

# Management of Organisational Change Policy

**This Policy outlines the provisions for managing organisational change.**

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## Version Control and Summary of Changes

Version number	Date	Comments (Description change and amendments)
1	20/01/2012	<b>Harmonisation of Policy between LCCHS, LCR and LPT. Pay protection arrangements have been revised.</b>
2	16/07/2012	<p><b>Added the following in section 14:</b>  <b>Protection of Pay (through no fault of the member)</b>            A member, who has at least two years qualifying service and suffers a reduction in earnings through no fault of their own, may apply to protect their pension benefits.            Examples of accepted reasons for protection of pay are:</p> <ul style="list-style-type: none"> <li>• A change in the nature of the duties performed, for example due to ill health.</li> <li>• A move to a lower paid post because of pending or actual redundancy.</li> <li>• Being transferred to other employment with an employer.</li> </ul> <p>NHS Pensions Agency can consider protecting pension benefits when redundancy results in a member receiving a lower rate of pensionable pay within 12 months of redundancy.</p> <p>As pension benefits are automatically deferred after a break of 12 months, a member would not be eligible to apply for protection if returning to NHS pensionable employment 12 months or more after being made redundant.</p> <p>It is the member's responsibility to apply directly to the Pensions Agency. Please refer to the NHS Business Services Authority website to apply. <a href="https://www.nhsbsa.nhs.uk/nhs-pensions">https://www.nhsbsa.nhs.uk/nhs-pensions</a></p> <p>Information regarding this can be found in the Membership and Contributions factsheets section.</p>
3	01/07/2013	Legal Update – with effect from 1/4/13, the minimum period for collective consultation prior to a proposed dismissal has been reduced to 45 days (was 90 days) where there is a proposal to dismiss 100 or more employees at one establishment in a 90-day period.
4	March 2014	Appendix 2 adopted by the WOD in March 2014. Protection of pay and conditions of services now included and to be effective from the 1 <sup>st</sup> of April 2014 and 14.3 – Excess Mileage reference removed as it is incorporated within the Appendix 2 pay protection.
5	April 2015	<p>Term 'Automatic Slotting in' replaced with 'Confirmation in Post'. SCP and MHO taken into account when considering if a role is Suitable alternative employment.</p> <p>Section added to clarify that MOC can include to cover changes in working practices etc. Includes guidance regarding implementation dates/notice periods for changes that do not include changes to band/redeployment or redundancy. Clarifies there is no formal notice period but specifies that notice should be 'reasonable' and form part of the consultation (i.e., statutory/contractual notice does not apply in these circumstances).</p> <p>Includes guidance around how managers may be able to implement changes by agreement with employees in</p>

		<p>circumstances where everyone confirms they are happy to agree to the change. Flowchart included as Appendix 3.</p> <p>Clarifies that employees placed at risk of redundancy are issued with formal notice of dismissal. Clarifies that all employees identified as 'at risk' and under notice of dismissal by reason of redundancy will be supported to seek suitable alternative employment for a period of 12 weeks, regardless of their notice period.</p> <p>In the event of an appeal against a redundancy the dismissal stands, and that appeal panel will consider re-instatement if appeal is upheld.</p> <p>Protection of Pay during Sickness absence guidance as follows:</p> <ul style="list-style-type: none"> <li>• Employees who are absent from work due to sickness are entitled to receive long term pay protection during the period of sickness absence.</li> <li>• Employees who are absence from work due to sickness are not entitled to receive short term pay protection during the period of sickness absence.</li> </ul> <p><b>Reference to Protection of Pension updated to reflect this is only applicable to members of the 1995 Section and 2008 Sections of the NHS Pension Scheme in light of the NHS Pension Scheme Changes taking effect on 1 April 2015.</b></p>
6	January 2016	<p>Manager/Team leader responsibilities updated to include providing continuous feedback and progress updates on MOC progress. Additional section added at Section 10: 'Feedback following consultation (Group and Individual). Subsequent numbering of the policy altered to allow for this additional section.</p> <p>Template 'Change by agreement' letters included as Appendix 4 and 5.</p> <p>Template MOC Paper included as Appendix 6. Other appendices renumbered as required to allow for these additions.</p>
7	May 2016	<p>Role of redeployment officer added as appendix 8. Other appendices renumbers as required to allow for this addition.</p>
8	August 2016	<p>Appendix 4&amp;5 amended.</p>
9	January 2017	<p>Appendix 2 amended to reflect agreed changes to pay protection, effective from 1 January 2017.</p>
10	January 2018	<p>Added the following point regarding the use of indicative bandings in exceptional cases for new/revised job descriptions:</p> <p>9.6 Where new posts are proposed as part of a management of change process, job descriptions will be made available to all affected employees at the commencement of the consultation period. It is best practice that these job descriptions will have been through the formal Agenda for Change job evaluation process prior to commencement of formal consultation.</p> <p>In exceptional circumstances, where it has not been possible to have the job descriptions evaluated due to reasons outside of the manager's control (e.g. delayed AfC panels or consistency checking) it will be reasonable to provide draft job descriptions with indicative bandings. Any draft job descriptions should in all</p>

		cases be finalised, evaluated and provided to affected staff prior to the end of the consultation period.
11	June 2018	<b>Section 4, Section 5, Appendix 3 and Appendix 6 amended to include information regarding Health and Safety ‘Checklist for Managers to consider prior to relocation / moving (in or out)’ (available on eSource)</b>
12	November 2019	<p>Appendix 4, Point 4: Update as follows: The Human Resource representative must ensure that the ‘at risk’ employee has access to the internal vacancy bulletin <b>and apply the principles as set out in the Memorandum of Understanding in relation to the redeployment of staff in the Midlands and East of England.</b></p> <p>Appendix 5, Point 3: Exclusions now includes: Staff in receipt of protection originating from another organisation.</p> <p>Appendix 5, Point 4.17: Long Term pay conditions- change in wording to ‘pay step’ to reflect new terminology under the Pay Progression policy.</p> <p>An employee in receipt of protection, who is subsequently placed back in their former higher band, will enter at the same corresponding pay step as on the date they were downgraded. Their pay step will be adjusted to ensure a full 12 months is completed at that pay step before becoming eligible to progress to the next point on the pay spine.</p> <p>Appendix 5, Point 5.2: Short Term Protection: Removal of: Domiciliary fees and GAD (Ministry of defence).</p> <p>Appendix 5, Point 5.7: Employees who are absent from work due to sickness or unauthorised absence are not entitled to receive short term pay protection during this period.</p> <p>Appendix 5, Point 5.8: Any period of absence does not extend the previously agreed pay protection period.</p>
13	February 2023	Added 12.6 - Where an employee on maternity leave is identified as being ‘at risk’ and under notice of dismissal by reason of redundancy, they will automatically receive preferential treatment when being considered for suitable alternative employment.

**All LPT Policies can be provided in large print or Braille formats, if requested, and an interpreting service is available to individuals of different nationalities who require them.**

**For further information contact:**

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## Definitions that apply to this Policy

Organisational Change	A management-initiated change to the way services are organised, structured or delivered, which could be expected to have a significant or direct impact on the employment, working arrangements or working practices of employees.
'At Risk'	<p>Employees are defined as being 'at risk' of redundancy when: The proposed organisational change identified that their post is no longer required within the organisation.</p> <p><b>And/or</b></p> <p>There is a reduction in the number of posts such that they might be unsuccessful in gaining a post following a competitive selection process.</p> <p>Employees who are 'at risk' of redundancy will be notified in accordance with the consultation process set out in Section 11.0 of this policy</p>
Redeployment	The transferring or recruitment of 'at risk' employees into a suitable post.
Ring Fencing	The process by which employees 'at risk' of redundancy will be considered for a post in a new staffing or management structure which is like their current post and where there is more than one employee eligible to apply for the post.
Confirmation in Post	Where the substantive duties of the post holder are wholly or mainly the same in the new structure as they were in the old, and where there is no change in grade to the post or no other employees in the same role are displaced, the employee should slot in automatically without competition and without detriment to their terms and conditions.
Competitive Interview Process	Where the posts in the revised structure or new service are like existing posts and/or where there are fewer available posts than the number of employees potentially 'at risk' of redundancy, the identifiable group will be ring fenced so that only the employees potentially 'at risk' are considered for the available posts.
Expression of Interest	Where new posts are established, these will be restricted in the first instance to those directly affected by the change, and who have not been confirmed in post. Those affected will be asked to identify for which of the available posts they wish to be considered. A selection process will then take place.
Redundancy	<p>The Employment Rights Act 1996 states that a dismissal by reason of redundancy occurs if the dismissal is wholly or mainly attributed to the following:</p> <p>a) The fact that the employer has ceased or intends to cease to carry on the business for the purpose of which the employee was employed, or has ceased, or intends to cease, to carry on that business in the place where the employee was so employed.</p> <p>Or</p> <p>b) The fact that the requirements of that business for employees to carry out work of a particular kind, or for employees to carry out work of a particular kind in the place where he/she was so employed, have ceased or diminished or are expected to cease or diminish.</p>
Short-Term Protection	Short term protection applies where organisational change has resulted in a reduction in total earnings e.g., loss of unsocial hours enhancements, contractual overtime and reduction of hours within the standard week.

Long-Term Protection	Long Term protection applies where, as a result of organisational change, an employee is moved from one post to another and is downgraded as a result of the move. Long term protection will only apply to roles that are one band below the employee's original post.
Basic Salary	The monthly sum due in respect of basic hours worked by the employee within the standard working week.
Additional earnings:	Enhanced payments over and above basic salary which were regularly paid in the 12 months prior to the change. It will include the following where they are regular requirements of the job: <ul style="list-style-type: none"> <li>- Contracted over time</li> <li>- Unsocial hours payment</li> <li>- Standby and on-call duty payments.</li> </ul>
Mark Time	An employee will remain on their current salary, and will not receive any incremental or annual cost of living rise for the duration of the period of protection until such a time as the total level of pay in the new post exceeds the value of protected pay, or until such a time as the employee changes jobs voluntarily (whichever is sooner) at which point the new salary and terms and conditions will apply, or the period of protection ends.
Reckonable service:	The total NHS service (aggregated if discontinuous in line with the provision of the NHS Terms and Conditions of Service Handbook) but excluding service that has already been the subject of a redundancy payment or where superannuation benefit has been taken.
Suitable Alternative Employment (SAE)	<p>What is considered suitable alternative employment depends on the individual's personal circumstances. However overall, the following factors should be taken into consideration when offering redeployment:</p> <ul style="list-style-type: none"> <li>• <b>Pay</b> - Where possible the alternative post should be at the same band as the old post. However, it has been agreed that a post which is one band below the old post will be deemed to be suitable (pay protection may apply).</li> <li>• <b>Hours of work</b> - Individual circumstances should be considered when considering suitable alternative.</li> <li>• <b>Status</b> - A post may be deemed unsuitable if it results in significant loss of status.</li> <li>• <b>Location</b> - 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 employee.</li> <li>• <b>Working environment</b> - This may be especially important for those employees who suffer a health complaint or physical disability.</li> <li>• <b>Pension Arrangements: Special Class Status – If the individual is a member of the 1995 Section of the NHS Pensions Scheme</b>, whether the individual would retain Special Class Status within the new post should be considered.</li> <li>• <b>Pension Arrangements: Mental Health Officer Status - If the individual is a member of the 1995 Section of the NHS Pensions Scheme</b>, whether the individual would retain Mental Health Officer Status within the new post should be considered.</li> </ul>



## **Equality Statement**

Leicestershire Partnership NHS Trust (LPT) aims to design and implement policy documents that meet the diverse needs of our service, population, and workforce, ensuring that none are placed at a disadvantage over others. It considers the provisions of the Equality Act 2010 and promotes equal opportunities for all. This document has been assessed to ensure that no one receives less favourable treatment on the protected characteristics of their age, disability, sex (gender), gender reassignment, sexual orientation, marriage and civil partnership, race, religion or belief, pregnancy and maternity.

