

Organisation Change and Redundancy Policy

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South Lincolnshire Clinical Commissioning Group

Version control sheet

ASSISTANCE WITH THE APPLICATION OF THIS POLICY AND UPDATES

This policy has been prepared so as to reflect the law as at 1 October 2014. The policy will require periodic review to reflect subsequent changes to the law. Changes to employment law have generally been made on 1 February, 1 April and 1 October in any given year.

For advice and assistance in relation to the application of this policy and to obtain updates please contact:

Your line manager in the first instance or Commissioning Support Unit Human Resources Business Partners.

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ORGANISATION CHANGE AND REDUNDANCY POLICY

1. POLICY STATEMENT

- 1.1 It is the responsibility of South Lincolnshire CCG to determine at any time the workforce required to provide services to the local population and to meet its business objectives.
- 1.2 This policy outlines the principles that South Lincolnshire CCG will adopt when managing situations of change within the workplace. South Lincolnshire CCG wish to maintain job security and continuity of employment for all its employees. However, there may be occasions when, for a variety of reasons, some jobs are affected by change and in some cases this may result in redundancy.
- 1.3 The overriding aim of the policy is to ensure that valuable skills, knowledge and experience are retained within South Lincolnshire CCG. South Lincolnshire CCG recognises and accepts its responsibilities to provide job security for its employees as far as possible. The CCG is committed to the principle of minimising the necessity for redundancy and by consultation and negotiation to ensure the highest level of job security for employees.
- 1.4 South Lincolnshire CCG is committed to promoting equality of opportunity in employment and undertakes to treat all employees fairly at each stage of the process.
- 1.5 This policy has been agreed and implemented following consultation with the Partnership Working Forum.

2. PRINCIPLES

- 2.1 South Lincolnshire CCG is committed to creating as stable a working environment as possible and to be fair and consistent in its treatment of its employees by means of effective and efficient management of work force planning.
- 2.2 This Policy must be read and applied in conjunction with NHS Agenda for Change (AfC) Terms and Conditions of Service Handbook.
- 2.3 South Lincolnshire CCG recognises the need for equality and diversity within the workforce and promotes equality and diversity issues and awareness. In accordance South Lincolnshire CCG's Equality and Diversity policy, this procedure will not discriminate, either directly or indirectly, on the grounds of 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. It takes into account the provisions of the Equality Act 2010 and advances equal opportunities for all. All documents relevant to the organisational change and redundancy process reflect the requirements of the Equality Act 2010.

3. AREA FOR IMPLEMENTATION

- 3.1 This policy is designed to support and advise all managers and employees through the inevitable process of change and service improvement, to make any transition as seamless as possible. It should also enable managers to consider a range of alternatives where posts may be affected which may include different ways of working, redeployment and, as a last resort, redundancy. This will enable us to meet our legal, contractual and moral obligations, ensuring that employees are able to respond positively to the continuous demands placed upon them as they face health care provision changes. The CCG may check the impact of change by appropriate monitoring including equality and diversity.
- 3.2 The principle of employee involvement as reflected in this policy applies to all change processes within the CCG which have an impact upon the employment, working arrangements of working practices of employees. The following examples of organisational change are provided as a guide and do not represent an exhaustive list:
- Departmental restructuring due to changes in service delivery.
 - Rationalising duties in response to technological development.
 - Withdrawal of funds for services which have a direct impact on employees' roles.
 - Transfer of services either into or out of the CCG.
 - Service development resulting in expansion.
 - The development of new roles as part of workforce modernisation.
- 3.3 This policy applies to employees affected by organisational change and/or who are 'At Risk' of redundancy, including those who are at the end of fixed term contract. This policy does not apply to redeployment on disciplinary grounds.
- 3.4 This policy also applies to employees who are being redeployed because they are 'At Risk' for reasons of ill health or performance. For such employees this policy should be used in conjunction with the Attendance Matters and Management of Unsatisfactory Work Performance Policies as appropriate.
- 3.5 Very Senior Managers and Directors have different contractual terms that express different arrangements from those described within this policy.
- 3.6 For Medical and Dental Employees, this policy must be read in conjunction with their own terms and conditions (if applicable to the CCG).

4. ORGANISATIONAL ACCOUNTABILITY

4.1 Policy Sponsor – Commissioning Support Unit

- 4.1.1 The Policy Sponsor is responsible for the ongoing maintenance and compliance with current and new legislation.
- 4.1.2 Where it is clear that redundancies may be necessary, there are statutory requirements under employment law concerning the provision of information to and consultation with appropriate representatives. It is the responsibility of the Commissioning Support Unit (with appropriate support from HR) to ensure that these statutory requirements are met.

4.2 Employee's Role

- 4.2.1 To make themselves familiar with the provisions of this policy. Employees should speak to their line manager if they are not sure about any part of the process outlined.

4.3 Manager's Role

- 4.3.1 Liaise with GEM CSU HR as a source of expertise, guidance and information.
- 4.3.2 To act in a fair, supportive and equitable manner.
- 4.3.3 To consult regarding changes to role/delivery of service.
- 4.3.4 To support individuals as they work their way through the process.
- 4.3.5 To undertake individual or collective consultation as required.
- 4.3.6 Assist in compliance with the Equality Act 2010 and other related statutory instruments.

4.4 Staff Partnership/Trade Union/Professional Organisation Representatives Role

- 4.4.1 Maintain detailed knowledge of the procedures set out in the policy in order to provide informed advice to members involved in organisational change.
- 4.4.2 Represent, advise and support employees throughout the process.
- 4.4.3 Liaise with management at all stages of the process to ensure compliance with statutory requirements and local frameworks.
- 4.4.4 To participate in case reviews at the end of the process to identify learning in respect of the individual case and highlight any beneficial policy improvements.

- 4.4.5 Assist in compliance with the Equality Act 2010 and other related statutory instruments.
- 4.4.6 To be engaged and represent employee's during collective consultations and negotiations relating to this policy.

4.5 GEM CSU HR Role

- 4.5.1 Answer questions on policy and practice.
- 4.5.2 Provide advice and support throughout the process.
- 4.5.3 To participate in case reviews at the end of the process to identify learning in respect of individual cases and highlight any beneficial policy improvements.
- 4.5.4 Support the Commissioning Support Unit to meet the statutory requirements under employment law concerning the provision of information to and consultation with appropriate representatives.
- 4.5.5 Assist in compliance with the Equality Act 2010 and other related statutory instruments.
- 4.5.6 To facilitate and manage the 'At Risk' process.

5. INTENDED USERS

- 5.1 This policy applies to all employees employed by South Lincolnshire CCG with the exception of employees in the identified exclusions section of the policy (section 3).
- 5.2 The Manager leading the organisational change should consider any employee within their team that is on secondment to another team or organisation and any employee on long term sickness, maternity or any other long term leave to ensure that they are consulted with in line with this policy.

6. DEFINITIONS

- 6.1 See Appendix A.

7. DUE REGARD

- 7.1 In applying this policy, South Lincolnshire CCG 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.

7.2 South Lincolnshire CCG have demonstrated due regard as evidenced in sections: 2.3, 3.4, 4.3.6, 4.4.5, 4.5.5, 5.2, 9.3.6, 9.4.5, 9.5.7, 9.8.10, 9.9.9, 9.9.13, 9.10.1, 9.10.14, 9.12.6, 9.12.7 and 10.1.

