

# Management of Organisational Change Policy

This policy outlines the provisions for managing organisational change.

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## Policy on a Page

Please note that this is designed to act as a quick reference guide only and is not intended to replace the need to read the full policy.

### Summary and Aim

The purpose of this policy is to establish a clear and consistent framework for managing organisational change in a fair, transparent, and systematic way. It aims to minimise the risk of redundancy while balancing the needs of employees with the operational requirements of the Trust.

The policy supports the Trust in implementing organisational change responsibly, in accordance with employment legislation, local policies and procedures, and relevant terms and conditions of employment.

### Target audience

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.

### Training

The Human Resources team will provide guidance and support to managers at all stages of the application of this policy, ensuring consistent and fair implementation.

### Key requirements

Key requirements include the completion of essential preliminary actions and a commitment to ensuring that consultation with employees and Trade Union/Professional Organisation representatives is meaningful and initiated at the earliest appropriate opportunity.

In cases of redeployment arising from a management-of-change process, due process must be followed in accordance with the principles outlined in this policy.

# Introduction and Purpose

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, sex, 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 Roles and Responsibilities

### **Group Chief People Officer will have the responsibility for ensuring that:**

- 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 Inclusion 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 that:**

- 3.3 The policy requirements are observed within their area of responsibility.
- 3.4 Line managers receive 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 Effective workforce plans are created in accordance with service requirements.

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

- 3.7 Effective workforce plans are developed in accordance with service requirements.
- 3.8 The business case for change is identified and a consultation document is prepared explaining the rationale and the detail of the proposed changes, in line with process and applicable 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 Employees affected by the proposal/change are kept informed and provided with feedback throughout the management of change process.
- 3.13 Changes are implemented 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 They work in partnership with Trade Union/Professional Organisation representatives to resolve issues relating to organisational change.

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

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

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

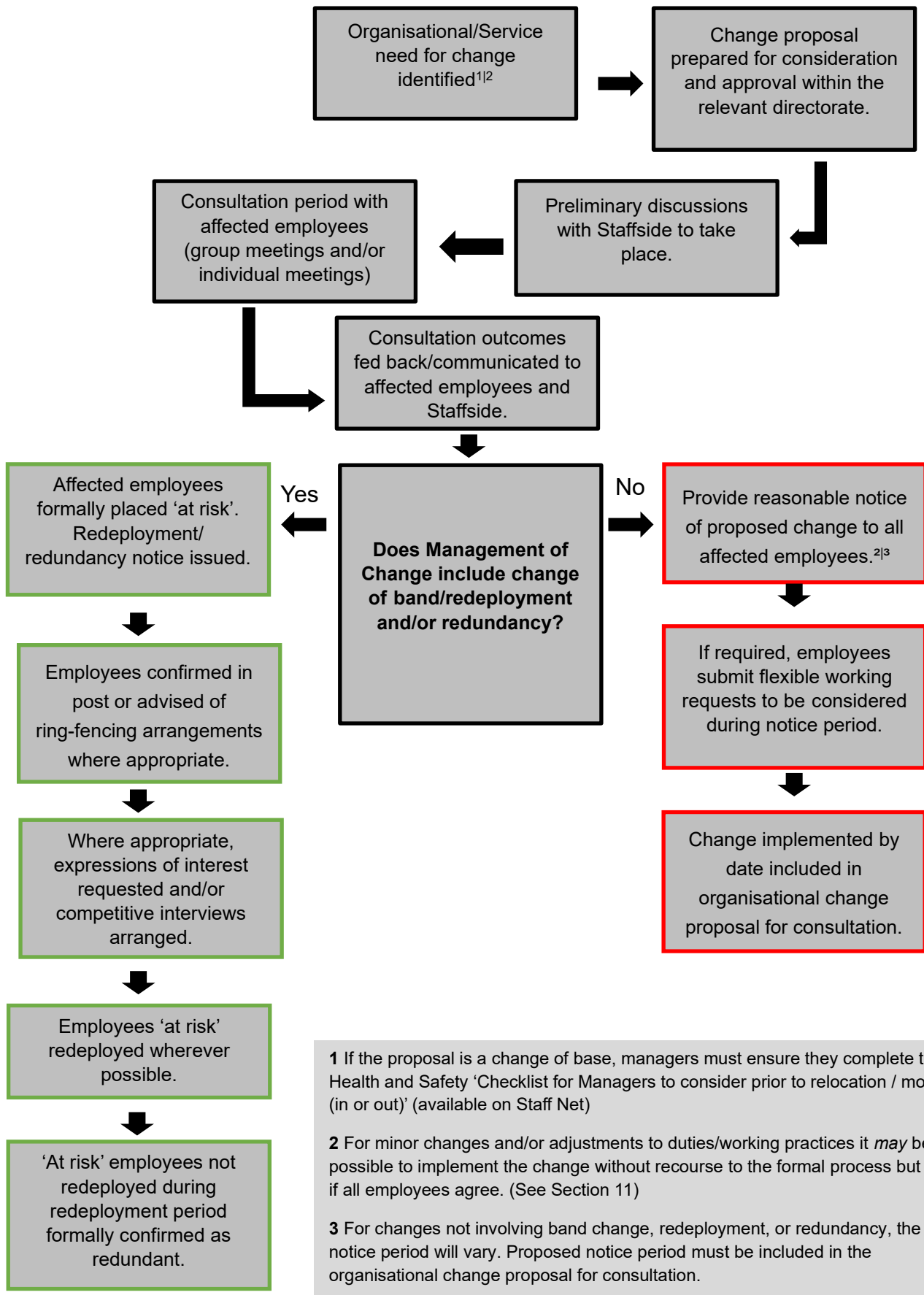
- 3.21 Engaging in meaningful consultation with management regarding organisational change proposals.
- 3.22 Working in partnership with management to resolve any issues.
- 3.23 Representing their members throughout the consultation and management of change process.

