effect or until such time as their new salary exceeds the

protection. During the protection period there will be no entitlement to increments or pay awards.

**Redeployment** – The transferring or recruitment of ‘at risk’ colleagues into a suitable alternative post.

**Redeployment Register** - This is a protected area on NHS Jobs which enables affected colleagues to be considered for suitable vacancies before the post is advertised internally or externally. The register will be regularly reviewed by Human Resources.

#### **4. Accountability Framework (Roles & Responsibilities)**

Worcestershire Acute Hospitals NHS Trust recognises its contractual responsibilities in relation to all aspects of managing organisational change and its responsibilities to consult with colleagues and their unions within agreed and appropriate frameworks.

Overall responsibility for this Policy rests with the Trust Board. Operational responsibilities are delegated as follows:

##### **4.1 Executive Directors:**

The lead Executive Director for this Policy will be the Chief People Officer. In addition, all Executive Directors will be responsible for ensuring that:

- All colleagues are informed of the terms of the policy and the procedures that apply to them.
- The policy is implemented and operated effectively within their department.
- Managerial action is fair, equitable and reasonable in all circumstances and is monitored effectively.
- Managers receive appropriate training, support and advice necessary to discharge their responsibilities under this policy appropriately.

##### **4.2 Divisional Directors:**

Divisional Directors will be responsible for ensuring that:

- The policy requirements are observed within their area of responsibility.
- Line Managers have received any training and support necessary to discharge their responsibilities under this policy appropriately.
- They fully understand and are aware of the proposed change and its implications.
- They sign off the Change Proposal document before discussion takes place at JNCC Sub-group meetings.
- The appropriate level of consultation and engagement from colleagues takes place at the appropriate time.
- The consultation outcome is agreed before managers provide this detail back to colleagues.

## **4.2 Managers:**

Managers carry responsibility for:

- The development of effective workforce plans in accordance with service requirements.
- Developing and producing the business case for change and preparing a consultation document explaining the rationale and detail for the proposed changes, the process that will be followed and timescales. These should include costings, savings and where funding will be diverted to or from.
- Developing any new job descriptions as part of the consultation process.
- Seeking approval at Divisional Director level on the proposed change and ensuring further discussions take place during the consultation period.
- Effectively and fairly implementing and operating this policy and associated procedures and guidelines within their department, and ensuring those on maternity leave, career breaks, secondments and long-term sickness at an early stage are included.
- Ensuring colleagues are signposted to and have access to the Trust Well-being pinwheel and associated support.
- Timely and effective communication and engagement with colleagues and recognised trade unions.
- Consider and review feedback from colleagues during consultation period.
- Implementing changes, with due consultation in a fair and consistent manner.
- Meeting with affected colleagues regularly to offer support, advice, feedback, and guidance to those affected by change.
- Reviewing vacancies within their Directorate and the Trust.
- Working in partnership with Trade Union representatives to resolve issues arising during the organisational change process.
- Monitor and evaluate the change.

## **4.3 Human Resources Department**

The Human Resources Department will:

- Provide information and guidance regarding the interpretation and application of this policy and associated procedures and guidelines.
- Provide appropriate support and guidance to managers when planning for, implementing and managing service developments that will result in organisational change.
- Monitoring and reviewing organisational change outcomes to ensure processes are applied fairly and effectively.
- Maintain a Redeployment Register of colleagues who have been declared at risk of redundancy to ensure that relevant posts are ring fenced to them in the first instance.

- To undertake in partnership with JNCC representatives a quarterly review of pay protection.

#### **4.4 Recognised Trade Union Representatives**

- Provide timely and effective communication and engagement with managers, HR representatives and colleagues.
- Advising and supporting members and managers on the application of the policy.
- Monitoring and reviewing organisational change in partnership with HR and managers to ensure that processes are applied fairly and transparently.
- Working in partnership with management to resolve issues.
- Representing their members throughout the consultation and management of change process.
- To undertake in partnership with HR a quarterly review of pay protection via JNCC.