8. REFERENCES AND ASSOCIATED DOCUMENTATION

8.1 Supporting Policies for South Lincolnshire CCG employees

Equality and Diversity Policy
Pay Protection Policy
Flexible Working Policy
Grievance Policy
Attendance Matters Policy
Management of Unsatisfactory Work Performance Policy

8.2 Supporting Documents

The Fixed-term Employees (Prevention of Less Favourable Treatment Regulations (2002)
Information and Consultation Regulations 2004
TULR (Consolidation) Act 1992
TUPE 1981/2006/2014
Employment Rights Act 1996
Employment Act 2002/2008
Agenda for Change – Section 16
ACAS – Handling Redundancy 2009
Equality Act 2010
Department of Health Guidance 2003
Individual Trade Union Guides
Cabinet Office Statement Of Practice

9. FULL DETAIL OF POLICY (INCLUDING RESULTS OF IMPACT AND RISK ASSESSMENTS)

9.1 Making Change Happen

9.1.1 The Plan:

There needs to be a systematic process (see appendices D, E and F for templates and flow charts relating to major change programmes) which may need to be modified as events unfold, and should consider the following questions on the 'What', the 'Why' and the 'How' as a series of prompts;

- What needs to change and how?
- Why is the change being proposed?
- Which areas and staff groups will be affected?
- What is the proposed timescale and mix of meetings in order to achieve timely change?
- How will the plan be communicated to employees?

- What are the plans for staff or re-deployment options?
- What support is available for employees and managers during the change process?
- How will the achievement of the objectives be evaluated?
- Are there clear roles and responsibilities for achieving the plan at each stage of the change process?

9.2 Engaging with Employees

9.2.1 **Partnership working** takes place in an involving culture, where managers and staff organisation representatives work in partnership to liberate the knowledge, skills and commitment of staff to improve patient care.

9.2.2 **Employee involvement** is about involving employees in all decisions that affect their working lives and the healthcare that they deliver to patients.

(Ref DoH 2003)

9.3 Informal Consultation and Employee Involvement

9.3.1 There is not always a need for a formal approach including consultation documents, but there is a need to work in partnership with Staff Partnership/Trade Union/Professional Organisation Representatives to ensure that all employees fully appreciate the need for change and the scope of that change. It is essential for managers to consult with Staff Partnership/Trade Union/Professional Organisation Representatives early on in the process. This should enable discussion to focus on which process should be applied. Discussions may include, but are not exhaustive:

- Changes to staffing requirements
- Arrangements for redeployment/transfer of displaced employees
- Recruitment of additional employees
- Required change to shift patterns, location, hours, ways of working
- Grade/band implications
- Application of relevant protection/redundancy arrangements
- Training and re-training needs
- Health and Safety implications
- Risks to service

9.3.2 Once the need and scope of change has been discussed, management and Staff Partnership/Trade Union/Professional Organisation Representatives will organise informal meeting(s) with the employees affected to ensure that there is a clear understanding of the case.

9.3.3 The meeting(s) will seek views and alternative suggestions and identify potential issues. This meeting does not need a formal paper but will require the facts and proposals to be clearly communicated to all the employees identified and affected. This may be by presentation and discussion, but in practice it is recommended that the key points are put in writing.

- 9.3.4 Where there is a general acceptance by those employees affected by the change, it may be possible to agree the change at the meeting(s), in which case clear implementation plans should be agreed. In practice it is likely that there need to be some minor changes, in which case a further clarification meeting may need to take place to finalise the implementation arrangements.
- 9.3.5 In circumstances where the informal approach does not achieve agreement either through the partnership discussions or the employee meeting(s) the process will move to formal consultation.
- 9.3.6 Throughout this process employees absent from work on long term sickness, maternity leave, other long term leave or secondment should be consulted with in the same way.
- 9.3.7 Employees who are on Fixed Term Contracts (FTC) or acting up should be consulted with paying attention to their different circumstances; advice should be sought from GEM CSU HR for these groups.

9.4 Formal Consultation

- 9.4.1 A formal and concise consultation document will be produced (see appendix F) in partnership which will clearly outline the need, scope and timescale taking into consideration outcomes from previous discussions.
- 9.4.2 This will be followed by a series of agreed group meetings and 'one to ones' (see appendix H). The mix and configuration will depend on the circumstances at the time. Following on from these meetings management and Staff Partnership/Trade Union/Professional Organisation Representatives will jointly consider any comments and will agree the final implementation plan. The plan will also make reference to formal representation being available for employees affected and any collective agreements applicable. As individuals may be affected the plan may need adjustment around the discussion of alternative courses of action.
- 9.4.3 Where the proposals are being piloted, this needs to be made clear within the plan and during the consultation process. The consultation process will need to be repeated prior to full implementation.
- 9.4.4 Where there is a potential that there will be a reduction in headcount and people could be 'At Risk' sections 9.5-16 of this policy should also be considered; all employees are entitled to be represented by a recognised Staff Partnership/Trade Union/Professional Organisation Representatives or workplace colleague when subject to any of the arrangements arising from this policy at any stage of the proceedings.
- 9.4.5 Throughout this process, employee's absent from work on long term sickness, maternity or adoption leave, other long term leave or secondment should be consulted with in the same way.

9.4.6 Employees who are on Fixed Term Contracts (FTC) or acting up should be consulted with, paying regard to their different circumstances; advice should be sought from HR for these groups.

9.5 Relocation of Employees due to Service Reconfiguration

9.5.1 Decisions regarding the redeployment of employees may be necessary from time to time to ensure appropriate service delivery underpinned by South Lincolnshire CCG's strategic direction. Appropriate consultation with employees and their representatives will take place as soon as possible in these situations and employees proposals made clear where redeployment is deemed necessary.

9.5.2 All affected employees will be informed in writing of the proposals and how the changes may affect them individually.

9.5.3 In the case of reconfigurations where permanent reallocation of employees is proposed the following criteria will be applied in the redeployment decision making process:

- The establishment and funding;
- The skill mix requirement;
- The service delivery requirements to ensure appropriate patient care/service delivery;
- The personal preference of the employee concerned.

NB: The criteria will be applied in the above order to minimise disruption to the quality of care provided to patients but with consideration and respect of genuine employee need.

9.5.4 In cases involving permanent reallocation to a different area of the NHS, the individual will be seen by their Line Manager and the appropriate Human Resource Business Partner.

9.5.5 Employees who cannot be allocated to a post of their choice will be seen by their Line Manager to explain the reasons for the decision.

9.5.6 Employees who have been affected by a contractual change will be issued with a new Contract of Employment or an amendment to contract as appropriate.

9.5.7 Throughout this process, employee's absent from work on long term sickness, maternity leave, other long term leave or secondment should be consulted with in the same way.

9.5.8 Employees who are on Fixed Term Contracts (FTC) or acting up should be consulted with, paying attention to their different circumstances; advice should be sought from GEM CSU HR for these groups.

9.6 Redundancy

- 9.6.1 The Employment Rights Act 1996 defines redundancy as occurring where:- 'the fact that the employer has ceased or intends to cease to carry on that business for the purposes of which the employee was employed' or 'the employer has ceased or intends to cease to carry on that business in the place where the employee was employed', or 'the fact that the requirements of the business for employees to carry out work of a particular kind, or for them to carry out that work in the place where they were so employed, have ceased or diminished or are expected to cease or diminish'.
- 9.6.2 In all cases the CCG would need to have a substantial 'business' reason as to why the requirement for work had ceased or diminished.
- 9.6.3 Managers should not discuss any proposed or contemplated redundancies with employees or Staff Partnership/Trade Union/Professional Organisation Representatives before contacting GEM CSU HR. This is to enable the CCG to comply with statutory obligations due to the Department for Business Innovation and Skills (BIS) and the local staff side organisations.