**Employees are responsible for:**

- 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 Process

### Overview of Organisational Change Process



## 5.0 Planning for Organisational Change

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

- Clearly identify the staffing establishment required to deliver the proposed service, including the number, type, and banding of employees for each element of the service model.
- Provide a clear comparison between the proposed workforce plan and the existing workforce arrangements, highlighting changes to staffing numbers, roles, and banding.
- Assess and describe the implications of the proposed changes for employees, including whether the change will be implemented on a phased basis or as a single organisational change, considering the scale and complexity of the proposal.
- Commit to early and ongoing engagement with recognised Trade Union and Professional Organisation representatives throughout the organisational change process, in line with Trust policy.

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 be 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
- A selection criterion 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**

Engagement within the Management of Change (MoC) is an ongoing, two-way process that supports employees and stakeholders to understand and prepare for change. It involves clear communication about the purpose, scope, and potential impacts of change and provides opportunities for feedback to inform implementation. Engagement activities may include team briefings, staff meetings, workshops, Q&A sessions, surveys, staff forums, and regular updates through established communication channels. Engagement is proportionate to the scale of change and complements, but does not replace, any formal consultation requirements.

The above are examples only and there may be occasion where it is not appropriate to carry out any engagement prior to the start of a formal management of change consultation process.

7.1 The Trust is committed to ensuring that consultation with employees and Trade Union/Professional Organisation representatives is meaningful and undertaken at the earliest appropriate opportunity.

- 7.2 The formal consultation period will commence on the date the Management of Change paper is issued to affected employees. This document must be provided at least five working days prior to any group or individual consultation meeting to ensure employees have adequate time to review the information and engage in meaningful discussion.
- 7.3 The duration of the consultation period may vary depending on several factors, including the scale of the proposed change, the number of employees affected, and whether 20 or more redundancies are anticipated. When determining the appropriate length of the consultation period, managers should seek advice from the Human Resources Advisory Team.
- 7.4 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.
- 7.5 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 where the Trust proposes to dismiss, as redundant, 20 or more employees within a single establishment (service area) within a period of 90 days or less. This collective consultation duty is in addition to the Trust's obligation to consult individually with each employee who may be affected by the proposed redundancies. Where appropriate, Trade Union and Professional Organisation representatives will be informed of individual consultation activity through the Staff Partnership Forums (SPFs). Notification will also be provided to the Trust's Staff Side Lead 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 employee affected by a proposed organisational change is entitled to full and meaningful consultation. The relevant manager, with guidance from the Human Resources Advisory Team, is responsible for ensuring that this consultation process is carried out appropriately.
- 9.2 Consultation will normally include a group meeting between the manager leading the change and the affected employees. This requirement may be waived where appropriate—for example, where only a small number of employees are impacted.
- 9.3 All affected employees are entitled to an individual consultation meeting with the relevant manager. A representative from the Human Resources Advisory Team would ordinarily be present. Employees also have the right to be accompanied by a recognised staff representative, professional organisation representative, or a workplace colleague from within the Trust.
- 9.4 Employees who are unable to attend consultation meetings must be kept informed and updated as soon as reasonably practicable. This includes, for example, employees on maternity, paternity or adoption leave, long-term sickness absence, or 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:
- An explanation of the change and general implications for employees and the Trust.
  - An outline of 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.
  - A discussion relating to the individual employee's circumstance e.g. work location, career development.
  - Advice to employees on the preparation of Skills Profile/Preference form where appropriate.
- 9.6 Where new posts are proposed as part of a management of change process, the relevant job descriptions will be made available to all affected employees at the commencement of the consultation period. It is considered best practice for these job descriptions to have been evaluated through the formal NHS terms and conditions job evaluation process prior to the start of consultation.
- 9.7 In exceptional circumstances - such as delays to job evaluation panels or consistency checking, which are outside of management's control - draft job descriptions with indicative bandings may be issued. In all cases, any draft job descriptions must be finalised, formally evaluated, and provided to affected employees before the end of the consultation period.
- 9.8 If the change affects more than one department, consistent information should be provided to all affected parties.
- 9.9 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.
- 10.4 There may be circumstances where the outcome of the MoC process is that proposed changes are paused, for any reason deemed appropriate by the service. For the purposes of this policy, a *pause* is defined as a conscious decision by the service to temporarily halt progression of a proposed Management of Change (MoC), including but not limited to:
- The delay or suspension of implementation of the proposed change
  - The deferral of consultation, engagement or any decision-making activities
  - The halting of progression following consultation but prior to implementation

- The deferral of activity due to operational, workforce, financial or external factors.

Where a pause extends beyond several months, the Trust recognises that circumstances, risks, and employee views may change. In such cases, it is expected that further engagement and/or formal consultation must recommence as per Section 9.0 of this policy, prior to implementation.

## **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 consider 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 information can be added to the Trusts' redeployment portal to enable suitable vacancies to be identified for the at-risk employee during the redeployment period
- 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.
- 12.7 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 applied where posts within the revised or newly established service are comparable to existing roles, but fewer posts are available than the number of employees placed 'at risk' of redundancy. In such circumstances, suitable posts will be "ring-fenced" so that only those employees directly affected by the change, and identified as 'at risk', are eligible to be considered for the vacancies.

13.6 **Expression of Interest:** Where new posts are created 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 were unsuccessful at an earlier competitive interview (as outlined above). For the purposes of this process, new posts include those where confirmation in post is not appropriate due to a significant change in duties. Affected employees will be invited to indicate which of the available posts they wish to be considered for. A formal selection process will then be undertaken.

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 placed '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 contractual or statutory notice period. (See Appendix 4).