#### **4.5 Colleagues**

Colleagues will be responsible for working with managers on any organisational change programme, being involved and engaged in the process by:

- Adhering to the Management of Organisational Change policy and guidance.
- Engaging in meaningful consultation about the nature and impact of the proposed change.
- Proactively looking at the restricted access section of NHS jobs when they are on the redeployment register.
- Applying for suitable alternative posts.
- Not unreasonably refusing suitable alternative employment.
- Keeping their manager updated with developments or changes such as job offers, requests for time off for interviews etc.

#### **4.6 Payroll Department**

Payroll will be responsible for:

- Providing timely and accurate information when requested relating to redundancy/pensions calculations.
- Producing pay protection calculations to individuals on request, or managers.

### **5. Principles of the Policy**

- The Trust has a guiding principle of keeping the need for compulsory redundancies to a minimum. To ensure that all considerations have been made, any proposed redundancies will need the relevant Executive Director and the Chief People Officer' approval.

- The Trust will ensure measures are in place to treat colleagues affected by organisational change fairly and equitably. The Trust is committed to ensuring all colleagues are treated with sensitivity at all times and that their confidentiality is maintained throughout.
- The Trust will seek to introduce, and effect change by agreement, fostering a collaborative environment where colleagues and their union representatives can suggest, influence, and actively participate in the change process. The application of the policy needs to balance the need for organisational change, in compliance with employment legislation and good practice, whilst making every effort to minimise disruption to services and reduce stress and anxiety for colleagues, whilst maintaining their engagement and commitment.
- The Trust will engage in meaningful consultation and meet its statutory obligations to consult affected colleagues and other interested parties in open dialogue. This engagement will enable a range of views and concerns to be expressed and considered to inform decision making and help build consensus.

## **6. Consultation Process with Affected Colleagues**

An initial meeting will take place with the recognised Trade Unions to inform them of the proposed changes and provide them with all the appropriate information using the [Change Proposal Discussion Document](#).

A [Group Consultation Meeting](#) will be arranged with the affected colleagues concerned and their union/staff representatives as a group, or a number of smaller groups. Colleagues will receive an invitation letter, a consultation pack, and a copy of the change proposal document 7 calendar days in advance of the meeting taking place.

The purpose of this group meeting with colleagues will be for the line manager to state the reasons why the change is occurring and to describe the intended benefits for the patients, staff, department or organisation and to provide honest and open feedback to enhance the success of the change programme. During this meeting, colleagues are also informed that they are entitled to have an individual 1:1 meeting if they choose.

The purpose of the individual meetings (if required) will be for the line manager to consult on the proposed changes and to provide the opportunity for further discussion, support, and advice; to explore the implications for individual colleagues, ascertain the colleagues' views and to consider their options and preferences for the future.

Colleagues will be offered the opportunity to be represented by their trade union representative or accompanied by a work-based colleague at the individual meeting. It will be the colleague's responsibility to arrange this support and inform the manager in a timely manner.

Every effort must be made to ensure that the management of change programme is not unnecessarily held up. This can be facilitated by managers working in partnership with unions thereby keeping union representatives fully informed of potential group meetings.



All discussions during individual meetings will be documented and confirmed in writing within 7 calendar days of the meeting to all relevant parties by the line manager.

In addition to the Trust’s commitment to commence consultation on proposed organisational changes at the earliest opportunity, the formal consultation period should be preceded by a period of communication/engagement.

Managers should be prepared to adjust their proposal if they are presented with a suitable alternative recommendation which achieves the desired outcome by a different means.

After the consultation period, the manager will consider the views submitted, and any suitable alternative options which may achieve the desired outcome by a different method and give feedback to staff/ their trade union representatives on whether it has been possible to amend the proposed changes or not. Managers should explain the business reasons why a view has been accepted or rejected.

Any colleague who has a grievance relating to the way the process has been handled, or any other aspect of management of change, can invoke the Trust’s Grievance procedures.

## 7. Statutory Consultation

The Trust has a legal requirement to undertake collective consultation if it is proposing to dismiss as redundant 20 or more colleagues over a period of 45 days or less as set out below:

NUMBER OF POTENTIAL REDUNDANCIES	STATUTORY CONSULTATION PERIOD
<b>Fewer than 20 colleagues</b>	No legal requirement
<b>20 – 99 colleagues</b>	30 days before the first dismissal takes effect
<b>100 or more colleagues</b>	45 days before the first dismissal takes effect

For fewer than 20 colleagues, there is no statutory consultation period however this should not prevent managers from undertaking a consultation process with colleagues in line with good practice which would normally be 30 days.