9.7 Measures to Avoid or Minimise Redundancy

- 9.7.1 The CCG will make every effort to avoid or minimise the number of compulsory redundancies by working in partnership with employees, Staff Partnership/Trade Union/Professional Organisation Representatives and organisations to consider the following options :-

- Managing turnover and natural wastage
- Application of vacancy controls
- Reducing/increasing the use of temporary, bank and agency staff
- Reducing levels of overtime
- Considering early retirements for eligible staff
- Where reasonably possible, redeploying and / or retraining staff for suitable alternative posts
- Exploring opportunities for voluntary redundancies
- Re-organising/redistributing the workload

- 9.7.2 If all these options are exhausted, the next steps are outlined in Section 9.8.

9.8 Consultation for Redundancy

- 9.8.1 South Lincolnshire CCG is committed to full consultation at the earliest opportunity with appropriate representatives with a view to seeking agreements on avoiding redundancies and the consequences for employment. Where necessary, special consultative arrangements will be set up, during which an open and transparent approach will take place concerning the provision of information. Appropriate representatives will be entitled to any reasonable level of information required for consultation as soon as possible, including the reasons for changes, projected benefits to

service users, cost implications, benefits realisation and the projected timetable and the number of and type of employees affected.

- 9.8.2 All employees are entitled to be represented by a recognised Staff Partnership/Trade Union/Professional Organisation Representatives or workplace colleague (not acting in a legal capacity) when subject to any of the arrangements arising from this policy at any stage of the proceedings.
- 9.8.3 Management will consult with individuals whose posts are potentially 'At Risk' of redundancy and their appropriate Staff Partnership/Trade Union/Professional Organisation Representatives as far in advance of the proposed termination date as possible. An appropriate timescale will be agreed and the CCG will not impose any unnecessary time limits but will comply with the minimum legal requirements detailed as follows. A consultation template is provided at Appendix H for individual meetings.
- 9.8.4 If dismissals are proposed consultations with recognised Staff Partnership/Trade Union/Professional Organisation Representatives or elected representatives must start at least 45 days before for 100 or more employees and 30 days before for 20-99 employees.
- 9.8.5 For less than 20 employees, employees will be notified in writing as early as possible that redundancy is being contemplated. At least one individual consultation meeting will be held at which the employee will be entitled to representation.
- 9.8.6 South Lincolnshire CCG are required to provide 30 days written notification to the Secretary of State for Business, Innovation and Skills if more than 20 employees are to be made redundant at one establishment within a period of 90 days or less (90 days if 100 or more employees are to be made redundant within a period of 90 days or less). No notification is required for less than 20 employees.
- 9.8.7 Where it is clear that redundancies have to be declared, there are statutory requirements under employment law concerning the provision of information to and consultation with appropriate representatives. It is the responsibility of the [insert the name of the sponsor] to ensure that these statutory requirements are met.
- 9.8.8 South Lincolnshire CCG will disclose to the Staff Partnership/Trade Union/Professional Organisation Representatives in writing:
- The reasons why an employee may become redundant;
 - 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 employer at the establishment in question;
 - The proposed method of selecting employees who may be dismissed;
 - The proposed method of carrying out the dismissals, including the period over which the dismissals are to take effect;

- The proposed method of calculating the amount of any redundancy payment;
- Any statutory information required under the Transfer of Undertakings Regulations.
- Information provided will be in compliance with the Data Protection Act 1998 and Statute requirements.

9.8.9 Managers and a member of the GEM CSU Human Resources will interview affected employees individually to ensure that they are fully informed regarding the workforce reduction required and other organisational changes; to inform them of their employment rights; to discuss any individual problems and to discuss and identify the most acceptable place and type of alternative employment.

9.8.10 Throughout this process, employee's absent from work on long term sickness, maternity leave, other long term leave or secondment should be consulted with in the same way.

9.8.11 Employees who are on Fixed Term Contracts (FTC) or acting up should be consulted with, paying attention to their different circumstances; advice should be sought from GEM CSU HR for these groups.

9.9 Obtaining Suitable Alternative Employment for Employees who are 'At Risk'

9.9.1 The process described in this section applies to all staff who are identified as being 'At Risk' for reasons of redundancy, ill-health capability or performance.

9.9.2 Employees may be placed on the 'At Risk' register as follows:

- They become the subject of a consultation that could lead to redundancy;
- As a result of ill health capability through the Attendance Matters Policy;
- As a result of unsatisfactory performance through Management of Unsatisfactory Work Performance Policy.

Employees on fixed term contracts with less than 24 months continuous NHS service are not eligible to be placed on the 'At Risk' register.

9.9.3 As soon as an employee is identified as being 'At Risk', a meeting will be held with their manager where the redeployment process is explained including any potential outcome and the employee's obligations. At this meeting the length of the 'At Risk' period will be clarified.

9.9.4 The 'At Risk' period will normally last for a maximum of 12 weeks. This period may be shorter depending upon an individual's notice period as specified by their length of continuous service under AfC Terms and Conditions.

- 9.9.5 The procedure for obtaining suitable alternative employment gives any employee, who is on the 'At Risk' register, rights of preferential consideration for vacant posts. A suitable available vacancy is work that is both suitable in relation to the employee and appropriate for the employee to do in the circumstances. It should reflect the employee's skills and experience or it could be a role that the employee could undertake with a reasonable amount of re-training. Suitable vacancies would be at or within one pay band if the employee's current band.
- 9.9.6 Employees may also be placed on the 'At Risk' register if they are 'At Risk' of losing their job as a result of ill health capability, performance or the end of a fixed term contract of over two years. The South Lincolnshire CCG will endeavour to redeploy all such employees by adding them to the 'At Risk' register and thereby giving them preferential access to vacancies within the CCG.
- 9.9.7 South Lincolnshire CCG will maintain a register of employees 'At Risk' of redundancy. The CCG will notify employees when they are entered on to the register. The register will contain information on the individual's preferences for redeployment to alternative roles in addition to basic personal information. Employees on the register will be notified of suitable vacancies within the CCG. Where appropriate, posts will be advertised on a restricted basis in the first instance to those employees on the register only.
- 9.9.8 CSU HR will, in conjunction with the CCG, provide e-mail or written communications, as agreed with the individual, to the 'At Risk' employee in regards to roles that are suitable alternatives. This includes providing relevant information, such as a Job Description, to the individual to enable them to make an informed choice. Managers will also meet with the employee concerned to discuss the vacancy and offer appropriate support.
- 9.9.9 Employees on maternity or adoption leave shall be given first refusal on any alternative employment where there is suitable available vacancy. Employees absent on maternity, adoption and sick leave will be provided with details of suitable vacancies that arise.
- 9.9.10 It will be expected that declaring an interest in a role will be made within 5 working days of notification via e-mail, letter or verbally to the CSU HR or their Manager.
- 9.9.11 Upon receipt of notification, CSU HR will provide the candidate with an application form which will be required to be completed in order for the appointing officer to identify suitability.
- 9.9.12 A decision will be taken by the appointing officer about the suitability of an individual for the vacant post, where the 'At Risk' employee meets all the essential criteria they will be shortlisted for a preferential interview.

