

**Nene Clinical Commissioning Group**  
**ORGANISATIONAL CHANGE POLICY**

**Nene CCG: HR17**

Version:	3
Ratified by:	CCG Governing Body
Date ratified:	1 October 2013
Name of originator / author:	Andrew Utley, Senior Solicitor, DAC Beachcroft LLP / Stephen Wright, Deputy Head of Human Resources Business Partners, GEM CSU
Name of responsible committee/individual:	CCG Corporate Services
Date of issue:	February 2014
Review date:	January 2016
Target audience:	All Staff

## ASSISTANCE WITH THE APPLICATION OF THIS POLICY AND UPDATES

This policy has been prepared so as to reflect the law as at 1 June 2013. The policy will require periodic review to reflect subsequent changes to the law. Changes to employment law have generally been made on 1 February, 1 April and 1 October in any given year.

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

Your line manager in the first instance or Corporate Services,  
Nene Clinical Commissioning Group, Francis Crick House,  
Summerhouse Road, Moulton Park, Northampton, NN3 6BF

### VERSION CONTROL SHEET

VERSION No.	DATE	WHO	STATUS	COMMENT
1	09.07.13	Stephen Wright	Draft	
2	14.08.13	Julie Fitzpatrick	Draft	
3	03.02.14	Julie Fitzpatrick	Final	Post union consultation and equality review

## Contents

## Page

1. Introduction	4
2. Scope	4
3. Definition	4
4. General principles in Organisational Change	4
5. Consultation and Engagement Responsibilities	5
6. Managing Organisational Change	6
7. Collective Consultation	6
8. Alternative Employment	10
9. Consideration of Redundancy	11
10. Eligibility for Redundancy Payment	11
11. Appeal Process	13
12. Pay Protection	14
13. Due Regard	15
14. Equality Statement	15

## 1. INTRODUCTION

- 1.1. The aim of this Policy is to outline the procedures which will apply to all employees who are affected by service or organisational change, modernised working methods and any other form of organisational re-structuring.
- 1.2. In periods of organisational change we will do our best to keep redundancies to a minimum. The ways in which we will do that are set out in this policy. When redundancies are necessary, we will act fairly, consistently and in such a way as to minimise any hardship suffered by those affected by the redundancies.

## 2. SCOPE

- 2.1. The procedure outlined in this policy does not apply to individuals working on bank contracts or working through agencies or other contractors. The procedure is not contractual.

## 3. DEFINITION

- “CCG” – Clinical Commissioning Unit
- “CSU” – Commissioning Support Unit
- ‘Trade Unions’ – recognised and accredited by the CCG

## 4. GENERAL PRINCIPLES IN ORGANISATIONAL CHANGE

- 4.1. We will operate this policy to ensure that there is no discrimination on grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability, pregnancy/maternity status, age or trade union membership or activity.
- 4.2. If employees work part-time, or under a fixed term contract, they will be treated in the same way as full time employees.

- 4.3. If we have to select some employees for redundancy, we will do so on the basis of fair and objective selection criteria.
- 4.4. The application of this policy needs to balance the requirements to achieve the necessary implementation of organisational change whilst making every effort to minimise disruption to services and anxiety to staff, retain staff commitment and at the same time ensure compliance with employment legislation and good practice.
- 4.5. It will be of primary importance to maintain continuity of employment and stability within the workforce throughout any organisational change.
- 4.6. We shall seek to retain the knowledge, skills and experience of staff within the service where practicable and redundancies will be avoided wherever possible. In the event of redundancy being the only option, we will aim to manage this in the most fair, consistent and sympathetic manner possible.

## 5. CONSULTATION AND ENGAGEMENT

- 5.1. General principles which apply in all cases:
  - 5.1.1. Consultation will involve an opportunity for staff and their representatives to consider comprehensive information and to influence decisions and their application.
  - 5.1.2. All affected staff will be encouraged to involve their union representative throughout the consultation and engaging process.
  - 5.1.3. The forum for joint consultation will be the staff side partnership forum and the CCG Executive Board. However this shall not prevent management engaging directly with staff, full-time officers and local representatives on any changes where these are confined to an individual department/team or part of the organisation, as long as the Chief Officer is notified. Sub-groups of Executive Board may be set up to deal with specific aspects of this consultation, if appropriate.

## 6. RESPONSIBILITIES

### 6.1. Responsibilities of Employees

- 6.1.1. To be aware of the organisational change policy.
- 6.1.2. To attend all consultation meetings.
- 6.1.3. To participate actively in the redeployment process.

