



<b>Organisational Change Policy (incorporating the Redundancy Policy)</b>	
<b>Author (s)</b>	HR Business Partner
<b>Corporate Lead</b>	<b>Leeds Community Healthcare NHS Trust</b> Director of Workforce
<b>Date issued</b>	2019
<b>Date reviewed</b>	September 2024
<b>Next review date</b>	October 2027

## **Executive summary**

This Policy and Procedure outlines Leeds Community Healthcare NHS Trust's approach to managing organisational change. The Trust recognises that change processes can be unsettling for employees who are affected, either directly or indirectly, and will make every effort to ensure that implementation of any change is managed and completed in a way that is sensitive, supportive and effective whilst also minimising disruption.

This policy has been drafted following consideration of legal requirements for proposed changes within the Trust.

To ensure good management practice, this Policy and Procedure sets out the arrangements and legal processes for employees who are affected by organisational change.

## **Equality Analysis**

Leeds Community Healthcare NHS Trust's vision is to provide the best possible care to every community. In support of the vision, with due regard to the Equality Act 2010 General Duty aims, Equality Analysis has been undertaken on this policy and any outcomes have been considered in the development of this policy.

## Organisational Change Policy

### Contents

<b>Section</b>		<b>Page</b>
1	Introduction	4
2	Aims and Objectives	4
3	Definitions	4
4	Responsibilities	6
5	Organisational Change	7
6	Implementing a New Structure	8
7	Redundancy	10
8	Pay Protection	11
9	Base Moves	12
10	TUPE	13
11	Pensions	14
12	Training needs	14
13	Approval and ratification process	14
14	Dissemination and implementation	14
15	Review arrangements	14
16	References	14
<b>Appendices</b>		
Appendix 1	Case for Change	16
Appendix 2	Redundancy Notification and Redundancy Protection	20
Appendix 3	Redundancy Redeployment SAE Assessment Form	23

## **1 Introduction**

Leeds Community Healthcare NHS Trust (the Trust) is committed to providing security of employment, as far as reasonably practical, for all employees. In circumstances where change is unavoidable, the Trust endeavours to support employees moving forward and to provide a sensitive, and supportive approach.

To reach these goals the Trust will work in partnership with Staffside Representatives and relevant, recognised Trade Unions to ensure a fair, balanced and reasonable approach. In circumstances where there is no alternative to redundancy the Trust will apply fair and consistent measures to ensure the employee is supported as much as possible during the process.

Throughout all the processes listed within this document, the Trust will continue to apply the vision and values of Leeds Community Healthcare NHS Trust.

## **2 Aims and Objectives**

The purpose of the Policy is to ensure that a framework exists for all employees in the event of an organisational change which may result in changes to working practices and/or terms and conditions, up to and including redundancy.

Where possible, the Trust will work with employees, Staffside and Trade Unions to protect employment. The Trust will engage in meaningful consultation where organisational change is required.

Minor changes within the Trust can still impact significantly on personal lives and the Trust aims to give sufficient time to support employees moving forward with the changes.

The Trust will seek to redeploy employees, where possible, who face a redundancy situation and will only make redundancies as a last resort.

## **3 Definitions**

### **3.1 Organisational Change**

A process in which an organisation changes its working methods or aims. This can be as a result of any service, structural or managerial change in the organisation that impacts on service provision and job content or structure.

An organisational change is any change that alters:

- Work patterns
- Work location
- Grade, pay or other terms and conditions of service
- Displacement of post(s) through the reduction of numbers of posts (see section 7 Redundancy)
- Fundamental nature of the role and main responsibilities / duties
- Employer e.g. as a result of TUPE transfers etc.

For the purpose of this policy organisational change will refer to “minor” changes when referring to base moves etc. where there are no potential job losses. However, the term “minor” in no way indicates that the change will not affect employees in some measure but is merely a term to differentiate between major changes within the Trust such as redundancy, TUPE etc.

### **3.4 Redundancy**

The Employment Rights Act 1996 states that an employee is dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to the fact that:

- The employer ceases to carry on the business in which the employee was employed
- The employer ceases to carry on that business in the place where the employee was employed
- The needs of the business for employees to carry out work of a particular kind cease or diminish *OR*
- The needs of the business for employees to carry out work of a particular kind in the place where the employee was employed cease or diminish

The employee must have a minimum of two years' continuous service within NHS employment to qualify for a redundancy payment. (Section 16, NHS Terms and Conditions of Service Handbook)

### **3.5 Suitable Alternative Employment (SAE)**

A role is offered to the employee as an alternative to redundancy. Consideration is given to:

- The terms of the job being offered, for example the pay, status, hours.
- The skills and knowledge of the employee in relation to the job

### **3.6 Alternative Employment**

Alternative employment is where an employee elects to undertake a role which is not commensurate with their previous role. The role can be accepted as an alternative to redundancy. This would be considered mutually agreed alternative employment.