- 9.9.13 Reasonable adjustments will be considered for any disabled employee within this process. It may be necessary for Occupational Health to carry out a work place assessment where an employee is 'At Risk' for reasons of ill health.
- 9.9.14 Once a post has been declared suitable, then an 'At Risk' employee must be given a preferential interview.
- 9.9.15 'At Risk' employees will be provided with written feedback if appointed to a vacancy for which they have applied, and will be subject to current South Lincolnshire CCG processes in regards to pre and post-employment checks prior to the role being offered.
- 9.9.16 'At Risk' employees will be provided with written feedback if not appointed, to a vacancy for which they have applied.

9.10 Trial Periods for Redeployment Opportunities

- 9.10.1 Redeployment opportunities will be available to 'At Risk' employees on a 'trial period' basis of normally 4 weeks. This period may be extended to a maximum of 12 weeks depending on the nature of the role, individual notice periods and any retraining that is involved. During this period reviews will be held with the employee and their line manager. The purpose of the reviews will be to monitor progress and allow both parties to comment on the suitability of the redeployment. If it is evident from the outset that the role is not suitable then, with agreement, the trial period may cease early. In cases of redeployment due to ill health, then it may be necessary for Occupational Health to also become involved to assess the suitability of the role.
- 9.10.2 Appropriate re-training and additional support will be offered to 'At Risk' employees where possible to support them during trial periods and throughout the redeployment process.
- 9.10.3 During trial periods and until the employee is confirmed in a post, Management will continue to seek and propose other redeployment opportunities that may arise.
- 9.10.4 During the redeployment period, and throughout any work trials, the employee's substantive employing department will continue to pay their remuneration.
- 9.10.5 If a work trial is completed successfully, and all parties are in agreement, following a final review meeting, the employee will be confirmed in post and responsibility for remuneration will fall to the employing Department. The outcome of the meeting will be confirmed in writing.
- 9.10.6 The Terms and Conditions of Service will transfer with an employee who accepts an alternative post including continuous service dates, annual leave entitlement, sick pay entitlement. The employee record will also transfer with the employee e.g. annual leave record, sickness record.

- 9.10.7 Employees are entitled to be accompanied at any formal meeting relating to their redeployment by a work colleague (not acting in a legal capacity) or trade union representative.
- 9.10.8 There is an obligation for all associated parties to be made aware if any changes in circumstances arise during the 'At Risk' period.
- 9.10.9 'At Risk' employees who unreasonably refuse offers of suitable redeployment opportunities will be putting their employment at risk. In a redundancy situation this may result in their right to a redundancy payment being lost. Please refer to the CCG's Attendance Matters and Management of Unsatisfactory Work Performance policies as appropriate.
- 9.10.10 Any disputes in relation to determining whether a position is 'suitable alternative employment' must be referred, in writing, to the Chief Officer whose decision is final.
- 9.10.11 All employees will have the right of appeal against redeployment to a suitable alternative post within NHS North Derbyshire Clinical Commissioning Group as per the Grievance Policy.
- 9.10.12 Once the 'At Risk' Period has elapsed GEM CSU HR may provide a detailed summary report of posts that have been offered upon request. This information will be sent to the appropriate officer who will then conduct the termination process.
- 9.10.13 If appropriate, GEM CSU HR may maintain records of all employees that have been placed 'At Risk' and keep documentation of notifications of roles in which have been offered via the South Lincolnshire CCG Risk Register.
- 9.10.14 Whenever an employee is identified 'At Risk', a number of measures may be implemented to assist the individual, according to their needs, to make the transition to alternative employment or unemployment. Advice and support may include:
- Statutory entitlements
 - Entitlements under NHS regulations
 - Local agreements
 - Counselling
 - Occupational Health
 - Help with CV's, application forms and interview preparation
 - Paid time off to look for work outside of the CCG
 - Make arrangements for possible or relevant training
 - Links to Jobcentre Plus
- 9.10.15 Employees are also responsible for actively seeking redeployment opportunities during the redeployment period via NHS jobs (www.jobs.nhs.uk). It is the responsibility of employees to register themselves with the website.

9.11 Pay Protection

Protection arrangements do not normally apply to employees who are redeployed for ill health or capability reasons and they should receive the rate of pay for the post at the end of successful trial period. In cases of redeployment due to redundancy, pay protection arrangements will apply in line with the CCG's Pay Protection Policy.

9.12 Identification of Redundant Employees

9.12.1 Where the CCG is unable to find alternative employment for all employees concerned South Lincolnshire CCG will have no other alternative but to make compulsory redundancies. South Lincolnshire CCG will consult with the recognised Staff Partnership/Trade Union/Professional Organisation Representatives about the criteria to be used for selection for redundancy.

9.12.2 Employees who are potentially affected by redundancy shall be selected from within the affected directorate/department. In some situations it may be necessary for the employees affected to be drawn on a CCG-wide basis.

9.12.3 The following suggested selection criteria is taken from a combination of the CIPD's Guide on Redundancy, ACAS Redundancy Arrangements (2009) and from the Staff Partnership/Trade Union/Professional Organisation Representatives which are associated within the CCG. These criteria are a guide for what may be included in any selection criteria and the actual criteria to be applied will be agreed in partnership at the time that it becomes apparent that redundancies may be required.

- Attendance records (please refer to 9.12.6, you should ensure this is fully accurate and that reasons for and extent of absence are known)
- Disciplinary records (current warnings)
- Skills, competencies and qualifications
- Work experience
- Performance records(please refer to 9.12.5)
- Standard of work performance
- Affordability
- Impact on Service

9.12.4 Consideration of work performance in selecting for redundancy will focus on the quality of work performance. In determining such quality, performance records will be used where available. The process of determining work performance may be undertaken by a panel including a senior manager of that area, a senior manager from another area, a GEM CSU Human Resource Representative and a Staff Partnership/Trade Union/Professional Organisation Representative.

9.12.5 Consideration of attendance record will take into account an analysis of absence. Maternity leave, family leave and other authorised leave will not be taken into account. Absences relating directly to an employee's disability will

be discounted. Attendance records will not be used to discriminate against part-time employees.

9.12.6 Employees with a Disability will be supported throughout this process within the spirit of the Equality Act 2010.

9.12.7 A scoring system will be used to facilitate fairness, consistency and objectivity in the selection process. The scoring system will be applicable to all of the selection criteria in 9.12.4 above, and individual weightings will be allocated by the panel members which are linked to previously identified service needs. The panel will be responsible for the selection for redundancy decisions with advice from the GEM CSU HR as appropriate.

9.12.8 All records of such panel meetings will be maintained centrally by the CCG.

9.12.9 An employee who feels aggrieved about the application of selection criteria will have recourse to South Lincolnshire CCG Grievance Procedure as applicable.

9.13 Alternative Employment Affecting Redundancy Payments

9.13.1 No redundancy payment or premature retirement benefits will be made or allowed to be retained where the person concerned obtains employment within the NHS or other qualifying organisations within a period of four weeks of the cessation of their employment. Neither will a person concerned be able to receive a redundancy payment or premature retirement benefits if they secure a promise of employment but defer commencement of that post within the NHS or qualifying organisation within four weeks of leaving their employment.

9.13.2 Should an employee unreasonably refuse an offer of alternative employment, they may lose any entitlement to redundancy payments.