This consultation period may be less if all parties agree that it is appropriate to progress the changes sooner.

The consultation must take place with a view to reaching agreement with colleagues and their appropriate trade union representatives and must include discussion about ways of avoiding the redundancies, reducing the numbers to be dismissed and mitigating the consequences of any redundancies. Consultation should be completed before any redundancy notices are issued.

Consultation with the Trusts recognised trade unions and affected colleagues must precede any public announcement of any redundancy programme. The consultation will include ways of:

- Avoiding redundancy, i.e. considering other options.

- Reducing the number of colleagues to be made redundant e.g. recruitment and vacancy management controls.
- Mitigating the consequences of redundancy by providing help, support, and advice to affected colleagues.

The Trust is also required to disclose certain information to the appropriate representatives in writing. It must disclose:

- The reasons for the proposals.
- The numbers and descriptions of colleagues it proposes to make redundant.
- The total number of colleagues of that description who may be made redundant.
- The proposed method of carrying out the redundancies, including the period over which they are to take effect.
- The proposed method of calculating the amount of any redundancy payments, other than statutory redundancy pay, to be made to colleagues who are made redundant.

If the Trust is proposing to make 20 or more colleagues redundant it is obliged to notify the Secretary of State in writing of its proposal via an HR1 form [Redundancy payments: Form HR1 - advance notification of redundancies - GOV.UK \(www.gov.uk\)](http://www.gov.uk/government/forms/hr1-advance-notification-of-redundancies).

## **8. Redundancy**

### **8.1 Procedure for avoiding compulsory redundancy.**

The Trust will seek to maintain the highest degree of employment security for all colleagues affected by organisational change and ensure compulsory redundancies are minimised and considered only as a last resort.

The following are examples of measures the Trust will put into place to try to achieve this:

- Workforce controls and efficiencies such as controls on overtime.
- Restrictions on substantive recruitment by holding vacancies, and use of fixed term contracts.
- Ring Fencing Arrangements.
- Redeployment.
- Suitable Alternative Employment.
- Protection of Pay Arrangements.
- Trial Periods.
- Voluntary programmes.

### **8.2 Workforce Controls and efficiencies**

To mitigate the potential need for redundancies the Trust will in the first instance look to control vacancies, particularly in the groups/pay bands of affected colleagues and will make these available to colleagues 'at risk' whose skills and experience is suitable (Please refer to the [Redeployment Framework](#) which is available on the Intranet).

Other areas for consideration would be the reduction or elimination of overtime and a review of fixed term and temporary contracts should be undertaken. Managers should seek advice from HR prior to taking a decision to terminate an individual's contract due to the need to consider the requirements of the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2000 and any potential implications of non-renewal.

The Trust may also consider voluntary requests from colleagues who may wish to reduce their hours of work or apply for flexible working arrangements, which would result in a reduction of hours and pay.

In addition, the Trust will review the use of agency, bank and locum and/or contractors.

### **9. Ring Fencing Arrangement.**

Ring fencing arrangements will be used to appoint to posts in the revised or new service from the group of affected colleagues. Identification of posts and colleagues employed within the ring fence will be undertaken by comparing the current post(s)/job descriptions with the revised or new post(s) to determine the degree of job match between the individual and the post. The factors to be considered will be:

- Comparison of the roles and responsibilities.
- Current and proposed banding.

Once the ring fence is determined, selection to the revised or new posts will take place using the following processes:

- Expressions of interest.
- Automatic slotting in.
- Competitive slotting in.
- Open competition.

**Expressions of interest:** Where new posts are established these will be restricted in the first instance to colleagues directly affected by the change, who have not been the subject of automatic or competitive slotting in. Those affected will be asked to identify which of the posts available they would prefer to be considered for. A selection process will then take place. Colleagues who are on long term absence such as maternity leave, career break or sickness will be included in the ring fence.

**Automatic slotting in:** e.g. appointment without selection will be used where the post in the revised or new service is substantially similar to the existing post and where there is no competition e.g. there is at least the same number of posts available to people affected.