## **Due Regard**

LPT will ensure that Due regard for equality is taken and as such will undertake an analysis of equality (assessment of impact) on existing and new policies in line with the Equality Act 2010. This process will help to ensure that:

- Strategies, policies and procedures and services are free from discrimination.
- LPT complies with current equality legislation.
- Due regard is given to equality in decision making and subsequent processes.
- Opportunities for promoting equality are identified.

**Please refer to due regard assessment (Appendix 13) of this policy.**

## **Summary and Scope of the Policy**

The Policy for Management of Organisational Change applies to all employees of Leicestershire Partnership NHS Trust (LPT) and is available to all employees to support them in the event of Organisational Change.

### **1.0 Introduction**

- 1.1 Leicestershire Partnership Trust LPT (hereafter referred to as the Trust) is committed to maintaining a secure employment environment for all employees. However, it is recognised that from time-to-time organisational change is required in line with the changing needs of the Trust.
- 1.2 The purpose of this policy is to provide a framework to enable organisational change to be managed in a systematic and fair manner, minimising the risk of redundancy and balancing the needs of employees and the Trust.
- 1.3 The intention of this policy is to enable the Trust to manage the continuing need to have a flexible workforce. It is important that the policy is not restrictive and allows a flexible approach to be adopted to reflect the circumstances of each organisational change.
- 1.4 The Policy applies to all employees of Leicestershire Partnership Trust. This policy does not apply to those staff on secondment from other organisations or agency staff working within the Trust.
- 1.5 The Trust is committed to the principles of equality of opportunity in employment for all. This policy will be applied equitably and fairly and aims to ensure that no employee receives less favourable treatment on the grounds of age, gender, ethnicity,

religion or belief, disability, marriage or civil partnership, maternity or pregnancy, sexual orientation or gender reassignment.

- 1.6 All staff should act in accordance to our Trust leadership behaviours for all and be able to evidence adherence in situations that involve a management of change process. A fundamental approach to developing our Leadership behaviours for all is our ability to both give and receive feedback in a positive and insightful way. The feedback method is based on defining; Context, Understanding, Behaviour and Effect (CUBE).

## **2.0 Purpose**

- 2.1 This policy will apply in the event of an organisational change.
- 2.2 The Trust will manage all aspects of organisational change in a fair and reasonable manner taking into account employment legislation, local policies and procedures and relevant terms and conditions of employment.
- 2.3 The Trust is committed to providing maximum employment security for employees. As part of this commitment the Trust will seek to work with other NHS organisations and Trade Union representatives to avoid any job losses.
- 2.4 The Trust recognises that the best way to handle change is through the cooperation of and partnership with individual employees and Trade Union/Professional Organisation representatives and through the development of a culture of mutual trust and confidence.
- 2.5 The Trust is committed to having meaningful and early consultation with all employees and Trade Union/Professional Organisation representatives about major organisational changes and will adopt a partnership approach prior to and throughout implementation and as part of any review arrangements.
- 2.6 Where services provided by the Trust are to be transferred to external organisations in accordance with the Acquired Rights Directive and the Transfer of Undertakings Protection of Employment (TUPE) regulations 2006, affected employees will have their rights protected in accordance with those regulations and any subsequent amendments.
- 2.7 The application of this policy will be subject to a 'Due Regard' assessment at all stages of this process.

## **3.0 Duties within the Organisation**

### **Director of Human Resources and Organisational Development will have the responsibility for ensuring:**

- 3.1 The policy is implemented appropriately and that outcomes are monitored to ensure that there is no bias, in accordance with the Trust's Equality, Diversity and Human Rights Policy.
- 3.2 The policy is revised as a result of changes in law or in the light of experience when applying this policy.

**Directors will have responsibility for ensuring:**

- 3.3 The policy requirements are observed within their area of responsibility.
- 3.4 Line managers received any training deemed necessary to discharge their responsibilities under this policy appropriately.
- 3.5 The appropriate level of consultation and employee engagement takes place at the appropriate time.
- 3.6 The creation of effective workforce plans in accordance with service requirements.

**Managers and Team Leaders will have responsibility for ensuring:**

- 3.7 The development of effective workforce plans in accordance with service requirements.
- 3.8 Identifying the business case for change and preparing a consultation document explaining the rationale and the detail of the proposed changes, the process that will be followed and timescales.
- 3.9 Proposals for change are made known to all affected employees, together with recognised Trade Unions, Professional Organisations and other relevant staff bodies at the earliest opportunity.
- 3.10 Employee engagement and meaningful consultation takes place in accordance with this policy, ensuring that the scope for employees' concern and anxiety is minimised.
- 3.11 All formal consultation meetings are documented and confirmed in writing to all parties.
- 3.12 That employees affected by the proposal/change are kept informed and provided with feedback throughout the management of change process.
- 3.13 Implementing changes once the consultation process has concluded.
- 3.14 All the activities defined within the policy are followed.
- 3.15 There is no discrimination or bias in implementing organisational change.
- 3.16 The working in partnership with Trade Union/Professional Organisation representatives to resolve issues relating to organisational change.

**Human Resources department will have the responsibility for ensuring:**

- 3.17 Supporting the development of effective workforce plans to enable, where practical, effective advance planning or future service changes and associated staffing implications.
- 3.18 Providing appropriate support and guidance to line managers when planning and managing service developments that will result in organisational change.
- 3.19 Monitoring and reviewing organisational change outcomes to ensure that there is no discrimination or bias.
- 3.20 Supporting employees through the organisational change process, for example by providing access to online job opportunities.

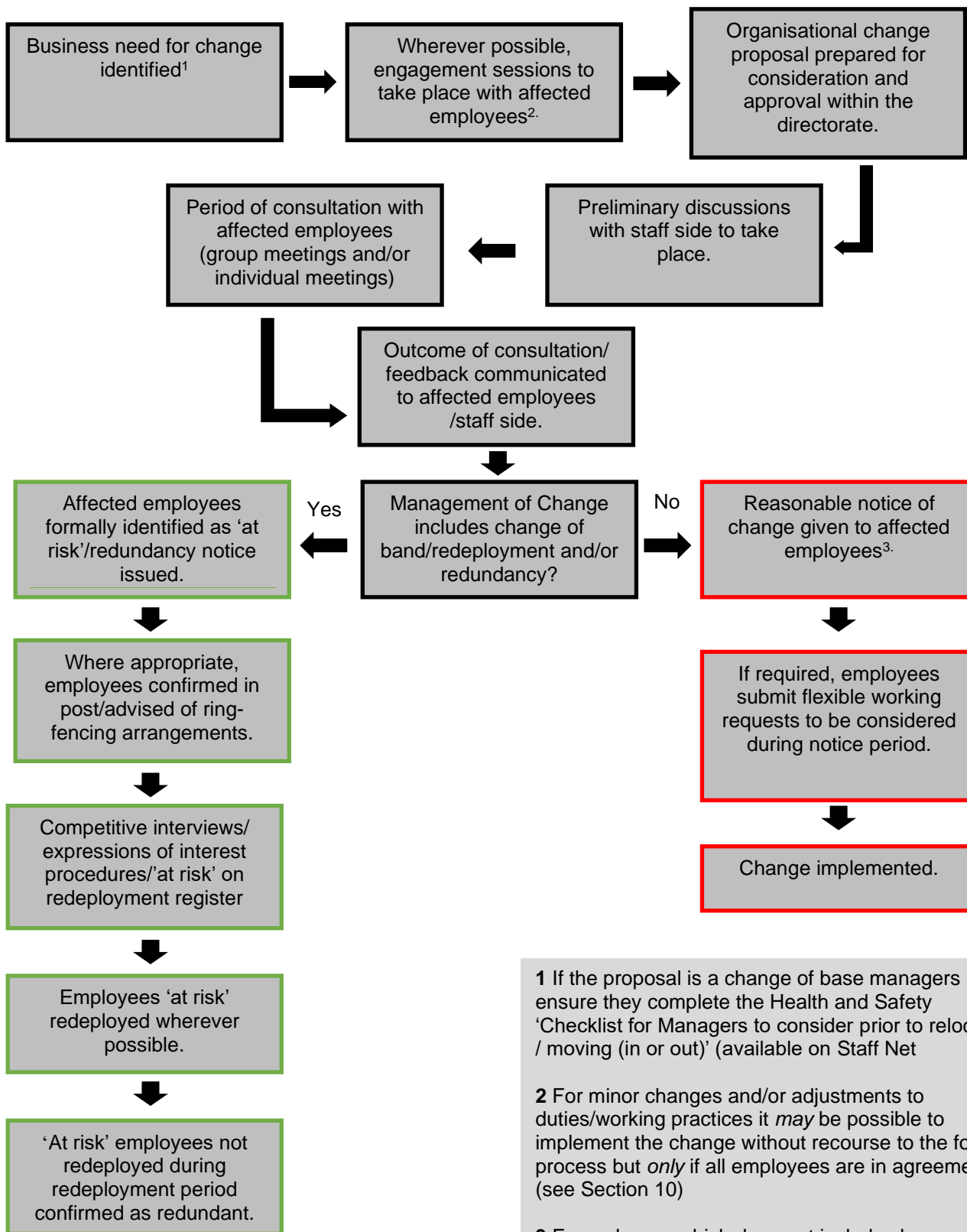
**Recognised Trade Union/Professional Organisation Representatives are responsible for:**

- 3.21 Engaging in meaningful consultation with management regarding organisational change proposals.
- 3.22 Working in partnership with management to resolve any issues.
- 3.23 Representing their members throughout the consultation and management of change process.

**Responsibility of Employees:**

- 3.24 Adhering to this policy and procedure.
- 3.25 Engaging in meaningful consultation about the nature and impact of organisational change.
- 3.26 Showing some flexibility and reasonable consideration of alternative posts, where appropriate.

## 4.0 Overview of Organisational Change Process



**1** If the proposal is a change of base managers must ensure they complete the Health and Safety 'Checklist for Managers to consider prior to relocation / moving (in or out)' (available on Staff Net)

**2** For minor changes and/or adjustments to duties/working practices it *may* be possible to implement the change without recourse to the formal process but *only* if all employees are in agreement (see Section 10)

**3** For a change which does not include change of band, redeployment and/or redundancy the notice period will vary. The proposed notice period will be included in the organisational change proposal to be consulted on during the consultation period.

## 5.0 Preliminary Measures

5.1 A plan or proposal should be developed for organisational change processes. Each plan or proposal will:

- **Identify** the staffing levels, types and bands of employees needed to deliver each part of the proposed service.
- **Outline** a clear comparison with the existing workforce plan to identify the changes in staffing levels, types and bands of employees to deliver each part of the proposed service.
- **Compare** the proposed plan with the existing workforce plan to identify any implications for employees, the processes to be undertaken on a staged or by total organisational change basis, dependent on the size of the change.
- **Commit** to engaging Trade Union/Professional Organisation representatives in Organisational change.

5.2 The manager should, in partnership with the lead HR representative, ensure that a clear business case for the proposed organisational change has been identified and the implications for the workforce understood. Senior management/Board approval should then be sought as appropriate.