### 6.2. Responsibilities of Managers

- 6.2.1. To ensure employees are made aware of the procedure for organisational change.
- 6.2.2. To ensure the consultation document is completed and disseminated to all affected staff.
- 6.2.3. To ensure any staff on long term sick or maternity leave are kept informed of the potential change.

### 6.3. Responsibilities of Human Resources/Commissioning Support Unit

- 6.3.1. To maintain and update the organisational change policy in line with any organisational or legislative change.
- 6.3.2. To provide initial training and on-going support for all managers in dealing with the change management process.
- 6.3.3. To provide advice and support to ensure that the policy is applied fairly to all employees.
- 6.3.4. To provide advice and support in the preparation of consultation documents and the consultation period.

## 7. Managing Organisational Change

### 7.1. Principles:

- 7.1.1. This relates to any restructuring exercise.
- 7.1.2. The Chief Officer concerned shall lead the organisational change.
- 7.1.3. The GEM CSU Senior Human Resources Business Partner should be consulted and brought into the process at the earliest opportunity.

7.2. Process:

- 7.2.1. In the coordination of organisational restructuring, the following process will be applied:
- 7.2.2. When an organisational change is being considered the Staff Side Partnership Forum will be informed of the proposals
- 7.2.3. A consultation document will be prepared which will outline the proposed changes and the timetable for undertaking consultation with staff.

7.3. Collective consultation

- 7.3.1. We will begin a consultation process when the possibility of redundancies arises as required by law.
- 7.3.2. Where 20 or more redundancies are contemplated, within a 90-day period, we will consult with employee representatives. Consultation will start at least 30 days before the first redundancy.
- 7.3.3. Where 100 or more redundancies are contemplated, within a 90-day period, consultation will start at least 45 days before the first redundancy.
- 7.3.4. The following information will be provided to the employee representatives as part of the consultation process:
  - 7.3.4.1. The reasons for the proposed redundancies.
  - 7.3.4.2. The number and description of employees whom it is proposed to make redundant, and the total number of employees of that description who are employed at the establishment.
  - 7.3.4.3. The proposed method of selecting employees who may be dismissed by reason of redundancy.
  - 7.3.4.4. The proposed method of carrying out the dismissals. Due regard will be given to any agreed procedures, including the period over which the dismissals are to take effect.
  - 7.3.4.5. The proposed method of calculating any redundancy payments.

- 7.3.4.6. The number of agency workers working temporarily for and under the supervision and direction of the employer; the parts of the employer's undertaking in which those agency workers are working; and the type of work those agency workers are carrying out.
- 7.3.5. We will consult with the representatives with a view to reaching agreement on ways of avoiding dismissals, reducing the number of job losses and, where redundancies are necessary, reducing any hardship caused by the dismissals.
- 7.3.6. At the end of the consultation period, if a new structure has been agreed, the manager will write to all affected staff confirming the structure, job description and person specification.
- 7.3.7. The letter will specify which of the following will be applicable:
- a) Those posts which will retain the same duties, bands and into which individuals will be confirmed in post. Members of staff who are confirmed in post will not need to make an application for these posts.
  - b) Staff whose previous jobs will technically no longer exist in the new structure but for whom the scope of the duties, band/salary are largely unchanged (i.e. the job title may have changed but at least 50% of the duties are the same as before) are normally also confirmed in post.
  - c) Those staff whose posts within the current structure will disappear or change substantially and will therefore cease to exist within the revised structure may be declared 'at risk of redundancy' and given details of new opportunities.
  - d) Where a decision has been made to permanently remove a post, the staff affected should be advised in writing that they are 'at risk of redundancy' and are eligible to apply for posts within the defined ring- fence and given details of new opportunities.
- 7.4. During the consultation process, we will explain the criteria to be used to select for redundancy.