The decision will be based on a review of the requirements of the new and old posts, to assess if they are fundamentally the same. The elements that will be reviewed will include:

- The key duties and responsibilities.
- The percentage of time spent on duties/tasks.
- The position within the structure.
- The number and level of staff reporting into the new and old post.
- The terms and conditions, including job banding.

Individuals will still be required to meet the essential criteria contained in the job description and person specification.

**Competition slotting in:** This will be used where the posts in the revised or new service are similar to existing posts and/or where there are fewer available posts than colleagues potentially affected by the change. The identifiable group will be 'ring fenced' so that only the colleagues potentially affected (at risk) are considered for the available posts. Colleagues who are on long term absence such as maternity leave, career break or sickness will be included in the ring fence.

**Open competition:** Posts in the revised or new structure which are not filled through ring fencing arrangements will then be recruited to by open competition, according to the Trust's normal recruitment process.

## **10. Pay Protection**

The Trust has determined the arrangements that will apply to safeguard the pay and conditions of service of colleagues with at least 12 months' continuous service, who are affected by organisational change. Protection arrangements are designed to support successful organisational change in providing suitable alternatives to redundancy, which safeguard pay for a defined period to enable a period of adjustment.

This will apply to any colleague who, because of organisational change, is required by the Trust to:

Move to an alternative post where earnings are lower due to either a change in band affecting basic pay, or loss of enhanced payments, or both.

Reduce the contracted hours while continuing in the existing post or new post.

There will be no entitlement to pay protection where the reduction of band or enhancement is related to:

- A colleague seeking, of their own volition, redeployment to a lower band or a different pattern of work.
- A redundancy payment being made.
- An acting up or temporary re-banding reaching an agreed end or finishing early.
- The ability or competence of the colleague to perform the duties of their existing band.
- The colleague being redeployed following ill health.

Pay protection will cease if:

- The colleague moves on their own application to another post at the same band as the protected band or lower.
- At any time, the earnings of the new post are equal to or exceeds the protected earnings.

Protection of regular earnings is conditional on the colleague continuing to undertake (with reasonable notice) any regular overtime, shift work, hours or other additional duties that were in place prior to the protection where they are relevant to the band of the post.

Earnings in the new post will be off set against protectable earnings. This means that where overtime is undertaken additional payment will only be made when the protected earnings are exceeded.

Where a colleague is already on previous protection and is then protected again under this policy, their previous protected earnings will be used to calculate regular earnings.

The Trust will seek during the period of the protection, to find a suitable alternative job at a level commensurate with the protected band. It is a condition of protection that a colleague does not unreasonably refuse such alternative employment.

The Trust will seek during the period of the protection to help and support the colleague to seek and obtain a suitable alternative job at the level of the original pay band. The colleague can ask to be placed on the redeployment register during the period of protection for this purpose (please refer to the Redeployment Framework).

**Pension** – Members of the NHS Pension Scheme whose pensionable earnings are reduced by organisational change, may be entitled to protect their pensionable pay. Members of staff affected in this way are advised to seek advice from SBS Pensions on 0303 123 1144 and via the SBS Pensions website [www.nhsbsa.nhs.uk/pensions](http://www.nhsbsa.nhs.uk/pensions).

## **11. Trial Periods**

A colleague who is under notice of redundancy has a statutory right to a trial period of four weeks in an alternative job where the provisions of the new contract differ from the original contract. Colleagues who have been identified as “at risk” of redundancy but have not been officially given notice will also be afforded this trial period. The trial period begins when the colleague commences in the new post and ends 4-weeks after the date on which the colleague starts work under the new contract.

The purpose of the trial period is to give the colleague and the manager a chance to decide whether the new post is suitable without affecting the right to a redundancy payment. This period allows both the colleague to confirm they accept the post and the new manager to ensure that the colleague can meet the required standard.

A trial period can be extended, for example for the purpose of retraining a colleague, by means of a written agreement between the Trust and the colleague. The agreement will

specify the date on which the trial ends and sets out the terms and conditions after the trial period ends.