5.3 Where the proposal includes a change of base the manager should ensure that they complete the Health and Safety 'Checklist for Managers to consider prior to relocation/ moving (in or out)' (available on Staffnet).

5.4 Once a proposal for organisational change has been approved by senior management/Board, the next stage will be to inform the Trade Unions/Professional Organisation representatives to enable preliminary discussions to occur. This process will take account of the need to consult meaningfully and will allow the opportunity for all views to be considered including any alternative proposals put forward by the employees and staff side.

5.5 To facilitate these discussions a management of change paper will prepared. The content will vary depending on the nature of the change proposed, but it is likely to include:

- Details of the proposed change e.g.
  - Existing and proposed organisational structure charts.
  - Details of the new posts/bands.
  - Job descriptions/person specifications for posts where there have been significant changes to existing roles and creation of new posts.
- Any changes to working patterns.
- Any changes to work locations.
- Proposed timetable for implementing proposed changes.
- An outline of the benefits/reasons for the change
- Whether applications for voluntary redundancy will be considered
- Selection criteria for redundancy (if applicable).

## 6.0 Measures for Maximising Employment Security

6.1 Once the preliminary discussions and/or consultations have taken place and to mitigate the effect of any such changes on employees, the following measures will be considered, as appropriate, dependent upon the particular circumstances:

- Employment control measures, e.g., vacancy control other vacancy control processes such as the suspension of the normal recruitment process, reviewing acting up/secondment arrangements.
- Reviewing the use of bank and agency staff.
- Reviewing temporary/fixed term contracts (subject to the requirements of Fixed-Term Employees (Prevention of Less Favourable Treatment regulations 2002).
- Voluntary reduction in contracted hours of work
- Use of flexible working options, such as agile working, job sharing agreements and career breaks.

6.2 In the case of vacancy control being implemented, when a vacancy arises the decision to recruit to the post or not will be assessed on its own merits. The decision to implement vacancy control will be authorised by the Head of Service in consultation with Human Resources. Any such vacancy requests that are approved will usually be made available to those employees 'at risk' in the first instance.

6.3 The vacancy control process will be used to determine which fixed term contracts may be renewed. Whilst decisions on renewal of a fixed term contract may be looked at on their own merit, it is recommended that Human Resources advice is sought prior to the decision to terminate the contract due to the need to consider any legal considerations and potential costs of non-renewal. Please refer to Fixed Term Contract Policy for further information.

6.4 This list is not exhaustive, and the circumstances of each situation will be considered where other approaches to maintain employment security may be practicable and lawful.

## **7.0 Employee Engagement and Consultation**

7.1 The Trust is committed to consultation with employees and Trade Union/Professional Organisation representatives that is both meaningful and is carried out at the earliest opportunity.

7.2 The formal consultation period will commence on the date the management of change paper is shared with affected employees. The length of the consultation period may vary depending upon several factors (e.g., the magnitude of the change, the number of employees affected, whether more than 20 redundancies are anticipated). When determining the appropriate length of the consultation period managers should seek advice from the Human Resources advisory team.

7.3 During the consultation period all affected employees will be kept informed of the process and provided with the appropriate documentation including employees, who are currently away from the workplace, i.e., those on long term sick leave, maternity/paternity or adoption leave, career break or secondment.

7.4 The purposes of consultation will be to:

- Explain this Policy and how it will be implemented.
- Explain the current position, the proposal and to discuss the projected timetable for changes to the service and staffing requirements.

- Ascertain the individuals' views in relation to the proposals, future employment, redeployment, retraining and, where appropriate, premature retirement and to give appropriate advice in respect of each of these areas.
- Assist in obtaining specialist advice as required or to give advice as to where it can be obtained.
- Assist management in the process of redeployment/retraining as necessary.

## **8.0 Collective Consultation**

- 8.1 Collective Consultation will be required if the Trust is proposing to dismiss as redundant 20 or more employees within one establishment (service area) within a period of 90 days or less. The duty to consult collectively is in addition to the Trust's obligations to consult individually with each of the potentially redundant employees. Where appropriate Trade Union/Professional Organisation representatives will be informed of individual consultations via the Joint Consultative Staff Forums (JSCFs) and notified to the Trust's Staff Side Chair and Secretary.
- 8.2 In these circumstances, individuals identified as being 'at risk' will be informed of this in writing according to the following timescales:
- At least 30 days before the first dismissal if 20-99 employees are to be redundant over a period of 90 days or less.
  - At least 45 days before the first dismissal takes effect if 100 or more employees are to be made redundant over a period of 90 days or less.
- 8.3 **Notification to the Redundancy Payments Service (RPS)**  
If the Trust is proposing to dismiss as redundant 20 or more employees within a period of 90 days or less, the Trust is obliged to notify the RPS acting on behalf of the Secretary of State for Business, Innovation and Skills in writing of its proposal at least 90 days before the first of the dismissals takes effect, and in any event before giving notice to terminate any employee's contract by completing the HR1 form.
- 8.4 Where the proposals affect between 20 and 99 employees, the statutory notice is 30 days. However, employees will be provided with a minimum of 12 weeks formal notification that they could be at risk of redundancy (this timescale will be inclusive of contractual notice period). A copy of this notice will be given to the Trade Union representatives involved in the consultation process.
- 8.5 For organisational changes that do not require collective consultation the period of consultation will be determined on a case-by-case basis, the principal consideration being that the consultation period will allow enough time to ensure meaningful consultation can take place.
- 8.6 The above periods of consultation will not be taken to have commenced until the trade unions/professional organisation representatives have been provided, in writing, with the following information:
- a) The reasons for the proposed redundancies.
  - b) The numbers and descriptions of employees being considered for redundancy in the 'establishment'.



- c) The total number of employees of any such description employed at the 'establishment' in question.
- d) The proposed method of selecting employees for dismissal on the grounds of redundancy.
- e) The proposed method of handling the dismissals regarding this Policy, including the period over which the redundancies will take place.

## **9.0 Arrangements for Individual Consultation**

- 9.1 Each individual employee affected by a proposed organisational change is entitled to be fully consulted. It will be the responsibility of the relevant manager, with advice from the Human Resources Advisory team, to facilitate this.
- 9.2 Consultation will usually include a group meeting between the manager leading the change and affected employees. However, this may be waived if appropriate (e.g., if only small numbers of employees are affected).
- 9.3 All employees affected by the changed are entitled to an individual consultation meeting with the relevant manager. A member of the Human Resources advisory team would also normally be present, and the employee is entitled to be accompanied by a recognised staff representative/professional organisation or work colleague from within the Trust.
- 9.4 Any employee(s) who have not been able to attend the consultation meeting(s) should be kept informed and up to date as soon as is reasonably practicable, for example those staff on maternity, paternity, adoption leave, long term sickness and career breaks.
- 9.5 The purpose of these meetings is to facilitate meaningful consultation and to provide support and advice. The meeting will include the provision of the following information:
  - An explanation of the change and general implications for employees and the Trust.
  - The proposed timetable and process for handling the changes.
  - An explanation of the policy; how it will be implemented and other relevant conditions of service.
  - Discussion relating to the individual employee's circumstance e.g. work location, career development.
  - Advice to employees on the preparation of Personal Skills Profile/Preference form where appropriate.
- 9.6 Where new posts are proposed as part of a management of change, job descriptions will be made available to all affected employees at the commencement of the consultation period. It is best practice that these job descriptions will have been through the formal Agenda for Change job evaluation process prior to commencement of formal consultation. In exceptional circumstances, where it has not been possible to have the job descriptions evaluated due to reasons outside of managements' control (e.g., delayed AfC panels or consistency checking) it will be reasonable to provide draft job descriptions with indicative bandings. Any draft job descriptions should in all cases be finalised, evaluated, and provided to affected staff prior to the end of the consultation period.

- 9.7 If the change affects more than one department, consistent information should be provided to all affected parties.
- 9.8 All individual consultation meetings will be documented and confirmed in writing to all parties concerned by the manager.

#### **10.0 Feedback following consultation (Group and Individual)**

- 10.1 At the end of the consultation period there will be a 'cooling off' period. The 'cooling off' period will usually be no more than 5 working days.
- 10.2 During the cooling off period all the information, comments and feedback gathered during consultation will be collated and carefully considered by the management team responsible for the proposed change.
- 10.3 A formal document will be prepared in response to the feedback received. The feedback document will be sent to all affected staff along with a letter confirming the outcome of the management of change process.

#### **11.0 Change by Agreement Process - Organisational change where change of band, redeployment and/or redundancy are not proposed.**

- 11.1 Organisational change is often linked to proposed changes in working practices (e.g., a change to shift patterns/adjustments to duties) and there are no proposed changes to bandings, redeployment and/or redundancies.
- 11.2 Where a proposed change is relatively minor (e.g., a change of base/minor changes to working patterns or practices) it *may* be possible for managers to reach an agreement with employees to implement the change by agreement and without recourse to the full formal process.
- 11.3 This will only be appropriate if all affected employees confirm their agreement following a reasonable period of consultation/discussion. In this instance there is no set consultation format however consultation must be meaningful (e.g., all affected employees must have all the relevant information regarding the change and the opportunity to comment on the proposal and raise any individual concerns). Appendix 7 describes how such an agreement could be reached.
- 11.4 In cases where the proposed change is more significant (e.g., significant change of shift pattern/adjustment of duties) or where informal agreement cannot be reached, the steps shown in sections 5, 7 and 9 of this policy should be followed.
- 11.5 The suggested implementation date of the change will be included within the change proposal and discussed with affected employees during the consultation/discussions. The proposed implementation date should be reasonable and take into account the magnitude of the proposed change, the potential impact on affected employees and the needs of the service.

#### **12.0 At Risk of Redundancy Arrangements**

- 12.1 Employees will formally be at risk of redundancy, and placed on an 'at risk' register following consultation if:

- The organisational change identifies that their post is no longer required within the Trust.

**And/or**

- There is a reduction in the number of posts within any revised structure and therefore they may be unsuccessful in gaining a post following a competitive selection process.

- 12.2 Those employees affected will be notified in writing by the appropriate manager that they are ‘at risk’ and given 12 weeks’ notice of dismissal by reason of redundancy, regardless of their entitlement to contractual or statutory notice. The letter will also explain the measures that will be taken to help them to seek suitable alternative employment during the redeployment period.
- 12.3 Being placed ‘at risk’ and under notice of dismissal by reason of redundancy does not mean that an individual will automatically be redundant. However, if a suitable alternative role is not identified during the redeployment/notice period then the employee will be dismissed by reason of redundancy at the end of their notice period.
- 12.4 The line manager must ensure that Human Resources are notified of any employees ‘at risk’, so that the ‘at risk register’ is maintained to support the identification of redeployment opportunities.
- 12.5 Individuals ‘at risk’ are expected to undertake appropriate work according to their band/skill set offered to them during the period they are ‘at risk’.
- 12.6 Where an employee on maternity leave is identified as being ‘at risk’ and under notice of dismissal by reason of redundancy, they will receive preferential treatment when being considered for suitable alternative employment.
- 12.6 The Human Resources department will be proactive in helping to identify suitable alternative roles and they will work with managers to accommodate internal employees ‘at risk’ before any external recruitment takes place.

**13.0 Ring Fencing Arrangements**

- 13.1 Ring fencing arrangements will apply where the management of change proposal has identified one or more of the following situations:

1	The establishment of new posts arising from a changed or new service where employees are identified as being at risk.
2	The establishment of fewer posts arising from the changed or new service.
3	The integration of existing departments or structures including situations where a new organisational structure has resulted in changes to existing roles.
4	Or a combination of any of the above.