### **3.7 Pay Protection**

Pay is protected for either a short or a long period of time dependant on the nature of the change. Details can be found in the Trust's Pay Protection Policy.

### **3.8 Collective Consultation**

The process where the Trust engages with Staffside on the changes they wish to implement. As part of collective consultation, Staffside will negotiate on behalf of the employees within the area of proposed change.

The Trust will also consult with all employees within a service whether directly or indirectly impacted by change as a group.

### **3.8.1 Individual Consultation**

During and following collective consultation, individuals will have the opportunity to engage in 1:1 conversation with the manager responsible for the change about the personal impact of any changes.

## **3.9 Service Dates**

### **3.9.1 Trust Continuous Service Date**

This is the date that the employee has continuous service with the Leeds Community Healthcare Trust from, with either no break or a break of less than a week. A week is measured Sunday to Saturday; there should be a break of 1 full week from Sunday to Saturday for the break to be considered a break in service.

### **3.9.2 NHS Continuous Service Date**

Date from which the employee has worked continuously for the NHS (as long as there has not been a break of a week or more measured Sunday to Saturday between any periods of employment).

### **3.9.3 Reckonable Service**

Providing the employee has not had a break in NHS service of over twelve months, the period of NHS employment prior to any break counts as reckonable service and therefore previous service can be included when calculating contractual redundancy.

## **4 Responsibilities**

### **4.1 Manager's Responsibilities**

- To act fairly and consistently in line with Policy and legislation
- Disseminate Policy to employees and ensure shared understanding
- Engage in meaningful consultation in a timely manner
- Provide Staffside with information regarding any proposed organisational change in line with collective consultation requirements
- Consult with Staffside / Unions with a view to reaching agreement where possible
- Actively support employees who are seeking redeployment into a suitable alternative role and to take a record of meetings held as part of this process

### **4.2 Employee's Responsibilities**

- Attend any consultation meetings as requested
- Actively consider any amendments to their post or offers of suitable alternative employment and trials where appropriate
- Outline any preferences for redeployment and personal constraints for alternative employment where appropriate

- Actively take part in seeking alternative employment when placed at risk of redundancy
- Undergo any reasonable training required to assist with redeployment
- To contact their union representatives for support

#### **4.3 HR Responsibilities**

- Oversee the implementation, monitoring and review of this Policy
- Work in partnership with managers, Trade Union and employees to ensure staff are treated fairly and consistently within the framework of this Policy
- Advise managers and employees of options available should an employee be managed under this policy
- Be responsible for requesting redundancy calculations from payroll where necessary
- Ensure managers are aware of best practice in relation to organisational change and redundancy

#### **4.4 Union / Staffside Responsibilities**

- Work in partnership with managers, and HR to agree consultation methods and promote a culture of involvement
- Attend consultation meetings and represent members in any formal meetings held in line with this Policy
- Advise employees of their rights and responsibilities
- Support employees through any organisational change process

### **5 Organisational Change**

#### **5.1 Support in Times of Change**

It is acknowledged that change can be difficult for employees and the Trust make every effort to support employees. A list of support available can be found on the intranet.

#### **5.2 Case for Change**

Where there is a requirement to consult, the manager must submit a Case for Change (Appendix 1) giving full details of the impact and the potential consequences regarding the required change including the effect to the workforce and cost implications. This will be submitted to Staffside and the Trust Leadership Team (TLT). TLT will make a decision on the validity of the proposal should there be a proposal for redundancies.

#### **5.3 Consultation Process**

Collective consultation will normally be in a range from 14 to 45 calendar days, less may be considered for some changes if reasonable and agreed on an individual, case by case basis between management and Staffside representatives

Once the validity / need for the change has been decided upon with TLT, the Case for Change will be formally collectively consulted upon with Staffside. Arrangements will be

made to formally launch collective consultation with those employees affected by the proposed change.

In some cases, employees may have involvement in developing the Case for Change prior to formal consultation. During the formal collective consultation period, employees are encouraged to discuss and share any concerns, questions or comments on the proposed changes with either their union representative or their manager.

Management will consider all feedback and comments provided to them during the collective consultation period and will refer to this during the final decision on the proposal. A meeting will be held with Staffside at the end of the collective consultation period to discuss with them the final decision and resultant change.