14.2 As soon as practicable after the commencement of the redeployment period, eligible employees will be invited to attend a meeting with their assigned Redeployment Officer. At the employee's request, a staff representative or workplace colleague may also attend. This meeting will provide an opportunity to agree interim employment arrangements, review the employee's 'skills profile', and discuss individual preferences regarding redeployment opportunities. The information gathered will be added to the Trust's Redeployment Portal to support the identification of suitable vacancies for the at-risk employee throughout the redeployment period. Further guidance is provided in **Appendix 5**.

- 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 or the member of Human Resources 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 decline an offer of, suitable alternative employment will not be entitled to receive a redundancy payment. The assessment of “reasonableness” will consider whether, in light of the individual’s personal circumstances, the refusal of the post was justified.
- 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 A degree of flexibility and reasonable consideration of potentially suitable roles is expected from both employees and managers throughout the redeployment process. Employees are encouraged to seek advice from their Trade Union representative if they are uncertain about 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 minimum 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. The purpose of the trial period will be for the employee and line manager to assess the suitability of the post.
- 15.2 Where training is required to enable the employee to undertake the duties of the new role effectively, this should be identified before the trial period begins. This will ensure that the duration of the trial period is appropriate and realistic, considering the time needed for training and development.
- 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 required training is unavailable or if further training is required and in this case any extension should be confirmed to the employee in writing.

- 15.4 During the trial period regular reviews should be held between the employee and the new line manager to assess how the trial is progressing and ensure that any queries or issues are clarified at the earliest opportunity. In a final review of the trial, the new line manager in conjunction with the employee, will decide as to whether the new role is a suitable alternative.
- 15.5 If at any stage an employee believes that the proposed role is not suitable, the reasons must be clearly set out in writing. Employees who unreasonably refuse to accept an offer of suitable alternative employment will not be entitled to any redundancy payment. Any refusal should be on the grounds of one or more of the following:
- The role does not provide similar earnings (pay protection may apply)
  - The role does not offer similar working hours.
  - The role is not of comparable status.
  - The role is not within the employee's capability.
  - The role is not located within a reasonable geographical area.
- 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.

### **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.

19.2.4 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 NHS 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 NHS England.

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 Trust Redeployment Portal, career review, help with CVs/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 must submit a written appeal, setting out their intention to appeal, to the Head of Operational HR within 10 working days of the letter confirming their dismissal due to redundancy. This would ordinarily be at the end of the redeployment period.

22.2 Under normal circumstances an appeal shall be heard no later than 8 weeks after receipt of the appeal.

22.3 There will be one level of internal appeal only.

## 23.0 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.

## 24.0 Dissemination and Implementation

The policy is approved by the Leicestershire Partnership NHS Trust Workforce Development Group 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 Staffnet.

## Appendix One: Definitions

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'	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. <b>And/or</b> There is a reduction in the number of posts such that they might be unsuccessful in gaining a post following a competitive selection process. Employees who are 'at risk' of redundancy will be notified in accordance with the consultation process set out in Section 9.0 of this policy
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	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: 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. Or 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.
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> </ul> <p><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.</p>

## MANAGEMENT OF CHANGE (MoC) PROPOSAL

### Strictly Private and Confidential

#### 1. GENERAL INFORMATION

	Detail
<b>Trust</b>	Leicestershire Partnership Trust
<b>Directorate</b>	MH / CHS / FYPCLDA / Enabling / Hosted Services ( <b>select</b> )
<b>Name of Service</b>	
<b>Name of Management Lead</b>	
<b>Name of Human Resources Lead</b>	
<b>Date</b>	

#### 2. RATIONALE FOR CHANGE

##### 2.1 What has prompted this change?

Describe what has triggered the requirement to review, redesign, or amend the current service or structure.

##### 2.2 What is driving the change?

Outline the key drivers, for example:

- Patient safety or quality improvement
- Demand, capacity, or access pressures
- Workforce sustainability
- Financial or efficiency requirements
- National policy, commissioner, or regulatory requirements
- Local LPT transformation priorities

##### 2.3 Is this part of an existing Service Development Initiative (SDI)?

- Yes
- No

If yes:

- SDI title:
- Confirm whether workforce changes are included within the approved LPT 5-year SDI plan.

## **2.4 Why is the change needed?**

Set out the key issues with the current arrangements and the risks of not proceeding with change.

## **2.5 Why now?**

Explain the timing, for example:

- New or updated guidance
  - Known risks or incidents
  - Performance or workforce concerns
  - Opportunity to improve outcomes, efficiency, or compliance
- 

## **3. CURRENT POSITION / STRUCTURE**

Describe the current service or team, including:

- Staffing establishment (WTE and headcount)
- Roles, responsibilities, and reporting lines
- Working patterns and locations
- Any identified risks, gaps, or inefficiencies

(Structure charts may be attached where helpful.)

## **4. PROPOSED CHANGE**

### **4.1 Description of the proposal**

Provide a clear and concise explanation of the proposed changes.

### **4.2 Options considered**

Where applicable:

- Describe alternative options explored
- Summarise advantages and disadvantages
- Explain why the preferred option has been selected

### 4.3 Pre-consultation engagement

Describe any early engagement undertaken in line with LPT expectations (e.g. team briefings, informal discussions, initial conversations with staff-side).

### 4.4 Proposed structure

Describe and/or attach the proposed structure. Include key information such as staffing levels, roles, responsibilities, working patterns, locations, reporting lines and any issues with the existing arrangements.

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## 5. EMPLOYEE IMPLICATIONS

Detail the potential impact on staff, including:

- Posts being created, removed, or changed
- Changes to duties, responsibilities, or pay bands
- Changes to working patterns or hours
- Relocation or base changes
  - Confirm completion of the **LPT Health and Safety Checklist for Managers prior to relocation/moving**, where applicable
- Staff identified as at risk
- Suitable alternative employment opportunities
- Anticipated timescales
- Whether redundancies are proposed

#### Important note:

Any proposal involving Voluntary Redundancy (VR) requires prior approval from NHS England and is not normally a viable option. LPT's Management of Organisational Change Policy must be followed in full.