9.13.3 It is important to note that further advice and an estimate covering lump sums and benefits can be obtained from the Pensions Department. See Also Appendix C – Offers of Alternative Employment.

9.14 Dismissal

9.14.1 Any affected employee who has not secured suitable alternative employment shall be dismissed by reason of redundancy.

9.14.2 An employee who has been informed that they will definitely be made redundant will be entitled to a reasonable amount of paid time off, subject to the requirements of the service, for the purposes of looking for new employment or to make arrangements for training for future employment. This entitlement is only available to employees who have two years or more continuous employment at the date their dismissal is due to occur.

9.15 Redundancy Payments / Premature Retirement Benefits

Redundancy payments will be made in accordance with AfC Terms and Conditions of Service Handbook.

9.16 Staff Partnership/Trade Union/Professional Organisation Representatives Affected

Staff Partnership/Trade Union/Professional Organisation Representatives directly affected by the redeployment / redundancy exercise will be dealt with in the same way as other employees. Where, however, a Staff Partnership/Trade Union/Professional Organisation Representatives is selected for redundancy, a full-time Union Official will be made available to represent them as appropriate.

9.17 Right of Appeal

Employees have the right to appeal against a dismissal due to redundancy. An appeal hearing will be arranged in accordance with the Grievance Policy in cases of dispute over either:

- Selection for compulsory redundancy, or
- Establishing what is an offer of suitable alternative employment.

9.18 Transfer of Services under TUPE

9.18.1 What is TUPE?

The revised Transfer of Undertakings (Protection of Employment) Regulations (called 'the TUPE Regulations' in this Policy) came into force on 31 January 2014, updating the TUPE Regulations 2006, as amended.

9.18.2 The regulations provide employment rights to employees when their employment changes as a result of the transfer of ownership of a trade, business or other undertaking from one provider to another, including assets such as machinery and equipment. They implement the European Community Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC).

9.18.3 The regulations apply to most transfers of NHS staff, with the exception of Independent Sector Treatment centres and the Retention of Employment Model (RoE) for NHS PFI contracts. The transfer of public sector employees is covered by the Cabinet Office Statement of Practice 'Staff transfers in the Public Sector' which guarantees TUPE equivalent treatment for staff affected.

9.18.4 What is the effect on employment rights?

The effect of TUPE is to preserve the terms and conditions of employment as well as continuity of employment of those employees who are transferred to a new employer when a relevant transfer takes place. The exception to this is

pension rights which do not transfer to the new employer, but must be covered by a Fair Deal certificated pension scheme, which is broadly comparable or Directions Status to keep the employee in the NHS Pension Scheme, unless the new employer is also within the NHS, in which case there will be no change.

9.18.5 Employees do not have to transfer to the new provider, but if they refuse to do so, they will be considered as having resigned their post and will not be eligible for redundancy payments. The CCG is not obliged to continue to employ employees in this situation or to place them 'At Risk'. Employees may however seek alternative employment where vacancies exist within the organisation.

9.18.6 Secondment arrangements cannot be entered into as an alternative to TUPE transfer. If the employees are connected to an undertaking then TUPE must apply at the point of transfer, (*Celtec v Astley*).

9.18.7 Consultation with Staff Partnership/Trade Union/Professional Organisation Representatives.

In line with the regulations, Staff Partnership/Trade Union/Professional Organisation Representatives have a right to be informed about any prospective transfer and consulted about any measures to be taken in respect of the transferring employees under TUPE, consultation is undertaken with a view to seeking agreement. Agreement means consent from both parties and not one side unilaterally imposing its view.

9.18.8 The following information should be supplied to the relevant Staff Partnership/Trade Union/Professional Organisation Representatives:

- The fact that the transfer is to take place, the timing, and the reasons for it as well as the legal, economic and social implications of the transfer
- The 'measures' to be taken in connection with the transfer in relation to the employees affected such as changes to shift patterns, hours of work or any future planned workforce changes to meet service provision.

9.18.9 The TUPE Process

If a manager thinks that TUPE may apply to an area of their service, GEM CSU HR must be informed as soon as possible, as well as the Staff Partnership/Trade Union/Professional Organisation Representatives.

9.18.10 The process should start as soon as a potential transfer is known. A timetable will be drawn up by the Manager of the service in partnership with GEM CSU HR.

10. ENSURING THE POLICY IS ACCESSIBLE TO ALL STAFF

10.1 The CCG is committed to ensuring that the guidance in this policy is accessible to all staff. This means that as required (for example, when staff have a disability or find communication more difficult) additional support will be provided to help ensure that the information in this policy can be understood and its guidance followed. This support includes (but is not limited to):

- The provision of the policy and any associated documents in alternative formats and languages
- Assistance to complete any required forms (which can also be provided in alternative formats or languages)
- Being given the opportunity to have an advocate or interpreter involved for support with communication
- Making reasonable adjustments, in discussion with the member of staff or their representative, to procedures where these are necessary to ensure their accessibility (for example, where a member of staff has a hearing impairment, facilities such as a hearing induction loop and a suitably quiet environment would be provided for meetings which form part of the policy's procedures)

11. MONITORING AND PERFORMANCE MANAGEMENT OF THE POLICY

11.1 Where specifically agreed by the CCG, a central record may be kept by HR listing short details of employees in respect of organisational change on an annual basis for reporting and audit purposes only.

12. SUPPORT AND ADDITIONAL CONTACTS

12.1 Please refer to the GEM CSU HR Contact Details document for relevant contact information for: HR Business Partner Team, People Services, NHS Pensions and HMRC.

APPENDICES

APPENDIX A

DEFINITIONS

Pension

Eligible members of the 1995/2008 NHS Superannuation Scheme who are made redundant or retire due to organisational change will be entitled to the enhancement of their pension benefits in accordance with the regulations of the NHS Superannuation Division, and subject to approval by [Insert the name of CCG].

Redundancy Compensation

Redundancy compensation will be awarded in accordance with the regulations of the NHS Superannuation Division and Agenda for Change national terms and conditions.

Periods of Notice

Employees who face compulsory redundancy or whose voluntary redundancy is accepted, or who retire following organisational change are entitled to a period of notice on termination of their contracts in accordance with statutory regulations. This period will be not less than the statutory minimum period of notice of one week for each year of service up to a maximum of twelve weeks' notice.

In some circumstances, South Lincolnshire CCG may make a payment in lieu of notice to terminate a contract, which will not be less than the statutory minimum.

Entitlements of Employees who are Transferred or Redeployed

Protection of Earnings

Employees who are transferred or re-deployed will receive protection of earnings where appropriate in accordance with the relevant Pay Protection Policy.

Travelling Expenses

Assistance will be given with excess travelling expenses incurred if a new post involves greater travel to work than the previous post. Further details are located in the CCG's Travel and Expenses Policy [delete if not applicable].

Removal Expenses

Where management accept that it is reasonable for an employee to move their permanent place of residence nearer to the new work base, removal expenses may be reimbursed in accordance with South Lincolnshire CCG relocation policy [delete if not applicable].

Time Off

Employees will be given reasonable time off with pay and reimbursement of expenses within statutory provisions in order to:

- Consult with their Staff Partnership/Trade Union/Professional Organisation Representatives
- Look for other employment/attend for interview
- Visit new locations
- Make removal arrangements

All of the above are subject to agreement with management.

Training / Retraining

Where it can be identified by either management or the employee that a post can be classified as suitable alternative employment following successful completion of training or skills updating, management and the employee may agree the terms of redeployment, which shall be subject to the availability of such training.