A meeting with all affected employees will be held to advise of the outcome, with Staffside present. The confirmed Case for Change will be re-circulated. Following this meeting, the individual consultation process will commence. There is no set timescale for individual consultation, however the Trust will encourage all employees to have a minimum of one meeting. Employees will also be encouraged to be accompanied at all individual consultation meetings by their Trade Union representative or a colleague if they are not a member of a Trade Union.

## **6.0 Implementing New Structure**

To implement a new structure fairly, several processes will be considered and utilised as appropriate:

### **6.1 At Risk**

If it is identified that there will be a reduction in roles due to a restructure, employees, who are employed to the specific role, will be issued with a letter formally informing them that they are at risk of redundancy.

For example: In the old structure there are 10 posts but in the new structure there will only be 7 posts – this means that potentially 3 employees are at risk of redundancy. However, because at this stage it is impossible to determine who may be unsuccessful at securing one of the 7 remaining roles the Trust will issue an 'At Risk' letter to each of the 10 employees.

### **6.1 Slotting**

Slotting is a process where the same or similar role remains in the new structure. For example, if there is one team manager in the old structure and one team manager in the new structure in which the content of the role is significantly the same (including banding, hours, responsibilities etc.) then the existing substantive manager would slot into the post in the new structure.

### **6.2 Pooling (Ring Fencing)**

Pooling occurs where the number or types of roles has changed in the new structure. Identification on the appropriate pool/s will be determined predominantly by the content of the new role and the requirement of band, qualifications and / or experience.



All employees will be notified which pool/s they have been allocated to and they have the right to challenge the decision. Employees should raise their concerns to the manager who is leading on the restructure within 10 working days of their notification. The manager will then, in conjunction with HR, consider the challenge and respond within 5 working days in writing with the outcome. Should an employee choose to exercise this right they must identify a reason why they feel that they should be included in another pool or excluded from the one classified. It is possible for employees to be allocated to more than one pool.

### **6.3 Selection Process**

There are several options for the selection procedure. The process which is felt to be the most appropriate will be discussed with during collective consultation.

Commonly used procedures are interviews, assessment centres or tests. Information and explanation on the preferred method of selection process will be advised during individual consultation.

The procedure for each selection process may differ, however in all formats the employee will have the right to challenge the outcome. This will be explained during the selection process.

Scores and outcomes from the selection process will only be shared with the individual concerned.

### **6.4 Suitable Alternative Employment (SAE)**

For employees who were unsuccessful in securing a role during the selection process, and where all opportunities for alternative roles within their structure have been exhausted, the employee may be formally served notice of redundancy depending on their substantive role. The Trust will look for suitable alternative employment (SAE) from vacancies within the Trust, for a period of 12 weeks, following the redeployment process. Notice of redundancy will be served at the appropriate point during this period.

In situations where there is disagreement between the Trust and the employee with regard to a potential post, the employee will have the option to appeal using the template (Appendix 3). The employee must highlight the differences between their substantive post and the offered role, clearly demonstrating why the role is not comparable. If the employee is still in dispute with their line manager about the suitability of the role, they can request a formal employment meeting with the General Manager. If they continue to dispute the decision following this a formal meeting will be scheduled with an independent manager. The independent manager will review the roles and the reasoning provided by the employee and their line manager as to why they believe the roles are unsuitable. They will have the authority to uphold dismissal without redundancy pay or overrule this decision.

Should the independent manager decide the evidence provided indicates the role is not suitable the offer of the SAE role will be withdrawn. Should no other position become available during the notice period the employee will be dismissed on the grounds of redundancy.

Should the panel decide the evidence provided indicates the role is suitable the offer will remain. Should the employee choose to continue to refuse to accept the post the employee will be dismissed on the grounds of redundancy at the end of the notice period without a redundancy payment.

### **6.5 Mutually Agreed Alternative Employment**

In some situations, a role may be available which would not usually be considered SAE, e.g. it is 2 bands lower and not eligible for pay protection or has a substantially different number of hours. In such cases if the employee accepts or proposes the role as a substitute post, this will be deemed as a mutually agreed alternative to redundancy.

### **6.6 Trial Periods**

In circumstances for SAE and alternative employment a trial period of up to four weeks will be offered to the employee. Where a trial demonstrates that a role is not suitable, an employee would be entitled to undertake further trials during their notice until either a trial results in successful redeployment, or their notice period ends.

Should a trial period finish after the date of redundancy termination and the trial is unsuccessful redundancy may still apply. The redundancy payment will be calculated at the original date of termination for the substantive post.

### **6.7 Training for New Role**

Employees must meet the essential criteria from the job description to be eligible for consideration (i.e. qualifications for a particular skill) of redeployment. The Trust accepts there may be some training or development needs in a new role, and these should be achievable within 3 months of commencing a work trial or the role in order for the post to be considered SAE.