### 5.1 Staffing comparison table

Include a clear "before and after" table showing whole-time equivalent (WTE) and headcount changes by band.

Band	Current wte	Current headcount	Proposed wte	Proposed Headcount	Change +/-	Comments
7						
5						

3						
etc						
<b>Total</b>						

---

## 6. FUTURE TRAINING AND RECRUITMENT IMPLICATIONS

### 6.1 Training and development

Outline:

- New skills or competencies required
- How training will be delivered (e.g. LPT L&D, Clinical Education Team)
- Timescales for completion

### 6.2 Recruitment implications

Describe:

- Any additional recruitment activity
- Known recruitment risks (e.g. hard-to-fill roles)
- Wider workforce implications for LPT

---

## 7. GOVERNANCE, QUALITY, SAFETY, FINANCE AND HR CONSIDERATIONS

Describe how the proposed changes have been assessed to ensure future arrangements remain compliant and effective.

Consider:

- **Governance:** Oversight, assurance, statutory or reporting responsibilities
- **Quality:** Ability to monitor and maintain service quality
- **Patient Safety:** Risk management and incident oversight
- **Finance:** Budget management and financial accountability
- **HR:** Line management, supervision, rostering, and HR processes

Where appropriate, it is acceptable to state:

*“No adverse impact on future governance arrangements identified.”*

## 8. FINANCIAL IMPLICATIONS

Outline:

- Forecast cost pressures or savings
  - How any additional costs will be funded
  - Confirmation of affordability within agreed budgets
- 

## 9. RISK ASSESSMENT

Identify risks associated with the proposed change, including potential impact on:

- Service delivery and continuity
- Patient experience
- Staff experience and wellbeing
- Financial sustainability
- Reputation or media interest

Where required, risks must be logged and managed via the **Safeguard Risk Module** in line with LPT risk management processes.

For support, contact the Risk Assurance Team (0116 295 0863).

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## 10. DUE REGARD (EQUALITY IMPACT)

Confirm that the LPT **Due Regard / Equality Impact Assessment** has been completed and attached.

Advice and support are available from the LPT Equalities Team.

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## 11. METHOD OF PROCEEDING

### 11.1 Consultation and engagement approach

Outline:

- Proposed engagement and consultation plans
- Compliance with statutory consultation timescales (30 / 45 days where applicable)
- Engagement with Staff-Side representatives in line with LPT policy

## **11.2 Pause and re-engagement provision**

Where implementation of an LPT Management of Change proposal is paused for any reason, and this pause extends beyond several months, the service will recommence appropriate engagement and/or formal consultation. This will ensure that staff, trade union representatives, and other relevant parties are given the opportunity to provide updated feedback and that any changes in context, risk, or impact are appropriately reviewed prior to implementation.

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## **12. ASSOCIATED POLICIES**

- LPT Management of Organisational Change Policy
- Any other relevant LPT policies or procedures (Embed or hyperlink where circulated electronically).

## Appendix Three

### Management of Change Implementation Plan

	<b>Action</b>	<b>Date(s)</b>	<b>Notes/Comments</b>
<b>1</b>	MOC paper agreed through appropriate service operational group		
<b>2</b>	SPF or Informal SPF held to discuss paper with Staff Side and make any agreed amendments		
<b>3</b>	Final paper signed off by: DMH: Workforce DMT CHS: Workforce DMT FYPC/LD: Senior Management Team Enabling/Hosted: Executive Team Any significant changes shared with Staff Side.		
<b>4</b>	Formal communication to be sent to all affected staff including details of proposed changes, MoC paper, dates of consultation meetings.		
<b>5</b>	Formal consultation period commences		
<b>6</b>	Group consultation meeting(s)		
<b>7</b>	Individual consultation meetings		
<b>8</b>	Cooling off period		
<b>9</b>	Formal communication confirming outcome of MoC consultation to be shared with affected staff including feedback document, confirmation of implementation date.		
<b>10</b>	Automatic confirmation in post for staff if appropriate (info to be included in formal letter.		
<b>11</b>	Automatic confirmation in post for staff if appropriate (info to be included in formal letter.		
<b>12</b>	Commencement of 12 weeks' formal notice period		
<b>13</b>	Invite applications for positions ring-fenced within the new structure (info to be included in formal letter – see 9)		
<b>14</b>	Closing date for applications (info to be included in formal letter – see 9)		
<b>15</b>	Interview date(s) (info to be included in formal letter – see 9)		
<b>16</b>	Feedback on outcome of interviews		
<b>17</b>	Staff unsuccessful at interview to be supported to seek suitable alternative employment within the Trust/local area		
<b>18</b>	End of formal notice period		
<b>19</b>	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 Four

### Management of Change for **INSERT NAME OF SERVICE**

#### Individual Consultation Meeting Notes

<b>DATE OF CONSULTATION MEETING:</b>			
<b>EMPLOYEE NAME</b>		<b>POST TITLE AND BAND</b>	<b>POST NUMBER</b>
<b>Full time</b>	<b>Part time</b>	<b>No of hours per week</b>	<b>Working pattern</b>
<b>Do you have any other NHS Pensionable employment?</b>  Yes <input type="checkbox"/> No <input type="checkbox"/>  If yes, please state number of hours worked.		<b>Have you had a break in your NHS continuous service?</b>  Yes <input type="checkbox"/> No <input type="checkbox"/>  If Yes, for how long and under what circumstances?	<b>Are you a Lease Car holder?</b>  Yes <input type="checkbox"/> No <input type="checkbox"/>  If yes, when does your lease end?
<b>Current post Start Date</b>		<b>NHS Start Date</b>	<b>Home address</b>
<b>What is your mode of transport for travel to work?</b>		<b>Do you have access to a car for travel to work?</b>	
<b>Notes from discussion:</b> Consider any personal circumstances that may affect an employee's ability to move into a new role or adapt to new working arrangements; Willingness or ability to be redeployed   Ability to work across multiple bases, if this becomes necessary   Travel requirements or transport limitations   Caring responsibilities   Relevant personal circumstances   Existing flexible working arrangements or requests   Planned retirement date  Forthcoming maternity, paternity, or adoption leave   Any specific issues relating to the introduction of 7-day working			