- 13.2 The manager should discuss with Human Resources to firstly identify the parameters of the various ring-fencing arrangements. Having done so, selection to the revised or new posts will take place using the following processes:
- Confirmation in Post
  - Selection criteria for redundancy (if applicable)
  - Competitive interview
  - Expressions of interest
  - Open competition.

- 13.3 **Confirmation in Post:** Where the substantive duties of the post holder are wholly or mainly the same in the new structure as they were in the old, and where there is no change in grade to the post and or no other employees in the same role are displaced, the employee will be confirmed in post automatically without competition and without detriment to their terms and conditions. Responsibility for taking the decision will rest with the appropriate Director or equivalent, following staff side consultation.
- 13.4 **Selection Criteria for Redundancy:** Where compulsory redundancies are anticipated selection criteria for redundancy may be discussed as part of the joint consultation process with recognised trade union/staff representatives. If to be used, selection criteria will comply with relevant employment legislation and will be based upon objective and non-discriminatory factors. Selection criteria will include consideration of:
- Experience, knowledge and skills
  - Standard of work performance
  - Aptitude for work
  - Qualifications
  - Disciplinary record
  - Attendance/absence record

Prior to agreeing selection criteria, a Due Regard should be conducted.

- 13.5 **Competitive Interview Process:** This will be used where the posts in the new revised or new service are like existing posts and where there are fewer available posts than employees 'at risk' of redundancy. Suitable posts will be "ring fenced" so that only 'at risk' employees directly affected by the change are eligible to be considered for the posts.
- 13.6 **Expression of Interest:** Where new posts are established within the revised structure or new service recruitment to these posts will initially be restricted to employees directly affected by the change who have not been confirmed in post or who have not been successful following competitive interviews (see above). New posts for this purpose will include those where confirmation in post is not appropriate due to a significant change to the duties. Those affected will be asked to identify which of the available posts they wish to be considered. A selection process will then take place.
- 13.7 **Open competition:** Posts in the revised or new structure which are not filled through ring fencing arrangements will be recruited to by open competition, according to the Trust's normal recruitment and selection process.

## 14.0 Redeployment

- 14.1 Employees identified as 'at risk' and under notice of dismissal by reason of redundancy will be supported to seek alternative employment for a period of 12 weeks, regardless of their contractual or statutory notice period (see Appendix 4).
- 14.2 As soon as possible after the commencement of the redeployment period, eligible employees will be invited to attend a meeting with the relevant manager and/or a Human Resources representative and - where requested - a staff representative or colleague. The meeting will provide an opportunity to agree the interim employment arrangements, review the employee's skills profile and discuss individual preferences

with regards to redeployment opportunities. This information will be added to the redeployment register to enable suitable vacancies to be identified during the redeployment period. See Appendix 4 for full guidance notes.

- 14.3 Consideration will be given to relevant training required in support of seeking suitable alternative employment. This will be identified as part of individual consultation meetings and will reflect the needs of the service as well as individual needs and preferences.
- 14.4 Potential suitable vacancies which arise during the redeployment period may be identified by the individual, the member of Human Resources team or the LPT Recruitment Team. For each potential vacancy the aim will be to reach agreement about whether a post represents suitable alternative employment. Employees who unreasonably refuse to apply for or accept an offer of suitable alternative employment will not be entitled to any redundancy payment. "Reasonableness" relates to whether individuals, considering personal circumstances, were being reasonable in refusing the offer.
- 14.5 For an employee to be matched to a post it must be a suitable alternative to an individual's substantive post. For a post to be considered as a suitable alternative, it should:
- Provide similar earnings (pay protection may need to apply)
  - Provide similar working hours.
  - Have a similar status.
  - Be within the employee's capability.
  - Be within a suitable geographical location.

NB: All individual circumstances will be considered when assessing suitability.

- 14.6 Some flexibility and reasonable consideration of posts, by employees and managers, is expected. Employees may wish to seek advice from their Trade Union representative on what constitutes suitable alternative employment.
- 14.7 Once an individual has been placed into a suitable alternative post they will no longer be considered 'at risk' or be eligible for preferential consideration for any other suitable vacancies. However, permanent appointment to the role will be subject to the successful completion of a trial period in the new role.

## **15.0 Trial Periods**

- 15.1 In accordance with employment legislation a four-week trial period will be offered to any employee 'at risk' of redundancy who is offered a new job with different terms and conditions.
- 15.2 The purpose of the trial period will be for the employee and line manager to assess the suitability of the post.
- 15.3 The details of the trial period should be confirmed in writing. In certain circumstances an extension to the trial period may be agreed, for example if further training is required. Any extension should be confirmed in writing.
- 15.4 If an employee considers that the new role is not suitable, the reasons for this must be identified in writing. Employees who unreasonably refuse to accept an offer of suitable alternative employment will not be entitled to any redundancy payment.

15.5 During the trial period regular reviews should be held between the employee and the new line manager to assess how the trial is progressing. In addition, a final review of the trial period will be carried out by the new line manager, in conjunction with the employee and a decision will be made as to whether the new role job is a suitable alternative.

15.6 The employee will retain all entitlements, including redundancy, under their old substantive contract until permanently redeployed into the new role.

## **16.0 Protection of Pay**

16.1 Protection of pay arrangements will apply to all employees who, because of organisational change are required to move to a post at a lower basic salary or basic hourly rate of pay, or required to reduce their contracted working hours, change their working pattern, or other change which results in a loss of earnings. This is subject to meeting the conditions outlined in Short Term and Long-Term protection (refer to Appendix 6 for details).

16.2 Protection of pay will only be granted on appointment to lower graded posts if the post is deemed by the Trust to be suitable alternative employment and the individual concerned would otherwise be at risk of redundancy.

16.3 Employees who are redeployed to a suitable alternative post that involves a change in work location may be eligible for reimbursement of excess travel costs with effect from the date that the redeployment takes effect (refer to Appendix 6 for details).

## **16.4 Protection of Pension for Members of the 1995 Section and 2008 Section of the NHS Pension Scheme Only (through no fault of the member)**

16.4.1 A member of the 1995 Section or the 2008 Section of the NHS Pension Scheme, who has at least two years qualifying service and suffers a reduction in earnings through no fault of their own, may apply to protect their pension benefits. Examples of accepted reasons for protection of pay are:

- A change in the nature of the duties performed, for example due to ill health
- A move to a lower paid post because of pending or actual redundancy.
- Being transferred to other employment with an employer.

16.4.2 NHS Pensions Agency can consider protecting pension benefits when redundancy results in a member receiving a lower rate of pensionable pay within 12 months of redundancy.

16.4.3 As pension benefits are automatically deferred after a break of 12 months, a member would not be eligible to apply for protection if returning to NHS pensionable employment 12 months or more after being made redundant.

16.4.4 It is the member's responsibility to apply directly to the Pensions Agency. (see Appendix 6, Point 7.0) Please refer to the NHS Business Services Authority website, <https://www.nhsbsa.nhs.uk/nhs-pensions>, for the most up to date information and the forms that are required to apply. Information regarding this can be found in the Members Hub section.

## **17.0 Time Off to Seek Alternative Employment**

An employee served with notice of dismissal by reason of redundancy will be permitted reasonable time off with pay to look for alternative employment or to seek training before the expiry of that notice.

## **18.0 Early Release of Redundant Employees**

Employees who are under notice of redundancy who, during their period of notice, obtain other employment with a different employer may wish to be released prior to the expiry of notice to take up the new employment. The Trust will release such employees early, unless there are compelling reasons to prevent this, on a mutually agreed date. This date will, however, become the revised date of redundancy for the purposes of calculating any entitlement to a redundancy payment and for establishing the employee's effective date of termination.

## **19.0 Redundancy**

**19.1 Voluntary Redundancy:** If the organisational change proposal identifies that applications for voluntary redundancy are to be considered then requests for expressions of interest will be sought from the appropriate group of employees. This may be limited to affected employees or applications may be from the wider staff group with a view to facilitate employee transfers. Applications will be carefully considered but acceptance is not automatic. Priority will be given to maintaining the balance of skills and experience needed for the efficient and effective provision of future service needs. The final decision rests with the Trust. For further details please refer to the [Trust's Voluntary Redundancy Scheme guidance](#).

### **19.2 Compulsory Redundancy**

**19.2.1** Employees at risk of redundancy will be given 12 weeks' notice of dismissal by reason of redundancy, regardless of their entitlement to contractual or statutory notice.

**19.2.2** Employees who have been unable to secure suitable alternative employment during the redeployment period and remain 'at risk' at the end of their notice period will be dismissed by reason of redundancy.

**19.2.3** Written notice of the redundancy termination will include the following:

- The reason for redundancy.
- Notice entitlements.
- Any redundancy pay entitlements.
- Right of appeal.

**19.2.5** Details of all redundancies must be provided to the Trust's Remuneration Committee for authorisation and assurance purposes.

## **20.0 Redundancy Payments**

**20.1** Redundancy payments will be made in accordance with Section 16 of the Agenda for Change Terms and Conditions handbook, which is continually being updated and so advice should be sought from the Human Resources department.

- 20.2 All payments must be approved at the appropriate level within the Trust or by the NHS Improvement (NHSI).
- 20.3 Employees otherwise eligible shall not be entitled to redundancy payments under these arrangements if they:
- Are dismissed for reasons of misconduct, with or without notice as per the Trust's Disciplinary policy.
  - At the date of termination of the contract have obtained without break or with a break not exceeding 4 weeks, suitable alternative employment with the same or other NHS employer.
  - Unreasonably refuse to accept or apply for suitable alternative employment with the same or other NHS employer.
  - Leave their employment before the expiry of their notice period, except in cases involving and agreed early release date.
  - Are offered a renewal of contract (with the substitution of the new employer for the previous one) where the employment is transferred to another public service employer who is not an NHS employer.
- 20.4 Redundancy payments will be made in the month following the date of redundancy and only after the redundant employee has signed to confirm that they have not obtained suitable alternative employment with the same or other NHS employer in the 4 weeks following the date of redundancy.

## **21.0 Support and Assistance Offered to Employees Affected by Change**

- 21.1 The Trust recognises the need for and importance of providing support to employees affected by organisational change throughout the process. Therefore, employees who are directly affected by the change and/or formally 'at risk' of redundancy will be offered support, identified as part of the individual consultation process. This may include any of the following, or other support agreed as appropriate:
- Support to assist with identifying and applying for suitable alternative employment e.g., access to restricted areas of NHS jobs, career review, help with CV's/application forms and interviews skills.
  - Those individuals formally 'at risk' of redundancy have a statutory entitlement to be given reasonable time-off with pay, by agreement with the line manager, to support the job search/re-training.
  - Early release (e.g., before the effective date of redundancy termination). The revised date would then be used for the calculation of any redundancy payment.
- 21.2 In addition, Staff Side organisations, Occupational Health Department and AMICA will be available to provide specific support to employees affected by organisational change.

## **22.0 Right of Appeal**

### **22.1 Appeals against Dismissal**

For appeals against dismissal on the grounds of redundancy the individual should write, setting out their intention to appeal to the Director of Human Resources and Organisational Development within 10 working days of the meeting at which the



decision to dismiss was communicated. For details on the make-up of the appeal panel please refer to Appendix 10.

22.2 Under normal circumstances an appeal shall be heard no later than 30 working days after receipt of the notification of appeal.

22.3 In the event that the appeal is not heard prior to the dismissal by reason of redundancy the redundancy will stand, and the Appeal panel will consider re-instatement if the appeal is upheld.