If the colleague works beyond the end of the 4-week period, or the jointly agreed extended period, any redundancy entitlement will be forfeited because the colleague will be deemed to have accepted the new employment. Managers should communicate this to the colleague when the alternative job offer is made.

If the manager wishes to end the contract before the end of the 4 weeks for a reason connected with the new post, the colleague will preserve the right to a redundancy payment under the old contract. If the dismissal is due to a reason unconnected with redundancy e.g. dismissal for misconduct, the employee may lose that entitlement.

## **12. Voluntary Programmes**

As an option to minimise the likelihood of compulsory redundancies, the following measures may also be considered but these would be at the sole discretion of the Trust and subject to the overall operational requirements of the service, including the level affordable by the Trust.

### **Voluntary early retirement**

The earliest age you can apply for retirement will depend upon the Pension Scheme you belong to and when you commenced pensionable employment. Choosing to take early retirement will mean that your benefits are reduced on a sliding scale dependent upon the scheme you are in and your age when you retire. The earliest age that any NHS Employee can gain access to their pension is 50, however in the 2008 pension scheme, the earliest age is 55. There may be some staff in the 1995 scheme who can take their pension benefits at 55 without reduction, this does not apply in all cases. Further details and information of this may be obtained by contacting SBS Pensions on 0303 123 1144 and via the Pensions website at [www.nhsbsa.nhs.uk/pensions](http://www.nhsbsa.nhs.uk/pensions).

### **Voluntary redundancy**

Where voluntary measures are considered, this will normally be identified as part of the consultation process, to confirm the eligible staff group, approval process and timescales. In the first instance requests for expressions of interest in voluntary redundancy may, after consultation, be sought from either the colleagues affected by change or a wider group across the organisation, if the change is on a large scale, with a view to creating vacancies to facilitate staff transfers.

### **Mutually Agreed Resignation Scheme (MARS)**

This is not a redundancy or voluntary redundancy but a form of voluntary severance which has been developed nationally with the aim of increasing the flexibility to address periods of change and service redesign.

MARS schemes support the Trust by creating job vacancies which can be filled by redeployment of colleagues from other jobs or as a suitable alternative job for those colleagues' facing redundancy.

See section 20 of the NHS Agenda for Change & Terms & Conditions of Service Handbook for further details.

### **13. Compulsory Redundancy**

Compulsory redundancy is the option of last resort and requires Chief People Officer approval. Where there are still colleagues 'at risk' following exploration of all of the measures to minimise the effects of organisational change, compulsory redundancy may be implemented.

#### **13.1 Selection for Redundancy**

Where compulsory redundancies are necessary the Trust will aim to handle these in the most fair, consistent, and sympathetic manner possible.

The Trust will take steps to agree the pool of colleagues and the criteria for selections with recognised Trade Unions as part of the consultation process. The pool will include all those whose contracts include the work which is now diminishing.

Criteria for selecting colleagues for redundancy will be developed and may include the following:

- **Qualifications** – qualifications can be used for selection purposes if they are of value to the organisation and are necessary for the function of the role. However, careful consideration should be taken when individuals, who although not holding formal qualifications, have attained the relevant skills and competencies for the role via experience.
- **Knowledge, skills, and experience** – the approach is to identify the competencies required of the post as measured by the person specifications (or KSF) and to assess each individual against the requirements. Evidence may be gained from PDR's as well as from line manager assessment.
- **Attendance/absence** – consideration of attendance over a specified time period e.g. previous 3 years can be used for selection purposes. Care needs to be taken that this does not disadvantage certain groups of staff and therefore absences due to pregnancy or those related to an individual's disability should be excluded.

The selection procedures may be based on a points system. However, to ensure fairness, more than one person must determine the selection of individuals.



### **13.2 Formal Notice of Redundancy**

Once formal consultation has taken place, which could range from anything from 30 days up to 45 days, formal notice of redundancy will be given to colleagues who have been notified that they are 'at risk' of redundancy and have failed at this stage to secure suitable alternative employment.

A meeting will be convened at which the colleague will have the right to be accompanied and will be advised that they are being given formal notice at this time. The colleague will be advised of the reasons for the redundancy, the length of their notice period, any redundancy pay entitlements and the further support and assistance which may be provided. In addition, colleagues will be given their right to appeal against the decision to make them redundant.