**Annual Leave Commitments**

<b>Employee Signature</b>		<b>Date Signed</b>	<b>Name of HR Advisor present</b>
<b>Interviewer Signature</b>		<b>Date Signed</b>	

## Appendix Five

### Guidance notes for employees and managers during 'at risk' / redeployment period

<p>The Trust recognises that those employees being placed 'at risk' and subsequently under notice of redundancy can face a stressful time. This document provides guidance on how to manage redeployment support, identifying suitable alternative posts and recruitment &amp; trial periods.</p>	
<p><b>REDEPLOYMENT SUPPORT - Employees who are under formal notice will be assigned a nominated Redeployment Officer from the Human Resources team to support them throughout the redeployment process.</b></p>	
<p>• <b>What is the role of the Redeployment Officer?</b></p>	
1	<p>As soon as reasonably practicable after the commencement of the redeployment period, an employee who has been designated as 'at risk' will be invited to attend a meeting with their assigned Redeployment Officer. The employee may request to be accompanied by a staff representative or workplace colleague.</p>
2	<p>The purpose of this meeting is to agree interim employment arrangements, support in completing a Skills Profile, and discuss individual limitations in relation to suitable redeployment opportunities. Consideration should also be given to any relevant training or development required to support the employee in securing suitable alternative employment. Additional support needs - such as assistance with job applications or interview preparation—should also be explored and agreed as appropriate.</p>
3	<p>The redeployment officer will mutually agree with the employee at the start of the redeployment period how they will keep in touch, e.g., email, telephone, and the frequency of contact that is expected during the redeployment period. Usually, contact is made on a weekly basis during the 12-week redeployment period. In circumstances where the nominated redeployment officer is due to take a period of planned leave or is absent due to sickness for more than one week, alternative redeployment officer support will be arranged.</p>
<p>• <b>Completion of Skills profile</b></p>	
4	<p>The Redeployment Officer will complete a Skills Profile Form with the at-risk employee. The purpose of this process is to assess the employee's skills, experience, and competencies in order to identify potential matches to current vacancies and to support the consideration of suitable alternative employment opportunities.</p> <p>The completed Skills Profile Form will be uploaded to the Trust's Redeployment Portal to enable suitable vacancies to be identified for the at-risk employee during the redeployment period.</p>
<p>• <b>Access to the Trust's Redeployment Portal</b></p>	
5	<p>The Redeployment Officer is responsible for identifying potential suitable redeployment opportunities listed on the Trust's Redeployment Portal and for informing the at-risk employee of any roles that align with their skills, experience, and stated preferences.</p> <p>All vacancies will be published on the Trust's Redeployment Portal for employees to review and apply for. Employees may set up job alerts to receive notifications when new vacancies are posted. Certain vacancies may be made available exclusively to redeployees for a defined period.</p> <p>The Redeployment Officer is also responsible for monitoring the employee's applications recorded within the Redeployment Portal and discussing progress, outcomes, or any further support requirements with the employee as part of ongoing redeployment support.</p>
6	<p>The Redeployment Officer must ensure that the 'at risk' employee has full access to all suitable vacancies available through the Trust's Redeployment Portal and, where applicable, apply the principles outlined within the Memorandum of Understanding relating to the redeployment of staff across LLR and NHF, specifically MOU – LLR (2023) and MOU NHFT/LPT.</p>

7	However, the employee also has a responsibility to engage in the redeployment process. This includes actively identifying suitable vacancies, giving consideration to roles suggested by the Redeployment Officer, and submitting applications for appropriate posts within the agreed reasonable timescales.
8	The Redeployment Officer will provide ongoing support to 'at risk' employees until a suitable alternative post is secured or until the employee reaches the end of their notice period. Where a post is identified as suitable, the Redeployment Officer must notify all relevant parties and take the appropriate next steps. As a minimum, this communication must include the employee's current manager and their Trade Union representative.
<b>SUITABLE ALTERNATIVE EMPLOYMENT</b>	
9	Potentially suitable vacancies arising during the redeployment period may be identified either by the at-risk employee or by the Redeployment Officer. For each vacancy identified, the objective will be to reach agreement on whether the role constitutes suitable alternative employment. The Trust will take every reasonable and practical step to mitigate the risk of redundancy.
10	<p>For an employee to be matched to a post, it must be a suitable alternative to an individual's substantive post and all individual circumstances should be considered when assessing suitability for an identified role.</p> <p>For a post to be considered as a suitable alternative, it should:</p> <ul style="list-style-type: none"> <li>• Provide similar earnings (pay protection may apply)</li> <li>• Provide similar working hours.</li> <li>• Have a comparable status.</li> <li>• Be within the employee's capability.</li> <li>• Be located within a reasonable geographical area</li> </ul> <p>'At Risk' employees may be offered suitable alternative employment, which may mean:</p> <ul style="list-style-type: none"> <li>• Taking a new role</li> <li>• A variation in role or responsibilities</li> <li>• Changing working team or location</li> <li>• Changing hours or work patterns</li> <li>• Undertaking training.</li> </ul>
11	<p>Where an employee identified as 'at risk' expresses an interest in a post that is not considered to be a suitable alternative post (see No 10 above), 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.</p> <p>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.</p>
12	<p>Employees who unreasonably refuse to apply for, or decline an offer of, suitable alternative employment will not be entitled to receive a redundancy payment. The assessment of "reasonableness" will consider whether, in light of the individual's personal circumstances, the refusal of the post was justified. From a Trust perspective a post will <b>not</b> be considered suitable alternative employment when:</p> <ul style="list-style-type: none"> <li>• The role does not provide similar earnings (pay protection may apply)</li> <li>• The role does not offer similar working hours.</li> <li>• The role is not of comparable status.</li> <li>• The role is not within the employee's capability.</li> <li>• The role is not located within a reasonable geographical area.</li> </ul>
13	<p>A degree of flexibility and reasonable consideration of potentially suitable roles is expected from both employees and managers throughout the redeployment process. Employees are encouraged to seek advice from their redeployment officer or their Trade Union representative if they are uncertain about what constitutes suitable alternative employment.</p> <p>Once an individual has been placed into a trial period they will not be considered 'at risk' or be eligible for preferential consideration for any other vacancies during that time. If the trial is unsuccessful, the 'at risk' status will be reinstated for the remainder of the original 12-week redeployment period.</p>