Trial Periods

Employees transferred to a new workplace, or redeployed to another post, are entitled to a statutory trial period of 4 weeks. If during this time they decide with good reason that they do not wish to continue in the new location or post, subject to there being no other posts available as suitable alternative employment, they may be allowed to leave without loss of entitlement to redundancy compensation with South Lincolnshire CCG's Agreement.

Management may decide during the trial period that the employee is not achieving objectives set or maintaining a reasonable measure of performance and that the job offered to the employee has not proved in practice to be a suitable alternative employment in this instance. In these circumstances the employee will be regarded as 'At Risk' once more and further attempts will be made to seek a suitable alternative post.

Advice on trial periods and the 'At Risk' process can be provided by GEM CSU HR upon request.

Right of Appeal

The right of appeal by any employee will be in accordance with South Lincolnshire CCG's Grievance Procedure.

APPENDIX B

PROCEDURE FOR PROTECTION OF CONDITIONS OF SERVICE

1.0 Introduction

- 1.1 This procedure applies to all employees of South Lincolnshire CCG who as a consequence of organisational change, are required by management to move to a new post or suffer a reduction in basic hours worked within the standard working week attributed to their post. It provides protection of certain conditions of service. For protection arrangements regarding pay please refer to the South Lincolnshire CCG Pay Protection Policy.

2.0 Definitions

- 2.1 The following expressions in this procedure have the meanings ascribed to them below:

Change - For the purposes of this policy 'change' is defined as a major or significant organisational change, which may include:

- The closure, transfer or restructuring of a specific service or facility;
- A decision to accept a tender for a service previously provided in-house;
- A specific programme designed to achieve efficiency savings;
- Response to statutory requirements;
- The legislation relating to redundancy is set out in the Employment Acts.

Redundancy - For the purposes of this policy 'redundancy' is defined as per the legal definition: An employee who is dismissed will have been dismissed for redundancy if the dismissal is attributable wholly or mainly to the fact that:

(a) The employer has ceased, or intends to cease:

- To carry on the business for the purposes of which the employee was employed by him, or
- To carry on the business in the place where the employee was so employed, or

(b) The requirements of the business for employees:

- To carry out work of a particular kind, or
- To carry out work of a particular kind in the place where the employee was employed, have ceased or diminished, or are expected to cease or diminish.

Organisational Change - Any structural or managerial change.

Basic Wage or Salary - Basic wage or salary is the weekly or monthly sum due in respect of basic hours worked by the individual concerned within the standard working week attributed to their post, excluding any payment made in respect of 'acting up'. Also excluded are payments listed as additional earnings (refer to the Pay Protection Policy).

Downgrading - Occurs when the new post, irrespective of its grade or title, carries an hourly rate, or a salary scale with a maximum point lower than that applying to the post held previously, or lower than that of the personal grade in the previous post.

A More Senior Post - Is a post that carries an hourly rate, or a salary with a maximum point, higher than that applying to the new post or any subsequent post to which an employee may have moved.

Reckonable Service - Is total NHS service (aggregated if discontinuous), but excluding service, which has been the subject of a redundancy payment under the AfC Terms and Conditions of Service or any other current or previously recognised national NHS Terms and Conditions of Service.

Mark Time - Situation following the period of long term pay protection in which employees shall continue to receive their existing level of basic salary/wage without the benefit of annual pay rises until the basic wage or salary of the new post is equal to that of the post previously held.

Preferential Consideration - Any employee under notice of redundancy (or 'At Risk') is entitled to "preferential consideration", i.e. to be considered **before** any other employees or outside applicants (except other employees under notice of redundancy) and be considered unsuccessful for the post only if demonstrably unsuitable or there is a more suitable candidate under notice of redundancy. The purpose of preferential consideration for posts will be to consider whether the employee who is held on the "suitable alternative employment" register can undertake the job at the required level of performance. This will not involve consideration of whether such an applicant is the best person from a number of applicants where the post is open to competition. Where more than one applicant from the "suitable alternative employment" register is being considered the interview panel will appoint the candidate who is considered best able to do the job at the required level of performance based on objective criteria.

Employees applying for a job, which is not a promotion, should be advised to make clear in their application that they are redundant in their current post and are therefore entitled to "preferential consideration".

- Where there is no discernible difference between the candidates the interview panel will take length of NHS service into account. Interview panels must not rule out the need to retrain employees to undertake the new post.

- Where there is no discernible difference between the duties of the employee's old post and the alternative post, the relevant employees will be informally interviewed to clarify any issues to do with terms and conditions of service and slotted into the new role.

Slotting In - Management must identify within the new structure any posts where 'slotting in' might be appropriate for individuals where the job description and person specification and terms and conditions are sufficiently similar to their own post. These will not involve substantial promotion or demotion. As soon as it is apparent that there is a need for a restructure, the management for that area, HR and Partnership Representatives from the appropriate Trade Unions and Professional Bodies will meet to discuss the impact upon staff and agree the process for appointing to the new structure. Wherever possible any new roles will be evaluated prior to discussions with staff taking place. As a general guide, slotting in is initially ring fenced to 'At Risk' staff at the same band as the new post, but if there are no staff 'At Risk' at the same band then slotting in rights are applied one band either side. No other 'At Risk' employee qualifies for consideration by virtue of holding a broadly similar post.

If slotting in is identified as being appropriate for an individual, a meeting will be arranged with the individual to discuss suitability.

Ring Fencing - In situations where a restructuring involves a reduced number of posts within a Directorate / Department and the criteria for selection is through competition against the person specification, then posts will not be advertised and competition will be restricted to those "At Risk" by the reduction.

Restricted Competition - Consideration will be given as to whether restricted competition should be used. South Lincolnshire CCG will discuss this with Staff Partnership/Trade Union/Professional Organisation Representatives. Restricted competition will be limited to named individuals whose post is sufficiently similar.

Open Competition - A post open to competition can be defined as a post that is clearly new in content (i.e. the duties of the post are substantially different from any current posts) or where more than one employee could be regarded as a suitable candidate from those employees directly affected by the restructure.

If an individual is unsuccessful in obtaining a post within the competition process, suitable alternative employment or redeployment will be sought. If posts remain unfilled following this process the normal recruitment procedures will then follow.

Suitable Alternative Employment - is deemed to be of the same band which the employee is currently employed on. However, in exceptional circumstances this may be extended to a band below or above the band of the employee.

Offers of suitable alternative employment must be in writing with sufficient details for the employee to understand the implications. Confirmation of either acceptance or rejection must be provided within 5 working days.

In considering whether or not alternative employment is suitable, account shall be taken of the following broad headings:

- Skills
- Function
- Status
- Workplace
- Travelling times
- Pay & benefits
- Hours
- Environment
- Any relevant personal circumstances of the employee

Where an offer of alternative employment has been made which involves a different type of work or has different terms and conditions of employment, the employee is entitled to no less than a four-week trial period in the new post. This may be extended on agreement with all concerned parties. At this time consideration should be given to individual training requirements.

Where either party to the trial period consider the arrangement unsuitable, the arrangements will be reviewed.

To facilitate this further, alternative employment may be offered on a secondment basis, for an agreed period. During this period redundancy rights will not be lost if alternative arrangements prove un-successful.