22.4 There will be one level of internal appeal only.

### 23.0 Stakeholders and Consultation

Workforce and Organisational Development Policies are subject to joint monitoring and review between management and Staffside through the LPT Staff Partnership Forum. Guidance in relation to Due Regard for this policy has also been received by the Policy group and the Equalities team. Management consultation has also been undertaken in relation to this policy.

### 24.0 Monitoring Compliance and Effectiveness

Human Resources will ensure that a process is undertaken to monitor the compliance and effectiveness of this policy and procedure. This will include:

Criteria	Measurable	Frequency	Reporting to	Action Plan/Monitoring
Number of staff affected by change	As a % of the headcount	Monthly	SWC	Head of HR
Number of staff at risk of redundancy	As a % of the headcount	Monthly	SWC and Trust Board	Head of HR
Number of staff notice of redundancy	As a % of the headcount	Monthly	SWC and Trust Board	Head of HR
Number of staff redeployed	Total number of staff	Monthly	SWC	Head of HR
Number of staff on pay protection	Total number of staff	Quarterly	SWC	Head of HR

This Policy will be reviewed in line with the following on an as and when required basis:

- Legislative changes
- Good practice guidance
- Case law
- New vulnerabilities
- Changes to organisational infrastructure.

### 25.0 Training Needs

There is no training requirement identified within this policy.

## 26.0 Links to Standards/Performance Indicators

TARGET/STANDARDS	KEY PERFORMANCE INDICATOR
Care Quality Commission registration standards (outcome 13) <i>Staffing</i> (21) of the Health & Social Care Act (2008) (Regulated Activities Regulations 2010) <a href="#">CQC essential standards</a>	That the trust maintains compliance with CQC registration standards, this policy supports outcome standards 13.

## 27.0 Dissemination and Implementation

The policy is approved by the Leicestershire Partnership NHS Trust Workforce and OD Committee and is accepted as a Trust wide policy. This policy will be disseminated immediately throughout the Trust following ratification.

The dissemination and implementation process is:

- Line-Managers will convey the contents of this policy to their staff.
- Employees will be made aware of this policy using existing staff newsletters and team briefings.
- The policy will be published and made available on the Intranet.

**MANAGEMENT OF CHANGE PAPER**

<b>Directorate</b>	<b>MH/CHS/ FYPC.LD/ENABLING/HOSTED SERVICES (Select)</b>
<b>Service</b>	
<b>Management Lead</b>	
<b>Human Resources Lead</b>	
<b>Date</b>	

**1. RATIONALE FOR CHANGE**

What prompted the change?

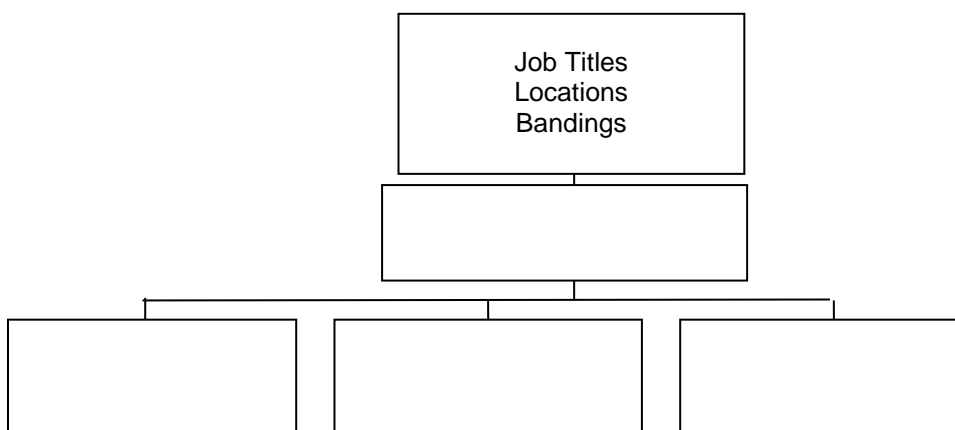
What are the drivers?

Is this part of an existing service development initiative? If so, please state which and also whether the increase/decrease has been included in the 5-year SDI plan.

Why is change needed?

Why now?

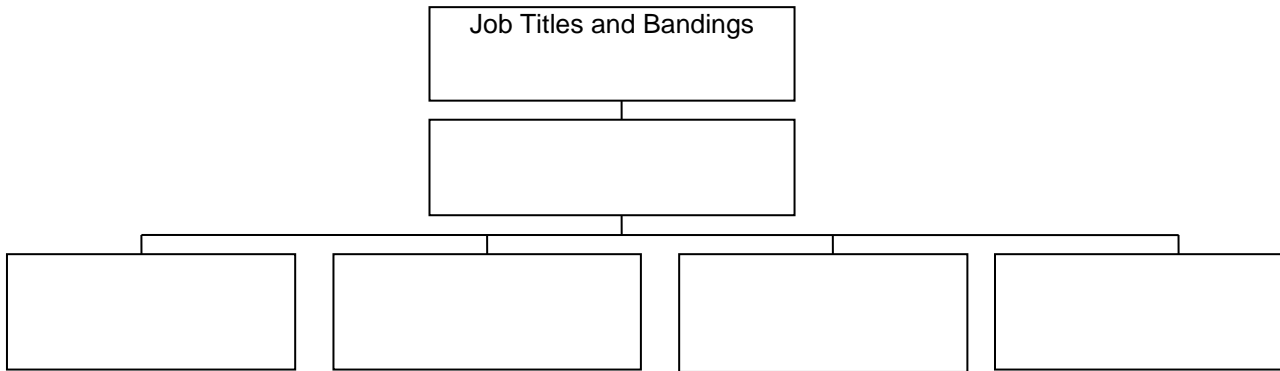
**2. CURRENT POSITION / STRUCTURE**



**3. PROPOSAL**

If appropriate, include alternative options and appraisal of each. If only one option, please include details full detail of the proposal including detail of any pre-consultation events/activity.

Outline of the proposed structure:



#### 4. EMPLOYEE IMPLICATIONS

- What posts do not appear in the new structure?
- How are roles changing?
- Is there a change in working patterns?
- Is there a change of base involved? If so, have you completed the Health and Safety 'Checklist for Managers to consider prior to relocation / moving (in or out)' (available on eSource)
- Who if anyone is to be placed at risk?
- Potential suitable alternative posts identified within the structure?
- When is the change likely to take place?
- Are there any redundancies envisaged?

Will voluntary redundancy be an option? NB: any proposal to offer VR will require NHS Improvement (NHSI) approval **prior** to being offered which mitigates against this being a viable option in most cases. May need to consider in exceptional circumstances whether staff can 'step out' of process if more people than posts but would still need to follow compulsory redundancy route and suitable alternative employment will be sought for the duration of the notice period.

Need to include a table with a before and after – clearly outlining the wte/headcount before the change and the wte after the change – by band.

See below for example:

Band	Current wte	Current headcount	Proposed wte	Change +/-	
7					
5					
3					
etc					
Total					

#### 5. FUTURE TRAINING AND RECRUITMENT IMPLICATIONS

##### a. Training needs

##### Things to consider/include in this section:

Are there any learning and development needs associated with the change and if so, what are they, how will they be met and within what timescale?

Does the change involve changes to job roles that will require training and development i.e., addition of management responsibility into new job descriptions requiring training in line management/HR.

Include details of what support will be in place in terms of training and development – think about Clinical Education Team/services offered by Learning and Development/external courses where appropriate.

#### **b. Recruitment**

Does the MOC have implications for future recruitment plans? i.e. if a service is expanding how will you recruit? Are there any wider implications for the organisation (i.e. shortage occupations/ recruitment strategies etc)

### **6. IMPACT ON GOVERNANCE ARRANGEMENTS**

#### **Things to consider/include in this section:**

You must ensure that you have reviewed the proposed new structure and associated job description and person specification amendments to ensure that they are fit for purpose and future governance arrangements have been considered.

The purpose of this section is to highlight the impact that the changes may have on governance arrangements within the service in any of the areas listed below. This is particularly important where roles are being changed or numbers of staff are reducing significantly to ensure that no 'tasks or roles undertaken by staff are 'lost'.

e.g., If you were removing an Administrator post which included the responsibility for Health and Safety Fire Safety for a building you must demonstrate that you have recognised this and how you are going ensure this responsibility is fulfilled in the future.

The key areas to consider are:

- Governance
- Quality
- Patient Safety
- Finance
- Human Resources.

N.B It is acceptable to note: 'No adverse impact on future governance arrangements identified'.

### **7. FINANCE**

#### **Things to consider/include in this section:**

Outline financial implications of the change – this should include.

- Information regarding any cost increase or cost saving anticipated because of the proposal.
- An explanation of how addition costs – if any - will be met.

## 8. RISK ASSESSMENT

### **Things to consider/include in this section:**

You should consider and include in this section details of the potential risks associated with the proposed change. Examples of areas where risks may be identified are:

- Service delivery/continuity
- Patient experience
- Finance
- Staff experience
- Media

If risks are identified which warrant inclusion on a Risk Register, carry out a full risk assessment using the Safeguard Risk Module to ensure that any risks associated with the change are considered and appropriately managed.

For guidance and support with risk assessment please contact the Risk Assurance Team on 0116 295 0863.

## 9. DUE REGARD

### **Things to consider/include in this section:**

The Trust's 'Due Regard' template which looks at the impact of service changes/developments on protected characteristics must be completed and attached to this proposal.

N.B The Equalities Team advise that most MOCs will be equality relevant because they have consequences for service users, patients, staff or other people. You can contact the Equalities team for advice and support on completing Due Regards on 0116 295 3417.

## 10. METHOD OF PROCEEDING

### **Things to consider/include in this section:**

Produce initial implementation plan to be finalised when change has been approved.

**NB: Include details of legal requirement for consultation where staff may be made redundant (30/45 days depending upon number of staff affected) or proposed length of consultation for MOCs not proposing redundancies.**

## 11. ASSOCIATED POLICIES

Management of Organisational Change

**If document is to be emailed can either embed or include hyperlink.**

**NB: 'Strictly Private and Confidential' watermark to be removed when approved**

Appendix 2

Management of Change  
Implementation Plan

	Action	Date(s)	Notes/Comments
1	MOC Paper agreed through appropriate service operational group		
2	SPF or Informal SPF held to discuss paper with Staff Side and make any agreed amendments		
3	Final paper signed off by: DMH: Workforce Group CHS: Workforce Group FYPC/LD: Senior Management Team Enabling/Hosted: Executive Team Any significant changes shared with Staff Side.		
4	Formal communication to be sent to all affected staff including details of proposed changes, MoC paper, dates of consultation meetings.		
5	Formal consultation period commences		
6	Group consultation meeting(s)		
7	Individual Consultation Meetings		
8	Cooling off period		
9	Formal communication to be shared with affected staff confirming outcome of consultation, feedback document, confirmation of implementation date		
<b>If MOC includes revised posts/possible redundancies (delete if not applicable):</b>			
10	Automatic confirmation in post for staff if appropriate (info to be included in formal letter.		
11	Automatic confirmation in post for staff if appropriate (info to be included in formal letter.		
12	Commencement of 12 weeks' formal notice period		
13	Invite applications for positions ring-fenced within the new structure (info to be included in formal letter – see 6)		
14	Closing date for applications (info to be included in formal letter – see 6)		
15	Interview date(s) (info to be included in formal letter – see 6)		
16	Feedback on outcome of interviews		
17	Staff unsuccessful at interview to be supported to seek suitable		

	alternative employment within the Trust/local area		
18	End of formal notice period		
19	Implementation date		

**DELETE IF NOT NEEDED**

Please note that, to allow service changes to commence prior to implementation date, all staff may be asked if they would consider working on a voluntary basis. In such circumstances the following wording will be used:

*“Whilst I have asked for volunteers to work the above alternative (insert details of the change is), this is without prejudice to the consultation that is being undertaken in relation to the proposed change of (insert details of the change), and will not be taken or used as evidence that you have acceded to any of the proposed changes or are able to undertake the hours you have volunteered to work temporarily on a regular basis”.*



## Appendix 3

### Leicestershire Partnership NHS Trust Management of Change for **INSERT NAME OF SERVICE**

#### Individual Consultation Meeting Proforma

Name	Post Title and Grade	Post Number
Full Time <input type="checkbox"/>  Part Time <input type="checkbox"/>	No of hours per week	Working pattern
Do you have any other NHS Pensionable employment? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please state number of hours worked.	Have you had a break in your NHS continuous service? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, for how long and under what circumstances?	Are you a Lease Car holder? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, when does your lease end?
Current post Start Date	NHS Start Date	Home address
Mode of transport for getting to work	Access to car for getting to work	
<b>Issues for Consideration</b> (e.g., Willingness/ability to be redeployed (or work across multiple bases) if necessary, travel arrangements, carer responsibilities, personal circumstances, flexible working request, intended retirement date, forthcoming maternity leave etc). Any specific issues with 7 day working.		