<b>RECRUITMENT</b>	
<b>• Application</b>	
14	When a suitable vacant post is identified, the employee will be responsible for applying for the post via Job Train 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.
<b>• Preferential Status &amp; Interview</b>	
15	The 'at risk' employee will be considered for posts classed as suitable alternative and given preferential treatment during the recruitment process. Employees who meet the minimum criteria in the person specification for vacant posts or would do so with reasonable training will be guaranteed a redeployment interview.
16	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.
<b>TRIAL PERIODS</b>	
17	<p>If a post is deemed suitable, the employee identified as 'at risk' will be offered a trial period of no less than four weeks to allow a settling-in period during which both the employee and the manager can assess the suitability of the role.</p> <p>Where training is required to enable the employee to undertake the duties of the new role effectively, this should be identified before the trial period begins. This will ensure that the duration of the trial period is appropriate and realistic, considering the time needed for training and development.</p>
18	Before the work trial commences, the employee will undergo compliance checks via the Trust's recruitment system. After these check(s) have been concluded, the work trial can commence.
19	The trial period may be extended by mutual agreement. Any such extension must be confirmed in writing and must clearly specify the revised end date of the trial period.
20	During the trial period the appropriate manager must meet weekly with the employee to review the trial period and ensure that queries or issues are clarified at the earliest opportunity. The manager should provide regular feedback to the employee on their performance within the role. Permanent appointment to a suitable alternative role will be subject to the successful completion of a trial period in the new role.
<b>• What happens at the end of the trial period ?</b>	
21	<p>A final review of the trial period will be undertaken by the new line manager in discussion with the employee, after which a decision will be made regarding whether the role constitutes suitable alternative employment.</p> <p>If both the manager and the employee agree that the trial period has been successful, a meeting will be held at the end of the trial period to formally confirm this outcome. A letter will then be issued to the employee confirming their permanent appointment to the post.</p>
22	At the end of the trial period, the manager will inform the redeployment officer that the 'at risk' employee has been placed in a suitable post following a successful trial and the employee's name will be removed from the Trust's redeployment portal for the duration of any remainder of the redeployment I period.
23	<p>If either the manager or the employee concludes that the post is not a suitable alternative, the reasons for this decision must be fully explored, documented, and confirmed in writing following the meeting. The employee may be accompanied by a Trade Union representative or work colleague. The manager may be supported by a HR representative. Following this, responsibility for managing the process will return to the employee's current manager and the Redeployment Officer. The employee will be reinstated to 'at risk' status and re-added to the Trust's Redeployment Portal for the remainder of the 12-week redeployment period.</p> <p>It should be noted that any trial periods undertaken form part of, and are not additional to, the 12-week redeployment period.</p>

- What happens at the end of the redeployment period**

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Should a suitable alternative post not have been found within 12 weeks, a further extension may be agreed by the Group Chief People Officer of the Trust. Any agreed extensions to the redeployment/notice period should not exceed a further 6 weeks.

# Appendix Six

## 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 staff under NHS Terms and Conditions, Medical and Dental Staff and staff on Very Senior Manager contracts (VSM).

These provisions exclude:

- 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 applicable to the new 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 may continue to be notified of vacancies at their protected band and may be required to apply for posts in which they meet the essential criteria.
- 4.10 Employees in receipt of pay protection will be able to set up job alerts on Jobtrain 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 in receipt 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 Where an employee is in receipt of pay protection following a downgrade under a Management of Change (MoC) process, and is subsequently downgraded again during the pay protection period, the following principles will apply:

1. An employee downgraded from a higher band and placed on pay protection will retain the full duration of that pay protection entitlement as originally agreed. A subsequent MoC and further downgrade will not negate, shorten, or reset the original pay protection period.
2. Where successive downgrades result in overlapping pay protection entitlements at different bands, these protections will run concurrently rather than consecutively
3. During any period where more than one level of pay protection applies simultaneously, the employee will be paid at the higher protected band.
4. Once the higher-band pay protection period expires, any remaining lower-band pay protection entitlement will continue for the remainder of its original duration.
5. When all applicable pay protection periods have ended, the employee will be paid at the substantive band of the role they are employed in at that time.

4.21 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 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.

4.22 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).
- Pay and Staff Expenses Policy ).