Before agreeing to or accepting an offer of suitable alternative employment, employees are encouraged to seek advice from their Staff Partnership/Trade Union/Professional Organisation Representatives. Employees 'At Risk' who unreasonably decline transfer to suitable alternative employment will be notified that they have prejudiced their rights under this agreement and under Section 16 of the Agenda for Change terms and conditions handbook, i.e. they would forfeit their redundancy rights.

'Suitable alternative employment' for the purposes of the agreement shall have the meaning given to it in Paragraph 16.18 of the Agenda for Change terms and conditions handbook.

Employees would not be entitled to any redundancy benefit if they were to refuse a proposed TUPE or suitable alternative employment.

See also appendix C.

3.0 Protection of Conditions of Service; Hours and Annual Leave

- 3.1 Employees required to move to a new post will acquire the hours appropriate to the new post.
- 3.2 Annual leave allowances will be protected with subsequent improvements while basic pay is fully protected and on a mark time basis thereafter.

4.0 Entitlement to opt for Terms and Conditions of the new Post

- 4.1 Employees with an entitlement to long-term protection may, at any time, voluntarily choose to adopt the full set of terms and conditions of service and remuneration associated with the new post. This option, once exercised, cannot be revoked.

APPENDIX C

OFFERS OF ALTERNATIVE EMPLOYMENT

1.0 Introduction

It is difficult to be prescriptive on what is suitable alternative employment because in law it is what is deemed to be reasonable. Each case is looked at on its own merits and consideration given to the following significant factors

- *Pay*
- *Status*
- *Location*
- *Working Environment*
- *Hours of Work*

1.1 Once a decision to offer alternative employment has been reached by the appropriate parties, the offer should be confirmed in writing to the successful candidate as soon as practicable, specifying the nature of the job, its location, its pay and conditions (including the 4-week trial period as detailed below), in sufficient detail such that they can be compared with the details of the current job and the differences, if any, made clear. The date on which the new job is to begin should be made clear, and it must not be more than four weeks after the end of the current contract of employment. CSU HR Team will send out an appropriate offer letter.

2.0 Acceptance of Offer

2.1 If an 'At Risk' employee is offered suitable alternative work and accepts it, this automatically means the employee accepts the work as suitable alternative employment and they are not entitled to a redundancy payment as their employment is regarded as continuous. However, this would not apply if the employee satisfied the criteria outlined in 4-week trial period (below).

3.0 Rejection of Offer

3.1 If an 'At Risk' employee is offered alternative work and refuses it or turns down a job after a trial period, advice should be sought from CSU HR, as South Lincolnshire CCG may regard the refusal as unreasonable and withhold redundancy payment.

4.0 Four-Week Trial Period

4.1 Where the terms differ an employee who accepts an offer of alternative work is entitled, by statute, to a trial period of four calendar weeks in the new job. This must be specified in writing prior to the employee commencing the new job.

- 4.2 An employee who accepts an offer of suitable alternative employment will undergo a trial period in accordance with Section 138 of the Employment Rights Act 9 (ERA) 1996. Where an offer of alternative employment has been made which involves a different type of work or different terms of employment, the employee will be entitled to a four weeks trial period in the new job commencing from the day that they commence their new duties. Where the duties of the new post necessitate some retraining, the trial period can be extended by written agreement specifying the new end date.
- 4.3 The purpose of the trial period is to give employees the opportunity to decide whether the new role is suitable and for South Lincolnshire CCG to assess the employee's suitability for the role.
- 4.4 During the trial period the employee's name will remain on the 'At Risk' register but they will not be given preferential consideration for any further posts, where there are other applicants for such posts who are on the register, but have not yet been offered alternative employment.
- 4.5 An employee who resigns during the trial period will not be entitled to a redundancy payment unless the resignation is shown to be reasonable.

5.0 Time Off

- 5.1 An employee is entitled by law to "reasonable" time off with pay during their working hours to look for new employment or make arrangements for training (although not to undergo training) for future employment. South Lincolnshire CCG however, will give a generous interpretation on "reasonable", and time off to undergo training will be considered wherever practicable. Where appropriate, a visit may be arranged to the new work place. An offer of alternative employment may include re-training.

6.0 Counselling

- 6.1 There is provision for all employees to access the confidential Counselling service provided by South Lincolnshire CCG.

7.0 Early Release of Redundant Employees

- 7.1 Where an employee who has been issued with a redundancy notice is offered employment with a different employer from a date before expiry of the notice, South Lincolnshire CCG will release the employee by that date unless there are compelling reasons not to. Claims for redundancy payment will be as per section 16.20 of the Agenda for Change terms and conditions handbook.

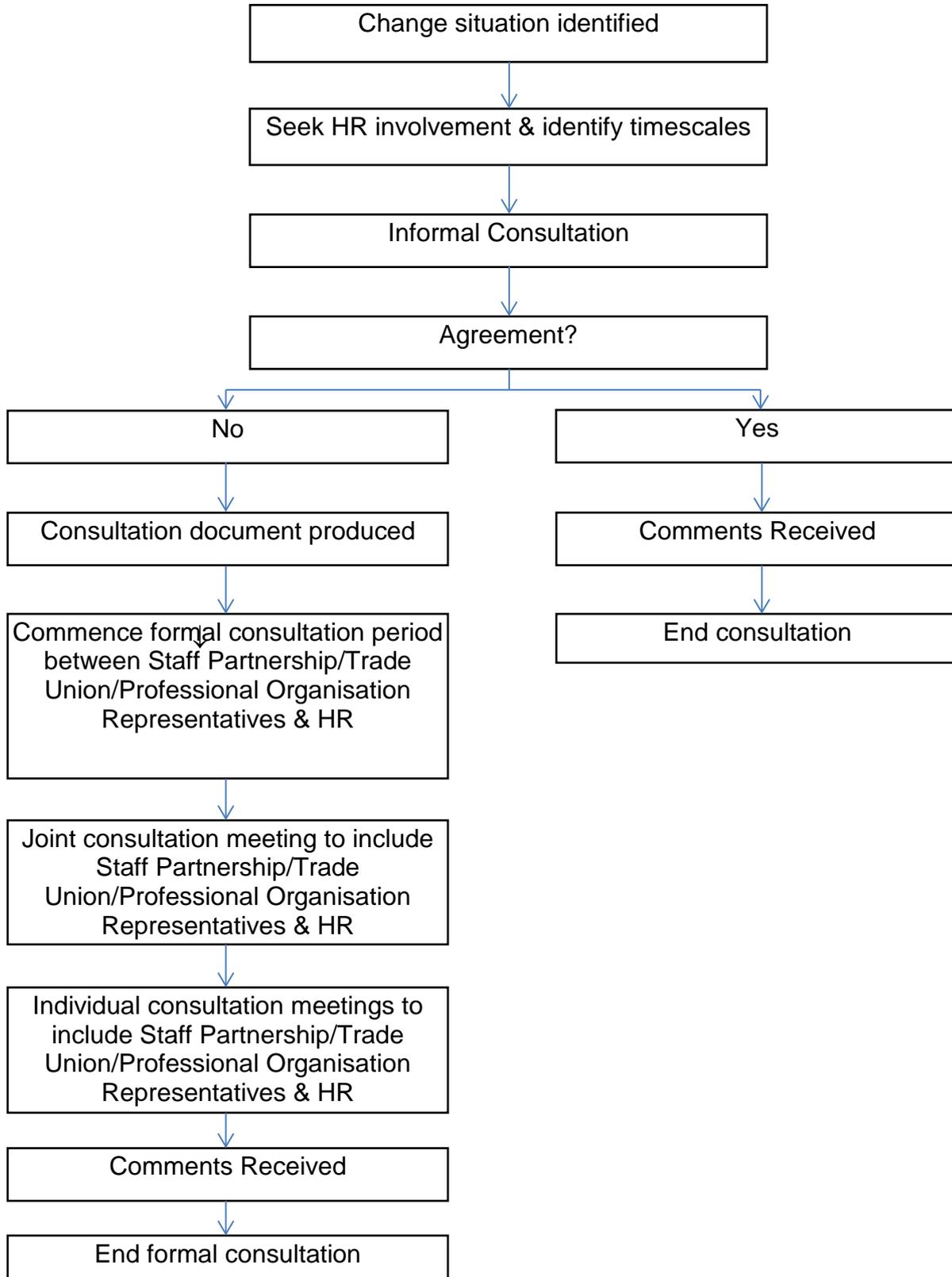
8.0 Notice Periods

- 8.1 Employees affected will be notified in writing that their current job will no longer exist from a given date. This will be at the conclusion of the consultation period.