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<b>Annual Leave commitments</b>
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<b>Signature of employee</b>
------------------------------

<b>Signature of interviewer</b>
---------------------------------

<b>Date of interview</b>
--------------------------

<b>Others present:</b>
------------------------

## Appendix 4

### **GUIDANCE NOTES FOR DEALING WITH EMPLOYEES WHO ARE DECLARED 'AT RISK' BECAUSE OF ORGANISATIONAL CHANGE**

The general philosophy and policy of the Trust will always be to seek alternative employment for individuals declared 'at risk' and to avoid redundancy situations wherever possible. Resolution will be sought within a 12-week timescale. These arrangements will be implemented working in partnership with Trade Union representatives and ensuring individuals are informed and updated as appropriate:

1. During a period of organisational change an employee who is declared 'at risk' will be seen as soon as possible by his/her Manager and a Human Resource representative. The employee may be accompanied by a Trade Union representative, or a colleague employed by the Trust.
2. The purpose of the meeting will be to formally declare the employee 'at risk'. The meeting will also provide an opportunity for all parties to discuss interim employment options available and review the individual's preferences about redeployment opportunities. A review and record of all details regarding job preferences will be taken to assist with the search for redeployment.
3. The relevant Line Manager, supported by a Human Resources representative has responsibility for identifying suitable redeployment opportunities and for notifying the individual of suitable alternative posts in line with their preferences. However, the individual concerned must also take personal responsibility to identify posts that they have an interest in and to notify the lead Human Resources representative accordingly.
4. The Human Resource representative must ensure that the 'at risk' employee has access to the internal vacancy bulletin and apply the principles as set out in the Memorandum of Understanding in relation to the redeployment of staff in the Midlands and East of England. All parties involved have a responsibility for considering the posts suggested and the employee is responsible for confirming with the Human Resources representative if they are interested in being considered for the post within reasonable timescales as agreed.
5. 'At Risk' employees may be offered suitable alternative employment, which may mean:
  - a. Taking a new role
  - b. A variation in role or responsibilities
  - c. Changing working team or location
  - d. Changing hours or work patterns
  - e. Undertaking training.
6. The 'at risk' employee will be considered for posts classed as suitable alternative in advance of internal or external competition. Employees who meet the essential criteria in the person specification for posts will be guaranteed a redeployment interview.
7. When a suitable vacant post is identified a Human Resource representative will contact the manager responsible for the vacancy and arrange a redeployment interview within 10 working days. The redeployment interview will take place with the recruiting manager and a Human Resources representative (if available). The

purpose of the redeployment interview will be to discuss the requirements of the post in detail, assess the employee's suitability for the post and to allow the manager and employee to check or clarify any outstanding issues or queries regarding the vacant post.

8. If suitable, the employee will be offered a trial period of no less than 4 weeks in order to provide a settling in period during which time the employee and the Manager will assess the suitability of the post. A trial period may be extended with agreement. Any extension agreement should be confirmed in writing and should specify the end of the trial period.
9. The Manager will inform Human Resources that the 'at risk' employee has been placed in a suitable post and the employee's name will be removed from the 'at risk' register for the duration of the trial period.
10. During the trial period the appropriate Manager must meet with the employee weekly to review the trial period and ensure that queries or issues are clarified at the earliest opportunity. The Manager should give regular feedback to the employee on their performance within the role. If the Manager and employee consider the trial period has been successful a meeting will take place at the end of the 4-week trial period to confirm this and a letter will be sent to confirm the employee's permanent appointment to the post.
11. If either the Manager or employee feels the post is not suitable then the reasons must be fully explored, recorded and confirmed in writing. The employee's manager and the Human Resources representative will resume responsibility for managing the process and the employee will be given 'at risk' status for any remaining time of the 12 week redeployment period. It should be noted that any trial periods undertaken by the employee are included within the 12 week redeployment period.
12. 'At Risk' employees will be provided with ongoing support until an appropriate post is found or they reach the end of their notice period. The issues must be handled fairly and consistently. 'At Risk' employees will be expected to take positive approach to applying for posts identified as suitable. Every practical opportunity will be taken to militate against redundancy.
13. Where an employee identified as 'at risk' expresses an interest in a post at the same band or below that would not be classed as a suitable alternative employment, but for which they do meet the essential criteria, they will be guaranteed an interview. However, they would not be eligible for protection if appointed. For example, a Band 7 'at risk' employee would be guaranteed an interview if they applied for a Band 5 post, but they would not be eligible for protection if appointed.
14. Throughout the process it is important that the regular meetings are held and contact maintained between the appropriate Managers, Human Resources representative and the 'at risk' employee to ensure that the process is always handled smoothly and efficiently.
15. Should a suitable alternative post not have been found within 12 weeks, a further extension may be agreed by the Director of Human Resources and Organisational Development. Any agreed extensions to the redeployment/notice period should not exceed a further 6 weeks.

16. The following arrangements are in place to assist with identifying suitable posts for 'at risk' employees:
- The Human Resources representative will be responsible for ensuring the appropriate details of the 'at risk' employees, for which they have a responsibility, are maintained on the centrally held 'at risk' register.
  - The Recruitment Team will forward potentially suitable vacancies to the 'at risk' employee via email throughout the redeployment period. The employee is responsible for responding within agreed timeframes.
  - In line with the above protocol if a post is considered suitable the Human Resource representative must notify all appropriate parties that a post has been identified on the list and act as appropriate. As a minimum this should include the employee's existing Manager and their Trade Union representative.

## Appendix 5

### Role of the Redeployment Officer

- 1.1 We recognise that being placed 'at risk' and subsequently under notice of redundancy / termination due ill health can be a stressful time. As a result, employees under formal notice are assigned a nominated redeployment officer who is a member of the Human Resources Team, to support them through the redeployment process.
- 1.2 Your nominated redeployment officer will discuss the following with you at the start of your redeployment period:
  1. **Skills profile:** They will go through a skills profile form with you, and this will help us match your skills and experience to any current vacancies in order to explore suitable alternative employment opportunities for you.
  2. **Vacancy List/website:** A list of vacancies that are available to all 'at risk' staff is published on the intranet and sent via email in a weekly bulletin. From this bulletin you can identify any vacant posts, at your current band and a band below, that you feel may be suitable. Job descriptions and person specifications for these posts will also be available from the website. You will also be given access to a restricted area of NHS Jobs if you are at risk of redundancy.
- 1.3 The redeployment officer is responsible for ensuring your details are entered onto the redeployment register to ensure you receive the weekly job bulletins. The weekly bulletin is the method that LPT uses to ensure staff are notified of potential vacancies. You must also take personal responsibility to identify posts that you have an interest in and to notify your redeployment officer accordingly.
- 1.4 Your redeployment officer will agree with you at the start of your redeployment period how you would like to keep in touch, e.g., email, telephone, and the frequency of contact you can expect during your redeployment period. Usually contact is made on a weekly basis during the 12-week redeployment period.
- 1.5 The purpose of the contact with your redeployment officer is to: -
  - Discuss any potential vacancies you / your redeployment officer have seen in the weekly bulletin or NHS Jobs Website
  - Raise any queries you have regarding the process.
  - Explore if any additional support is required e.g., training, support with applications etc.
- 1.6 When a suitable vacant post is identified you will be responsible for submitting an application for the post and the redeployment officer will contact the recruiting manager and arrange a redeployment interview within 10 working days where possible e.g., may be extended where Occupational Health advice is needed. The redeployment interview will take place with the recruiting manager and a Human Resources representative (if available). The purpose of the redeployment interview will be to discuss the requirements of the post in detail, assess your suitability for the post and to allow the manager and you to check or clarify any outstanding issues or queries regarding the vacant post.
- 1.7 You will be provided with support from the redeployment officer until an appropriate post is found or you reach the end of your notice period. 'At Risk' employees will be

expected to take positive approach to applying for posts identified as suitable. Every practical opportunity will be taken to mitigate against redundancy or termination due to Ill Health.

- 1.8 Whilst it is the responsibility of the organisation to ensure that you have the best possible access to potential posts, it is also your responsibility to make every effort to secure suitable alternative employment. Should you not make every effort to do this, the organisation may decide to withhold any redundancy payment due to you if applicable.

## Appendix 6

### Management of Organisational Change Protection of Pay and Conditions of Service

#### 1. Introduction

The Trust aims to retain staff in employment wherever possible. However, there will be occasions when, because of organisational change, staff may need to be redeployed. The pay protection provisions are in place to provide protection for employees whose earnings are reduced because of organisational change. This document outlines the protection arrangements for employees to whom this applies. These provisions apply to all Agenda for Change staff, Medical and Dental Staff and staff on Very Senior Manager contracts (VSM).

These provisions exclude:

- Staff in receipt of pay protection under previous protection arrangement as at the 1 January 2017.
- Staff in receipt of protection originating from another organisation.

#### 2. Application

2.1 These provisions apply to any employee who, because of organisational or service changes, is required by management to move to a new/alternative post at a lower band or at the same band resulting in a loss of earnings. It provides for:

- a) Long-term protection of the basic wage or salary where down-grading is involved. This would normally apply to a post one band below (see Management of Organisational change policy for more information on suitable alternative employment)
- b) Short-term protection of earnings whether or not down-grading is involved. This applies to any employee who is required to reduce their contractual working hours or change their existing working pattern whilst retaining the same contractual hours, but has a loss of additional earnings e.g., enhanced hours etc.

2.2 The pay protection provisions provide a mechanism for the Trust to protect earnings for employees who suffer a financial detriment following redeployment to an alternative post for organisational change reasons. Protection will apply where the Trust defines the position as suitable alternative employment. In determining suitable alternative employment, the Trust will consider the actual amount of protection involved (including amount and length of protection) and whether this amount is reasonable in relation to the alternative cost of a redundancy payment.

#### 3. Exclusions

3.1 The following circumstances are specifically excluded from these provisions:

- Where an employee chooses to seek employment in a role involving a change of work pattern, a reduction in hours or a change to their work role which results in a reduction of pay.