- 7.5. We may use different criteria for different redundancy exercises but in each case the criteria used will be reasonable and so far as possible, objective. No one will be selected for redundancy on any of the following grounds:
- union-related reasons;
  - for standing as, or carrying out the functions of, an employee representative;
  - health and safety reasons;
  - for asserting a statutory right;
  - for pregnancy, childbirth, maternity, paternity, parental, adoption related reasons;
  - in connection with the role of a pension scheme trustee;
  - for making protected disclosures;
  - in connection with a transfer pursuant to the Transfer of Undertakings (protection of employment) Regulations 2006;
  - reasons connected to the Working Time Regulations 1998
  - on grounds of sex, race, religion or belief, marital status, age, disability, sexual orientation, gender reassignment or the fact that you are a fixed term or part time worker.
- 7.6. The selection criteria chosen will be applied in a fair, consistent and non-discriminatory way.
- 7.7. **Individual consultation** - Employees who are provisionally selected for redundancy will be told as soon as possible. Selection at this initial stage is only provisional and may be subject to change. We will consult with employees on an individual basis and will continue to explore other options. We will tell employees why they have been provisionally selected and they will have a chance to respond to the proposal to make them redundant. Employees are encouraged to raise any alternatives that they think might be appropriate.
- 7.8. As part of the individual consultation process, we will discuss the following with employees:
- the reasons for the redundancies;
  - an explanation of the pool for selection, if relevant;
  - the selection criteria, if relevant;
  - why the employees have been selected for redundancy;
  - the timescale;
  - any redundancy payment;
  - any available vacancies for other jobs;

- any suggestions they may have in relation to their redundancy.

7.9. We will consider any points employees want to make during the consultation process and will then confirm whether or not they are to be made redundant.

## 8. **Alternative Employment**

8.1. Employees identified as being 'at risk' will be informed of any vacancies; including vacancies in other NHS Organisations (pay protection may not be applicable to such roles).

8.2. For the purposes of this policy, any suitable alternative employment opportunities shall so far as reasonably practical, be brought to the member of staff's attention in writing before the date of termination of contract and with reasonable time for the member of staff to consider it.

8.3. Suitable alternative employment shall be determined by reference to current employment legislation. Factors to be considered will include location, status and pay. In considering whether a post is suitable alternative employment, regard shall be given to the personal circumstances of the member of staff. Staff shall, however, be expected to show some flexibility by adapting their domestic arrangements where possible.

8.4. It shall be for the organisation to decide whether a post is deemed 'suitable alternative employment' and as such qualifies for pay protection. An individual employee may appeal against this decision by using the Grievance Procedure, without prejudice to their statutory rights if pay protection is to be offered.

8.5. Anyone who unreasonably refuses to apply, pursue or accept an offer of suitable alternative employment may lose their right to contractual redundancy pay.

## 9. Consideration of Redundancy

- 9.1. Where alternative employment has been identified, if the capacity and place in which the employee is employed, and the other terms and conditions of his employment, differ (wholly or in part) from the corresponding terms of the employee's previous role, we will consider offering the employee a four-week trial period in the new role.
- 9.2. If either party reasonably finds the situation unacceptable during the trial period the redundancy pay may not be jeopardised. If, following a trial period, a member of staff continues in the alternative job within the CCG there shall be no entitlement to redundancy pay. Where a member of staff accepts alternative employment, the trial period provisions as laid down in current employment legislation shall apply.
- 9.3. Where a member of staff wishes to change to a new post that requires re-training, this may be considered.

## 10. Eligibility for redundancy payment

- 10.1. Where a member of staff is to be made redundant, and has worked for the CCG for at least two years, or has accrued at least two years continuous service with a recognised NHS organisation will be entitled to a redundancy payment.

### 10.2. Statutory redundancy payment

- 10.2.1. A statutory redundancy payment is based on an employee's:
- age;
  - length of continuous employment after reaching the age of 18 - up to a maximum of 20 years;
  - their weekly pay, up to a statutory limit which is increased each year by the Government.

- 10.2.2. A redundancy payment is calculated as follows:
- one and a half week's pay for each year in which they are aged over 41 years;
  - one week's pay for each year in which they are aged between 22 and 41;
  - half a week's pay for each year in which they are aged under 22.

- 10.2.3. If a member of staff is entitled to a statutory redundancy payment, we will give them a statement explaining how it has been calculated.

### 10.3. Contractual redundancy payment

- 10.3.1. To qualify for a contractual redundancy payment the member of staff must have at least 2 years continuous NHS full-time or part-time service.

- 10.3.2. “Continuous employment”: means full-time or part-time employment with the CCG or a previous NHS Employer. If with more than one NHS employer, there must not have been a break of more than a week (measured Sunday to Saturday) between employments.

- 10.3.3. “Reckonable service”: for the purposes of a contractual redundancy payment, this is calculated on the basis of the service up to the date of termination of employment, means continuous full-time or part-time employment with the CCG or a previous NHS employer but with the following additions:

- where there has been a break in service of 12 months or less, the period of employment prior to the break will count as reckonable service;
- periods of employment as a trainee with a general medical practitioner, in accordance with the provisions of the Trainee Practitioner Scheme, will count as reckonable service;
- at the CCG’s discretion, any period or periods of employment with employers outside the NHS, where these are judged to be relevant to NHS employment, can be included in reckonable service.