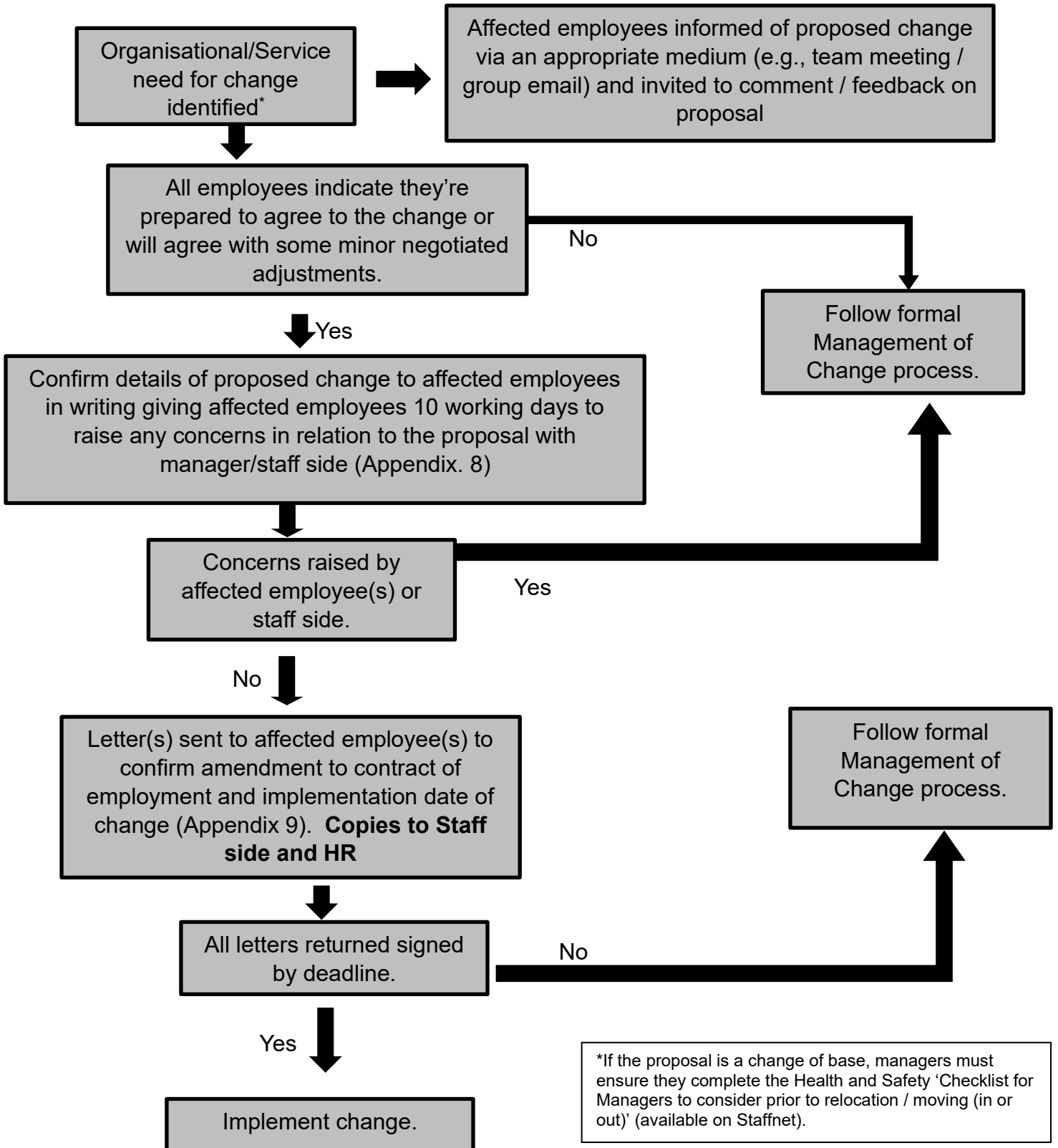
## **9.0 Excess Mileage**

- 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 Pay and Staff Expenses Policy.

# Appendix Seven

## Change by Agreement Flowchart

The flowchart illustrates the process when all affected employees agree with the proposed change.



# Appendix Eight

## 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] and there appears to be general agreement to the proposed change.

In view of this, I am proposing that the change is progressed under Section 11 of Leicestershire Partnership NHS Trust's Management of Change Policy and Procedure, which allows for a change to be implemented by agreement in circumstances where all affected employees are willing to accept the change.

To ensure transparency and to confirm that all affected employees fully understand the nature of the proposal and the potential implications for their contract of employment, I am writing to formally outline the proposal and to invite you to raise any questions or concerns.

Please contact me by [DATE – 10 working days from the date of this letter] should you wish to discuss any aspect of the proposal or if you have any concerns that you feel should be considered.

You may also wish to seek advice or support from a Staff Side representative. Staff Side have been provided with a copy of this letter and informed of the proposed change.

If no concerns are raised by you, other affected staff, or Staff Side by [DATE] that would indicate the change by agreement approach is no longer appropriate, I will write to you again to confirm the agreed change and its intended implementation date. At that stage, you will 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,

[Name]

[Job Title]

# Appendix Nine

## Template Letter: Change by Agreement Confirmation

NAME

ADDRESS

DATE

Dear [Employee Name],

### MANAGEMENT OF CHANGE: CONFIRMATION OF AGREED AMENDMENT TO CONTRACT OF EMPLOYMENT

I am writing further to my letter dated [DATE] regarding the proposed change to your contractual arrangements, specifically [insert details of the change, e.g. change of base of work / amendment to working practices].

As no issues or concerns have been raised by you, other affected staff, or Staff Side in relation to this proposal, the Trust will now proceed with implementing the change in accordance with Section 11.0 of Leicestershire Partnership NHS Trust's Management of Change Policy and Procedure, which allows changes to be implemented by agreement where all affected employees are willing to accept the change.

I am therefore writing to formally confirm that, with effect from [EFFECTIVE DATE], [insert clear description of the change – e.g. your base of work will change from X to Y / the following amendment to your working practices will apply].

This letter confirms an amendment to your Contract of Employment in relation to this change only; all other terms and conditions remain unchanged.

#### **\*Include if change is related to a change of base\***

If your new base of work is further from your home address than your current base, you may be entitled to claim excess travel expenses in line with Trust policy. If this applies to you, please complete the enclosed application form and return it to me by [DATE].