- Where an employee chooses to accept a role as an alternative to redundancy that is not considered to be suitable alternative employment i.e. more than one band below
- Where an acting up or secondment arrangement comes to an end
- Where it has been identified that there has been a historical pay error resulting in incorrect payment of a higher salary.

3.2 In exceptional circumstances, where a formal bullying and/or harassment investigation has been undertaken and the recommendation is that an individual should be redeployed, in circumstances where there is no case to answer but the working relationship between individuals has broken down, pay protection will apply. Where it is recommended that an individual is redeployed due to subsequent disciplinary action, pay protection will not apply.

#### 4. Long Term Protection

4.1 An employee who is moved from one post to another and is downgraded as a result of the move will be entitled to protection of basic wage or salary and will not be entitled to the benefit of increments or pay awards for the following periods;

Reckonable Service	Protection Period
Under 2 years	n/a
2-5 years	1 year
5+ years	2 years

NB: Under normal circumstances protection will only apply to one band below.

4.2 Any additional earnings derived from work in the new post will be paid at the rate appropriate to the new post e.g., additional hours if protected in a part time post.

4.3 All other conditions of employment will be those applicable to the new post.

4.4 Protection will cease when:

- The period specified expires.
- The employee is appointed to a post at his/her own choice, in which the annual basic salary is equal to or higher than the protected basic salary.
- The employee moves to another post of their choosing.
- The employee leaves/retires from the Trust.
- The employee unreasonably refuses subsequent offers of suitable alternative posts.

#### Long term Pay Protection Conditions

4.5 Long-term protection of earnings is conditional on the employee accepting any subsequent offer of suitable alternative post with the Trust, which attracts a basic wage or salary equal to or greater than the basic wage or salary of the protected post.

4.6 If any employee unreasonably refuses to accept a post for which he or she can reasonably be suitable, entitlement to pay protection will not apply.

4.7 Where, because of organisational change, an employee is required to transfer to a lower banded post and reduce their contracted hours or change their working pattern, then short term pay protection will also apply in relation to their contracted hours, please refer to section 5.0 for details.

- 4.8 As a consequence of management of change and where the employee is in receipt of pay protection and although not 'at risk', staff will continue to be notified of vacancies at their protected band and will be required to apply for posts in which they meet the essential criteria.
- 4.9 When an employee has been redeployed into a suitable alternative role, it is a shared responsibility of both the Trust and the employee to identify suitable posts that arise, which mirror more closely the terms and conditions of the employee on pay protection.
- 4.10 Employees in receipt of pay protection will be notified by email of any posts at their protected band that may be considered suitable. Employees will be asked to complete a feedback template providing written reasons if they do not believe the post to be suitable and will not be applying. Where necessary there will be discussion with the employee and their representative. If management/HR still believes the post to be suitable, pay protection will cease.
- 4.11 Employees will be given preferential consideration after staff who are 'at risk' or seeking redeployment for ill health reasons. Selection will be through re-deployment interview and will in most circumstances undertake a trial period of 4 weeks.
- 4.12 The purpose of the trial period will be for the employee and line manager to assess the suitability of the post.
- 4.13 The details of the trial period should be confirmed in writing. In exceptional circumstances an extension to the trial period may be considered necessary, for example if further training is required. Any extension will be by agreement of both parties and be confirmed in writing.
- 4.14 During the trial period regular reviews should be held between the employee and the new line manager to assess how things are going. In addition, a final review of the trial period will be carried out by the new line manager, in conjunction with the employee and a decision will be made as to whether the job is suitable.
- 4.15 Where the employee is successful in the trial period, they will be moved into the role and their pay protection will cease.
- 4.16 When the trial period is unsuccessful for whatever reason, the employee will revert to their substantive lower banded post and will continue to receive protection.
- 4.17 The employee's pay protection under the protected post will remain until the final review meeting has taken place and a decision has been made.
- 4.18 Where there are any subsequent Management of Change processes, employees on pay protection will be pooled at their substantive band and not at their protected band.
- 4.19 An employee in receipt of protection, who is subsequently placed back in their former higher band, will enter at the same corresponding pay step as on the date they were downgraded. Their pay step will be adjusted to ensure a full 12 months is completed at that pay step before becoming eligible to progress to the next point on the pay spine.
- 4.20 An employee that is offered a secondment during their pay protection period will be offered the salary applicable to the seconded post for the duration of the secondment.

The time spent in a secondment will not extend the previously agreed pay protection period. For example:

Employee A

- Length of pay protection agreed was 1<sup>st</sup> January 2018 to 31<sup>st</sup> December 2020.
- Employee starts their secondment on the 1<sup>st</sup> July 2018 to 31<sup>st</sup> December 2018 and receives salary for the post.
- Employee A returns to their substantive post on the 1<sup>st</sup> January 2019 on their protected salary. The end date of the protection will be the 31<sup>st</sup> of December 2020 as originally stipulated above.

4.21 Employees who are absent from work due to sickness are entitled to receive long term pay protection during the period of sickness absence.

**5.0 Short Term Protection**

5.1 The employee's additional earnings are protected at the monthly average pay for the three months worked prior to the effective date of commencement of pay protection.

5.2 Additional Earnings Eligible for Protection are:

- Regular or contracted overtime
- Regular or contracted excess hours payments.
- Special duty payments (unsociable hours/shift duty/night duty etc.)
- On-call percentage (%).

5.3 Where an individual's earnings in the new post are higher or equal to their protected earnings, the higher earnings will be paid.

**Short Term Pay Protection Conditions**

5.4 Protection will be awarded based on staff having the following reckonable service at the point of the change:

<b>Reckonable Service</b>	<b>Protection Period</b>
Under 2 years	n/a
2+ years	6 months

5.5 Short-term protection of earnings is conditional on the employee undertaking any additional duties including additional hours which may reasonably be required: up to the level at which earnings in the new post equal the protected earnings.

5.6 The Trust aims to return employees to their protected hours. Whereas a result of organisational change, an employee is required to reduce their contracted hours, then short term pay protection will apply. The Trust considers that a reasonable reduction in hours should be no less than 90% of the employee's original hours. Should an employee secure a suitable alternative role where there is a reduction of up to 20% of their current contracted hours, pay protection will still be payable. Should the employee choose to accept an alternative post that is below 80% of their original contracted hours, protection of hours will be capped at 80%.

- 5.7 Where the pay element being protected after the change falls below the protected level of previous earnings for that pay element, short-term protection will continue to apply up to the time-limit specified.
- 5.8 Employees who are absent from work due to sickness or unauthorised absence are not entitled to receive short term pay protection during this period.
- 5.9 Any period of absence does not extend the previously agreed pay protection period.

## **6.0 Interaction between Short- and Long-Term Protection**

In cases where an employee is eligible for both short- and long-term protection, these will run concurrently.

## **7.0 NHS Pension Scheme – 1995 Section and 2008 Section Members Only**

For members of the 1995 Section and 2008 Section of the NHS Pension Scheme only - For pension purposes, where pay is reduced through no fault of their own, the pension member can apply for the higher rate of pay to be protected for pension purposes. This must be done within three months of the pay reducing. The pay does not have to be reduced more than 10% nor does the member need to be on or over their minimum retirement age and because it is through no fault of the member, then a protection of pay can be applied for more than once. Please refer to section 164 of Management of Organisational Change policy.

## **8.0 Other HR Policies**

Where redeployment into a suitable alternative post is due to any of the following reasons, please refer to the appropriate Trust Policy for details on whether pay protection applies.

- Ill health (Attendance and Wellbeing Policy and Procedure)
- Disciplinary action (Disciplinary policy and procedure)
- Performance/Capability issues (Supporting Performance Policy and Procedure.
- Reimbursement of Staff Expenses policy (Agenda for Change)

## **9.0 Excess Mileage**

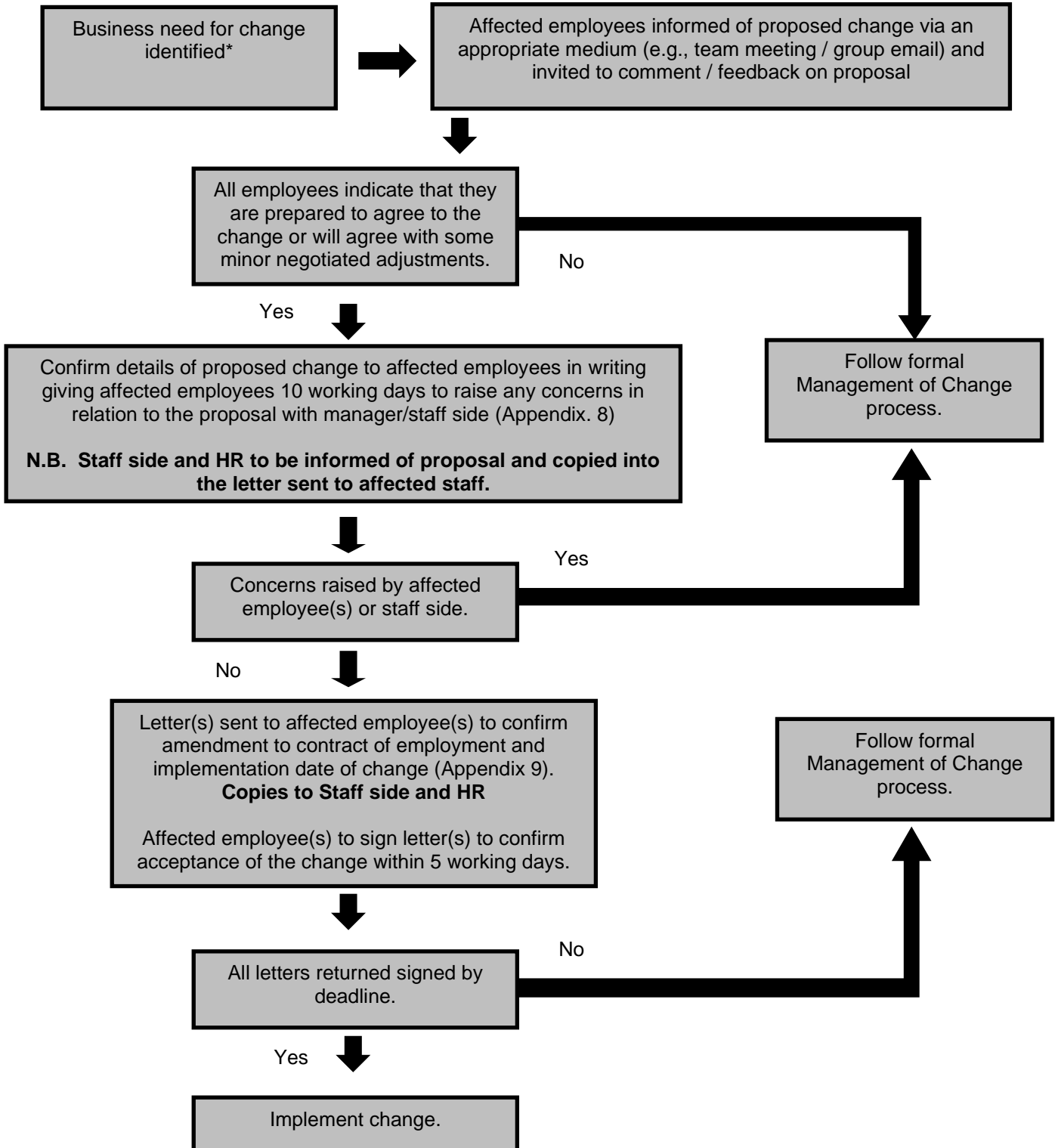
- 9.1 Employees who are redeployed to a suitable alternative post that involves a change of base/work location may be eligible for reimbursement of excess travel costs with effect from the date that the redeployment takes effect for a period of no more than 2 years.
- 9.2 Employees who are subject to a compulsory change of base following a management of change process, whether permanent or temporary, may be eligible for reimbursement of excess travel costs with effect from the date of the base move for a period of no more than 2 years.
- 9.3 Employees who believe they are eligible for excess mileage must complete an application form for Excess Daily Travel Allowance within 3 months of the redeployment/change of base. Following receipt of this form HR will confirm to the employee the amount of excess mileage which can be claimed and over what period.
- 9.4 Unless there are exceptional circumstances, claims for Excess Daily Travel received later than 3 months after the date of the change of base will not be accepted and the

employee will not be able to claim *any* excess mileage related to that change of base. For further information in claiming excess miles please refer to the Reimbursement of staff expenses policy (Agenda for Change).