The amount of notice to be given will normally be in accordance with the individual's statutory notice period (subject to the statutory minimum of 1 week for each year of service with a minimum of 4 weeks and a maximum of 12 weeks.) However, this may be longer to take into account an agreed implementation date of the change.

Normally colleagues will be expected to work their notice period, however, where the individual requests otherwise the Trust shall, unless there are compelling service reasons to the contrary, release such employees at their request on a mutually agreed date. That date shall become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment.

During this notice period, every effort will continue to be made by the Trust to secure suitable alternative employment and therefore avoid the need to dismiss on the grounds of redundancy and likewise the colleague should continue to make all reasonable efforts to secure a suitable alternative role in order not to forfeit their entitlement to any redundancy payments.

Written confirmation will be sent to the colleague within 7 calendar days of this meeting.

### **13.3 Entitlements to Redundancy Pay**

Colleagues who have completed 2 years (104 weeks) reckonable service with the NHS will be entitled to a redundancy payment if they are dismissed on grounds of redundancy. Calculation of redundancy pay will be paid in accordance with national terms and conditions (see **section 16** of the Agenda for Change: NHS Terms and Conditions Handbook).

The following employment will not count as reckonable service for redundancy as stated in Paragraph 16.6 of the Agenda for Change NHS Terms and Conditions Handbook:

- employment that has been taken into account for the purposes of a previous redundancy, or loss of office payment by an NHS employer.



- where the colleague has previously been given NHS pension benefits, any employment that has been taken into account for the purposes of those pension benefits.

Colleagues will not be entitled to a redundancy payment if they:

- have unreasonably refused to accept or apply for a post which the organisation deems as suitable alternative employment with the same or another NHS employer (see section 13.4).
- At the date of the termination of the contract have obtained without a break, or with a break in service not exceeding four weeks, suitable alternative employment with the same or another NHS employer.

### **13.4 Suitable Alternative Employment**

Colleagues who unreasonably refuse to apply for or accept an offer of suitable alternative employment may not be entitled to any redundancy payment. “Reasonableness” concerns whether individuals, taking into account personal circumstances, were being reasonable in refusing the offer.

The following factors should be taken into consideration when offering redeployment:

- **Pay** - Where possible the alternative post should be at the same band as the old post. However, a post which is one band below the old post may be deemed to be suitable (pay protection may apply).
- **Knowledge, training, and experience**
- **Hours of work** - Individual circumstances should be taken into account when considering suitable alternative.
- **Status** - A post may be deemed unsuitable if it results in significant loss of status.
- **Location** - Whilst establishing the suitability of a post, consideration should be given to the degree of disruption likely to be caused by a change of location and any additional expense incurred. Any increase in travelling time should be considered in relation to the health and domestic circumstances of the colleague.
- **Working environment** - This may be especially important for those colleagues who suffer a health complaint or physical disability.
- **Personal Circumstances** – e.g. caring responsibilities.
- **Pension Arrangements: Special Class Status** – If the individual is a member of the 1995 Section of the NHS Pensions Scheme, whether the individual would retain Special Class Status within the new post should be considered.
- **Pension Arrangements: Mental Health Officer Status** - If the individual is a member of the 1995 Section of the NHS Pensions Scheme, whether the individual would retain Mental Health Officer Status within the new post should be considered.

#### **14. TUPE - Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014**

When services are transferred from one organisation to another, in line with current legislation, colleagues engaged wholly or almost wholly within the transferring service will normally transfer to the new organisation. Any such transfers will be subject to the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014, which protect an individual's employment status and terms and conditions of employment on transfer to a new employer.

Consultation will be on going but formal notice of the proposed transfer will normally be issued 3 months prior to the date of transfer. Where this is not possible because, for example, the timing of external announcements or decisions of approval, a shorter notice period will be negotiated with recognised Trade Unions.

For further guidance on managing situations that potentially fall under Transfer of Undertakings legislation please contact the HR Advisory Team.

#### **15. Excess Mileage**

Where colleagues have to travel greater distances from home to their new permanent base as a consequence of organisational change process, they will be reimbursed any excess mileage at the Trust's public transport rate for a maximum period of 2 years.