8.2 The statutory or contractual period, (whichever is the longer) of dismissal on the grounds of redundancy shall be applied. Where agreement has been reached between Senior Management and the employee concerned, payment in lieu of notice may be made.

APPENDIX D

Flowchart for proposed organisational change



APPENDIX E

ORGANISATIONAL CHANGE CHECK-LIST

The process used in any episode of change will differ, and the process outlined below should be adapted to suit the circumstances:

Task	By Whom	By When	Completion Date
Agree proposal for organisational change at appropriate level including identification of financial implications, timescales and how employee implications will be addressed.			
Pre-brief to employees affected and employee's side of proposals. Employees side discussion to include agreeing appropriate HR process for the particular circumstances of the change – within South Lincolnshire CCG			
Identify alternative employment opportunities available for employees and ensure current job descriptions/person specs, for those posts are available.			
Assess whether more than 20 employees will be placed “At Risk’ within a three month period within whole organisation and agree appropriate consultation timescale accordingly (minimum of 30 days for between 20 and 99 employees; minimum of 45 days for more than 99 employees)			
In the event of more than 20 being placed ‘At Risk’, prepare draft notification in accordance with statutory provisions and fill in Form HR1. Note this form must reach BIS before redundancy notices are issued.			
Agree a draft time-line of events.			
Draft letters to employees.			

Task	By Whom	By When	Completion Date
<p>Share proposed organisational change and HR process with employees and other appropriate stakeholders for consultation through:</p> <ul style="list-style-type: none"> • Letters to individuals about being potentially 'At Risk'; • Distribution of organisational change paper identifying employment opportunities available; • Employees group meetings; • Individual consultation meetings for affected employees with employees rep invited (record meeting in writing) <p>This process must be initiated by a face to face meeting to which all affected employees have been invited by individual letter. Employee's side should also be invited.</p>			
<p>At individual meetings with affected employees have discussions about:</p> <ul style="list-style-type: none"> • Their personal options/preferences should the proposal be implemented following consultation; • Collection of their skills, knowledge and experience relevant to alternative employment • Any other issues they wish to be taken into account (health, shift working times, etc.); • Any comments they have on the organisational change itself (amend template F as appropriate). 			

Task	By Whom	By When	Completion Date
<p>At the end of the consultation period consider feedback and discuss with employees side and executive team; Agree final organisational change and HR process; Communicate in writing to employees affected the final plan taking into account feedback from consultations.</p>			
<p>Ascertain which condition from the Organisational change and redundancy policy relates to which employees – e.g. slotting in, restricted competition, etc.</p>			
<p>Issue formal 'At Risk' notification to employees identifying if they are 'At Risk' or if they are deemed eligible to 'slotting-in', etc. Specify appropriate notice period – normally to run concurrently with redeployment process and opportunity to appeal if employment terminated.</p>			
<p>Offer further personal interview to affected employees to ensure all are clear on implications to them.</p>			
<p>Selection and recruitment into alternative/new posts. This may be informal discussion with new manager to assess candidate's fitness for purpose rather than a formal interview.</p>			
<p>Discuss trial period arrangements where appropriate.</p>			
<p>Issue amendment to contract or termination letter as appropriate.</p>			

Appendix F

Template Consultation Paper for proposed organisational change

DEPARTMENT TITLE

CONSULTATION PAPER

Introduction and background

(outline the background to how the current situation has arisen and why this needs to be changed)

The main changes are:-

(bullet point the main changes)

Proposed changes

Current structure

(show old structure – if relevant)

New structures

(show new structure – if relevant)

PROPOSED CONSULTATION PROCESS:

Consultation Process	Timescale
Consultation with Trade Unions to agree process <i>(to continue throughout process)</i>	
First Meeting with team affected to start consultation and explain proposed changes	

Individual Meetings – Initial Discussion	
Follow Up Individual Meetings (If Required)	
Selection Process (If Required)	
Finalise and Agree Changes for Each Individual	
Give Formal Notice of Change (If Required)	
Recruit To Fill Any Vacancies (If Required)	
Agree Training Plans For Those Moving Into a New Role	

Professional Registrations Provide details of Professional Bodies that you are a member of

--

Travel Provide details for Alternative employment

Are you willing to Travel?	
----------------------------	--

What would be the maximum distance or time?	
---	--

Any other travel considerations	
---------------------------------	--

Redeployment - Posts for Consideration including preferred banding Provide examples of alternative types of posts that you would consider

--

Working Hours

What contracted hours (weekly) are you willing to work? (highlight in preference order)	
---	--

What working patterns are you willing to work?	
--	--

Period of Risk (To be Completed by Line Manager) Provide details for the period in which this information should be kept on the Risk Register

To be placed on the Risk Register from:	
---	--

To be removed from the Risk Register on:	
--	--

Form completed by		Name & Designation	
-------------------	--	--------------------	--

Change of Details Provide details of any circumstances that have changed during the 'At Risk' Period

HR Link Person Provide details of the HR Link through the 'At Risk' Period

Name:	
-------	--

Contact Details:	
------------------	--

Partnership / Trade Union / Professional Body Provide details of the Staff Partnership / TU / Professional Body representative through the 'At Risk' Period

Name:	
-------	--

Contact Details:	
------------------	--

N.B This form should be completed and sent to GEM CSU HR.

APPENDIX H

RECORD OF CONSULTATION MEETING - CONFIDENTIAL

Staff Member:

Date:

Consulting Manager:

HR Support:

Representative/Colleague:*

***PLEASE STATE IF REPRESENTATION IS DECLINED BY STAFF MEMBER.**

1. Employee Personal Details

Current Role:

Location:

Consultation Meeting No.

2. Information given to employee (tick to indicate where the topic was covered and comment as appropriate)

Action:	Description:	<input checked="" type="checkbox"/>
Purpose of Session		
Comments		
Consultation Process		
Comments		

Role Available	Order of preference

3. Employee Support

Details of Union contacts, occupational health self-referral.

4. Record Employees Questions

QUESTION	RESPONSE PROVIDED / FLAGGED FOR FOLLOW UP
1.	
2.	
3.	

5. Outline Next Steps or Actions

6. Any Other Comments/Issues

Signature of Employee:

Signature of Manager:

Signature of Representative (if applicable):

Note: Please use as many extra sheets as appropriate. At the end of your meeting please forward any unanswered questions to [insert contacts details of relevant HR contact].