## Appendix 7

### Change by Agreement (flowchart)

The flowchart below suggests how a change *could* be reached with affected employee(s) in circumstances when all affected individuals agree with the proposal:



\*If the proposal is a change of base, managers must ensure they complete the Health and Safety 'Checklist for Managers to consider prior to relocation / moving (in or out)' (available on Staffnet).

## Appendix 8

### Template letter: Change by Agreement Proposal

NAME

ADDRESS

DATE

Dear

#### MANAGEMENT OF CHANGE: PROPOSED CHANGE BY AGREEMENT

I write further to the recent discussions regarding a proposal to **insert details of change e.g., change base of work/amend working practice**. As you are aware, the reason for this change is to **insert rationale for change and insert details of how proposal has been communicated e.g. we have talked about this as a team/talked about this during supervision/team meetings/communicated about the proposal via email** there appears to be general agreement to the proposed change.

As a result, I would like to propose that we proceed with this change under Section 11.0 of LPT's Management of Change Policy and Procedure, which allows for a change to be implemented by agreement in circumstances where all affected employee(s) are willing to accept the change.

For me to be assured that all of those affected fully understand the change and the implications for their contract of employment I am writing to confirm the details as above and to invite you to contact me with any queries or concerns that you may have by **DATE** (10 working days). You can also contact a Staff Side representative to discuss any issues; staff side have been provided with a copy of this letter and informed of the proposal(s).

If by **DATE** (as above) no concerns have been raised by affected staff or Staff Side which would indicate that a Change by Agreement was no longer appropriate I will write to you again to confirm the change and implementation date. At that time, you will also be asked to sign an agreement to formally amend your contract of employment.

If you wish to discuss any of the details of this change then please do not hesitate to contact me on **NUMBER/EMAIL** or your Staff Side Representative or a **HR ADVISOR / BUSINESS PARTNER** on **TELEPHONE NUMBER**.

Yours sincerely,

MANAGER NAME

CC HR AND STAFFSIDE

## Appendix 9

### Template Letter: Change by Agreement Confirmation

NAME

ADDRESS

DATE

Dear

#### **MANAGEMENT OF CHANGE: CONFIRMATION OF AGREED AMENDMENT TO CONTRACT OF EMPLOYEMENT**

I write following my letter on **DATE** regarding a proposal to *insert details of change e.g., change base of work/amend working practice*. As no issues or concerns have been raised by affected staff or Staff Side in relation to this change, we will now proceed with implementing the change under section 11.0 of LPT's Management of Change Policy and Procedure, which allows for a change to be implemented by agreement in circumstances where all affected employee(s) are willing to accept the change.

I am therefore writing to confirm that effective from **DATE** [*insert details of change e.g., your base will change from xxxx to xxxx/there will be the following amendment to working practice*]. This letter confirms an amendment to your Contract of Employment in relation to this change only; all other terms and conditions remain unchanged.

**\*If change is related to a change of base:**

**If this new base is further away from your home than your current base, then you are entitled to claim excess daily travel expenses. If this is the case for you then please complete the enclosed application form and return it to me by DATE**

I enclose 2 copies of this letter and I would be grateful if you would sign both copies and return one to me for retention on your personal file by **DATE**. You should retain the other copy and attach it to your Contract of Employment.

If you have any concerns about signing this letter, please do not hesitate to contact me and I will be happy to answer any questions you may have. You can also seek advice from a Staff Side Representative or a **HR ADVISOR** on **EMAIL/TELEPHONE NUMBER**.

Yours sincerely,

MANAGER NAME

CC HR AND STAFFSIDE



**Leicestershire Partnership NHS Trust**

**Levels of Authority for Appeal against dismissal on the grounds of Redundancy**

Category of Staff	Dismissal
Chief Executive	<b>Panel of 3 comprising:</b> <ul style="list-style-type: none"> <li>• Chairman</li> <li>• 1 Non-Executive Director</li> <li>• HR Representative</li> </ul>
Executive Directors	<b>Panel of 3 comprising:</b> <ul style="list-style-type: none"> <li>• Chairman</li> <li>• 1 Non-Executive Director</li> <li>• HR Representative</li> </ul>
All Other Employees	<b>Panel of 3 comprising:</b> <ul style="list-style-type: none"> <li>• Director (not previously involved)</li> <li>• Non-Executive Director</li> <li>• HR Representative</li> </ul>

## The NHS Constitution

The NHS will provide a universal service for all based on clinical need, not ability to pay.  
 The NHS will provide a comprehensive range of services.

Shape its services around the needs and preferences of individual patients, their families and their carers	<input type="checkbox"/>
Respond to different needs of different sectors of the population	<input type="checkbox"/>
Work continuously to improve quality services and to minimise errors	✓
Support and value its staff	✓
Work together with others to ensure a seamless service for patients	✓
Help keep people healthy and work to reduce health inequalities	<input type="checkbox"/>
Respect the confidentiality of individual patients and provide open access to information about services, treatment and performance	<input type="checkbox"/>

## Appendix 12

### Stakeholders and Consultation

**Key individuals involved in developing the document.**

Name	Designation
Jas Lally	Senior HR Advisor

**Circulated to the following individuals for comments.**

Name
Directors / Heads of Service and Direct Reports
Operational HR Team
Equalities Team
Staffside
Strategic Workforce Group

## Due Regard Screening Template

<b>Section 1</b>			
<b>Name of activity/proposal</b>		Management of Change Policy	
<b>Date Screening commenced</b>		November 2022	
<b>Directorate / Service carrying out the assessment</b>		Human Resources	
<b>Name and role of person undertaking this Due Regard (Equality Analysis)</b>		Jas Lally, Senior HR Advisor	
<b>Give an overview of the aims, objectives and purpose of the proposal:</b>			
<b>AIMS:</b> The purpose of this policy is to provide a framework to enable organisational change to be managed in a systematic and fair manner, minimising the risk of redundancy and balancing the needs of affected employees and the Trust. The policy aims to provide appropriate support and guidance to line managers when planning and managing service developments that will result in organisational change.			
<b>OBJECTIVES:</b> The intention of this policy is to enable the Trust to manage the continuing need to have a flexible workforce and it is important that the policy is not restrictive which allows an adaptable approach to be adopted to reflect the circumstances of each organisational change on its own merit.			
<b>Section 2</b>			
<b>Protected Characteristic</b>	<b>If the proposal/s have a positive or negative impact please give brief details</b>		
Age	<p>The process ensures that in cases of organisational change the procedures are managed consistently and fairly across the Trust with clear guidelines to be followed in each case.</p> <p>The policy staff applies to all staff. The process ensure that no one receives less favourable treatment on the protected characteristics of their age, disability, sex (gender), gender reassignment, sexual orientation, marriage and civil partnership, race, religion or belief, pregnancy and maternity.</p>		
Disability	AS ABOVE		
Gender reassignment	AS ABOVE		
Marriage & Civil Partnership	AS ABOVE		
Pregnancy & Maternity	AS ABOVE		
Race	AS ABOVE		
Religion and Belief	AS ABOVE		
Sex	AS ABOVE		
Sexual Orientation	AS ABOVE		
Other equality groups?	AS ABOVE		
<b>Section 3</b>			
<b>Does this activity propose major changes in terms of scale or significance for LPT? For example, is there a clear indication that, although the proposal is minor it is likely to have a major affect for people from an equality group/s? Please <u>tick</u> appropriate box below.</b>			
Yes		No	
High risk: Complete a full EIA starting click <a href="#">here</a> to proceed to Part B		Low risk: Go to Section 4.	√

## Section 4

**If this proposal is low risk, please give evidence or justification for how you reached this decision:**

Equality monitoring has been incorporated in the overall policy compliance processes which aims to provide assurance that any potential adverse impact on any protected group during the implementation of the policy and associated procedures are identified and removed at the earliest opportunity.

<b>Signed by reviewer/assessor</b>	<i>J Kally</i>	<b>Date</b>	27.01.23
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*Sign off that this proposal is low risk and does not require a full Equality Analysis*

<b>Head of Service Signed</b>	<i>Clayton</i>	<b>Date</b>	07.02.23
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## Appendix 14

### DATA PRIVACY IMPACT ASSESSMENT SCREENING

<p><b>Data Privacy impact assessment (DPIAs) are a tool which can help organisations identify the most effective way to comply with their data protection obligations and meet Individual's expectations of privacy.</b></p> <p><b>The following screening questions will help the Trust determine if there are any privacy issues associated with the implementation of the Policy. Answering 'yes' to any of these questions is an indication that a DPIA may be a useful exercise. An explanation for the answers will assist with the determination as to whether a full DPIA is required which will require senior management support, at this stage the Head of Data Privacy must be involved.</b></p>		
<b>Name of Document:</b>	<b>LPT Management of Change Policy</b>	
<b>Completed by:</b>	<b>Jas Lally</b>	
<b>Job title</b>	<b>Senior HR Advisor</b>	<b>Date 27/01/23</b>
<b>Screening Questions</b>	<b>Yes / No</b>	<b>Explanatory Note</b>
1. Will the process described in the document involve the collection of new information about individuals? This is information in excess of what is required to carry out the process described within the document.	No	
2. Will the process described in the document compel individuals to provide information about them? This is information in excess of what is required to carry out the process described within the document.	No	
3. Will information about individuals be disclosed to organisations or people who have not previously had routine access to the information as part of the process described in this document?	Yes	In cases where an employee secures an alternative post with another NHS organisation as part of the MoC process, information about the individual would be share with the new employing organisation.
4. Are you using information about individuals for a purpose it is not currently used for, or in a way it is not currently used?	No	
5. Does the process outlined in this document involve the use of new technology which might be perceived as being privacy intrusive? For example, the use of biometrics.	No	
6. Will the process outlined in this document result in decisions being made or action taken against individuals in ways which can have a significant impact on them?	Yes	
7. As part of the process outlined in this document, is the information about individuals of a kind particularly likely to raise privacy concerns or expectations? For examples, health records, criminal records or other information that people would consider to be particularly private.	No	
8. Will the process require you to contact individuals in ways which they may find intrusive?	No	
<p><b>If the answer to any of these questions is 'Yes' please contact the Data Privacy Team via <a href="mailto:Lpt-dataprivacy@leicspart.secure.nhs.uk">Lpt-dataprivacy@leicspart.secure.nhs.uk</a></b></p> <p><b>In this case, ratification of a procedural document will not take place until review by the Head of Data Privacy.</b></p>		
<b>Data Privacy approval name:</b>	<b>Sarah Ratcliffe</b>	
<b>Date of approval:</b>	<b>16/03/2023</b>	

Acknowledgement: This is based on the work of Princess Alexandra Hospital NHS Trust