#### **Acceptance of Change**

I enclose two copies of this letter. Please sign and return one copy to me by [DATE], for retention on your personal file. You should retain the second copy for your own records and attach it to your Contract of Employment.

If you have any questions or concerns regarding this letter or the change being implemented, please do not hesitate to contact me. You may also seek advice from a Staff Side Representative or an HR Advisor/HR Business Partner on [email/telephone number] before signing.

Yours sincerely,

[Manager Name]  
[Job Title]

# Appendix Ten

## 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>• Chief Executive or Chairperson from another NHS Trust</li><li>• Non-Executive Director Senior HR Representative</li></ul>
Executive Directors	<b>*** Panel of 3 comprising:</b> <ul style="list-style-type: none"><li>• Non-Executive Director</li><li>• Director</li><li>• Senior HR Representative</li></ul>
Staff at Band 8c or above and Medical Consultants	<b>*** Panel of 3 comprising:</b> <ul style="list-style-type: none"><li>• Director or manager at 8C level or above</li><li>• Manager at Band 8b or above</li><li>• Senior HR Representative</li></ul>
All Other Employees and Medical Staff below consultant grade**	<b>*** Panel of 3 comprising:</b> <ul style="list-style-type: none"><li>• Chief Executive or Chairperson from another NHS Trust</li><li>• Non-Executive Director Senior HR Representative</li></ul>

# Appendix Eleven: Governance

## Version control and summary of changes

Version number	Date	Description of key change
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></p> <p><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. 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.            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	Term 'Automatic Slotting in' replaced with 'Confirmation in Post'. SCP and MHO taken into account when considering if a role is Suitable alternative employment. 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

Version number	Date	Description of key change
		<p>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. 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.</p> <p>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</p>

Version number	Date	Description of key change
		<p>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 cases be finalised, evaluated and provided to affected staff prior to the end of the consultation period.</p>
11	June 2018	<p><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 Staff net)</b></p>
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	<p>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.</p>

Version number	Date	Description of key change
14	March 2026	<p>Section 7.1 - wording added: Where management considers it beneficial, pre-engagement sessions may be arranged with affected employees to support understanding of the proposed changes.</p> <p>10.4 There may be circumstances where the outcome of the MoC process is that proposed changes are paused, for any reason deemed appropriate by the service. For the purposes of this policy, a <i>pause</i> is defined as a conscious decision by the service to temporarily halt progression of a proposed Management of Change (MoC), including but not limited to:</p> <ul style="list-style-type: none"> <li>• The delay or suspension of implementation of the proposed change</li> <li>• The deferral of consultation, engagement or any decision-making activities</li> <li>• The halting of progression following consultation but prior to implementation</li> <li>• The deferral of activity due to operational, workforce, financial or external factors.</li> </ul> <p>Where a pause extends beyond several months, the Trust recognises that circumstances, risks, and employee views may change. In such cases, it is expected that further engagement and/or formal consultation must recommence as per Section 9.0 of this policy, prior to implementation.</p> <p>Section 15 - wording added: Where training is required to enable the employee to undertake the duties of the new role effectively, this should be identified before the trial period begins. This will ensure that the duration of the trial period is appropriate and realistic, considering the time needed for training and development.</p> <p>Section 14.2 - amended to reflect redeployment process. Previous Appendix 5 ('Role of redeployment officer') removed; amalgamated with current Appendix 5 (Guidance notes for employees and managers during 'at risk'/redeployment period).</p> <p>4.20 Where an employee is in receipt of pay protection following a downgrade under a Management of Change (MoC) process, and is subsequently downgraded again during the pay protection period, the following principles will apply:</p> <ul style="list-style-type: none"> <li>• An employee downgraded from a higher band and placed on pay protection will retain the full duration of that pay protection entitlement as originally agreed. A subsequent MoC and further downgrade will not negate, shorten, or reset the original pay protection period.</li> <li>• Where successive downgrades result in overlapping pay protection entitlements at different bands, these protections will run concurrently rather than consecutively</li> </ul>

Version number	Date	Description of key change
		<ul style="list-style-type: none"> <li>• During any period where more than one level of pay protection applies simultaneously, the employee will be paid at the higher protected band.</li> <li>• Once the higher-band pay protection period expires, any remaining lower-band pay protection entitlement will continue for the remainder of its original duration.</li> <li>• When all applicable pay protection periods have ended, the employee will be paid at the substantive band of the role they are employed in at that time.</li> </ul>

## Responsibilities

Responsibility	Title
Executive Lead	Group Chief People Officer
Policy Author	Senior HR Advisor
Advisors	
Policy Expert Group	

## Governance

Governance Level	Name
Level 1 Assurance Oversight	Joint People and Culture Committee
Level 2 Delivery Group for policy approval and compliance monitoring	Workforce Development Group
Consultation	Trust Policy Experts
	Staffside
	All LPT Employees Bands 7 and above

## Compliance Measures

KPI (only need 1-2 KPI's per policy)	Where will this be reported and how often
Number of staff formally affected by change As a % of the headcount	WDG Bi-monthly
Number of staff at risk of redundancy As a % of the headcount	WDG and Trust Board Bi-monthly
Number of staff redeployed As a % of the headcount	WDG Bi-monthly
Number of staff on pay protection Total number of staff	WDG Bi-monthly

## Training Requirements

There is no training requirement identified within this policy.

## References

- ACAS Guidance on Organisational Change & Redundancy – regularly updated, major revision 2023.
- CIPD Change Management and Restructuring Guidance – major publications 2020, 2022, 2023.
- Employment Rights Act 1996
- Equality Act 2010
- NHS England Workforce / HR Guidance – issued continuously; key change management guidance updated 2023–2024.
- NHS Improvement (NHSI) Guidance – organisational change / workforce guidance Undated
- NHS Terms and Conditions of Service Handbook (NHS Terms and Conditions) – first published 2004.