- 10.3.4. The following employment will not count as reckonable service:

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

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

10.3.5. The redundancy payment will take the form of a lump sum, dependent on the member of staff's reckonable service at the date of the termination of their employment. The lump sum will be calculated on the basis of one month's pay for each complete year of reckonable service, subject to a minimum of two years' (104 weeks') continuous service and a maximum of 24 years' reckonable service being counted.

10.3.6. The contractual redundancy payment is inclusive of the statutory redundancy payment.

#### 10.4. NHS Pension & retirement

10.4.1. Members of the NHS Pension Scheme, who are made redundant and meet the conditions for a contractual redundancy payment as set out above, may choose to retire early without reduction in the value of pension benefits, as an alternative to receiving the full lump sum benefit. To qualify for early retirement the member of staff must:

- be a member of the NHS Pension Scheme;
- have at least two years' continuous service and two years' qualifying membership;
- have reached the minimum pension age.

10.4.2. Members of staff who wish to exercise this option should speak to a member of GEM CSU HR Business Partner Team.

### 11. Appeal process

11.1. Where a member of staff feels he/she has been unfairly dismissed, he/she will have the right of appeal. The redundancy notice shall not be suspended during the appeal process, but shall be revoked if the appeal is successful.

## 12. Pay Protection

- 12.1. The arrangements outlined below apply to all employees under Agenda for Change Terms and Conditions of employment.
- 12.2. Employees may be offered pay protection when, as a result of organisational change, they move to an alternative post where earnings are lower due to either a change of band affecting basic pay, or a loss of enhanced payments, or both.
- 12.3. Staff moving to a post in a lower band at their own initiative shall normally enter the new band on the same pay point, if this is at a point where the pay bands overlap or at the maximum point of the band.
- 12.4. There will be no entitlement to pay protection under this section where the reduction of band or enhancement is related to:
- (a) The lack of ability or competence of the employee to perform the duties of their existing band;
  - (b) The employee is redeployed following ill health;
  - (c) The employee, at their own volition, seeks to be redeployed to a lower band;
  - (d) A redundancy payment is made;
  - (e) An acting up or temporary re-grading reaches its agreed end, or finishes early.
- 12.5. No payment will be given unless there is an actual reduction in total earnings calculated as an average over a 12 week period prior to the date of change.
- 12.6. The procedure does not apply to individuals employed by agencies or other contractors.
- 12.7. **Short Term Pay Protection – (Refer to Pay Protection Policy)**  
Please confirm circumstances and nature of protection to be offered
- 12.8. **Long Term Pay Protection - (Refer to Pay Protection Policy)**  
Please confirm circumstances and nature of protection be offered
- 12.9. **Other Conditions of Service** - Following transfer to a new post all other conditions of service, with the exception of the pay protection arrangements,

will be those pertaining to the band of the new post. Other conditions of service will be adjusted at the time the change becomes effective. If pay is reduced under the circumstances relating to organisational change or a disability as defined by the Equality Act 2010, members of the NHS Pension scheme may have their period of NHS Pension Scheme membership preserved at the higher rate of pay. Contact must be made with the Human Resources Department within one month of pay being reduced to commence this process as this has to be actioned with the Pension Agency within three months of the change.

**12.10. Benefits that will not be protected**

- Any enhancements over and above basic pay

**13. Due Regard**

This policy has been reviewed in relation to having due regard to the Public Sector Equality Duty (PSED) of the Equality Act 2010 to eliminate discrimination, harassment, victimisation; to advance equality of opportunity; and foster good relations.

**14. Equality Statement**

Nene Clinical Commissioning Group (CCG) aims to design and implement policy documents that meet the diverse needs of our services, population and workforce, ensuring that none are placed at a disadvantage over others. It takes into account current UK legislative requirements, including the Equality Act 2010 and the Human Rights Act 1998, and promotes equal opportunities for all. This document has been designed to ensure that no-one receives less favourable treatment due to their reassignment, sexual orientation, marriage and civil partnership, race, religion or belief, pregnancy and maternity. Appropriate consideration has also been given to gender identity, socio-economic status, immigration status and the principles of the Human Rights Act.

In carrying out its functions, Nene CCG must have due regard to the Public Sector Equality Duty (PSED). This applies to all the activities for which Nene CCG is responsible, including policy development, review and implementation.