### **6.8 Staff on Maternity / Adoption / Shared Parental Leave**

There are enhanced protections which may impact this for at risk employees who are pregnant, adopting or who are on maternity / adoption / shared parental leave.

From 6 April 2024, the redundancy protected period for employees who are pregnant, adopting or who are on maternity / adoption / shared parental leave has been extended. Please refer to (Appendix 2) and the Organisational Change Toolkit for more information.

## **7 Redundancy**

Following a selection process where there are more people than posts available or where there is no longer a need for a specific type of role, and where all opportunities for alternative roles within their structure have been exhausted the Trust will continue to identify and offer roles which are deemed Suitable Alternative Employment during a 12 week redeployment period. It is expected that employees will also seek roles internal and

external to the Trust during this time. The Trust will issue a notice of redundancy letter at the appropriate point during this period.

### **7.1 Time Off for Employees at Risk**

Employees who are officially notified that they are at risk have the right to take reasonable paid time off for interviews for alternative employment both internally and externally from the Trust. Employees must discuss their time off requirements with their line manager.

### **7.2 Final Payment**

Final payment of salary and redundancy payment will be made in line with payroll cut off dates that follow the final date of employment.

PLEASE NOTE: The Trust will continue to look for and make offers of SAE for members of staff until the final day of employment (see section 6.4)

### **7.3 Conditions of Redundancy Payment**

Employees who are entitled to a redundancy payment are advised to halt all NHS work, including bank shifts, for a period of four weeks following the date of termination of employment.

Employees shall not be entitled to a redundancy payment if they;

- Are dismissed for reasons of misconduct, with or without notice
- at the date of the termination of the contract have obtained without a break, or with a break not exceeding four weeks, suitable alternative employment with the same or another NHS employer
- Unreasonably refuse to accept, or apply for, suitable alternative employment within either the Trust or another NHS employer
- Leave their employment before expiry of notice, except if they are being released early
- Are offered a renewal of contract (with the substitution of the new employer for the previous NHS one)
- Where their employment is transferred to another public service employer who is not an NHS employer
- Have had employment that has been taken into account for the purposes of a previous redundancy, or loss of office payment by an NHS employer (Agenda for Change Section 16.6)
- Where the employee has previously been given NHS pension benefits, any employment that has been taken into account for the purpose of those pension benefits (Agenda for Change Section 16.6)

Redundancy entitlements are set out in section 16 of Agenda for Change Terms and Conditions. Employees are strongly advised to take the opportunity to read this section in the event of a redundancy situation.

### **8.0 Pay Protection (Short and Long Term)**

In some circumstances pay protection may apply please refer to the Trust's Pay Protection Policy.

### **9.0 Base Moves**

On occasion there are times when employees are required to move to a new base, either as a temporary measure or on a permanent basis. All employees of the Trust have a mobility clause in their contract; however the Trust recognises that moves can be disruptive to employees and / or teams and patients. The Trust will only seek to transfer staff or departments due to organisational, economical or service delivery capacity reasons.

#### **9.1 Organisational or Economical Base Moves**

Where the department is required to move to a new base, a Case for Change should be completed. This should detail the reason and the proposed date for the move. Where the base move is due to restructures Section 5 of this policy will apply. It should be noted however that on occasion the Trust may not be able to provide sufficient notice of the change of base if the alterations are being directed by external sources e.g. Commissioners, landlords etc.

Employees will be given the opportunity to discuss issues that the base move may cause them personally during their individual 1:1. The Trust will endeavour at all times to support staff during and immediately after the move to ensure minimum disruption to their professional and personal lives.

#### **9.2 Base Move due to "Service Delivery Capacity"**

The Trust recognises that patients should be the first priority to services and therefore, when necessary, there is a requirement for employees to change their base on either a temporary or a permanent basis. Unfortunately, due to the very nature of "capacity" base moves, only minimal notification is often provided on a temporary transfer requirement.

Where it is necessary to move an individual/s to another area the manager will, in the first instance, ask for volunteers. Should no volunteer come forward, the manager will assess who they consider to be the most appropriate member of staff by taking into account status, hours, experience and personal circumstances.

#### **9.3 Excess Mileage**

Where necessary, excess mileage reimbursement will apply, this will be for a maximum period of 2 years.

Employees are eligible to claim excess mileage where their mileage between their home and new base is greater than the mileage between their home and old base. The difference will be reimbursed at the reserve rate (Agenda for Change section 17.7).

## **10.0 Transfer of Undertakings Protection of Employment (TUPE)**

Where there is a proposal to transfer services and staff to a different employer, there will be consultation with the Trade Unions at the earliest opportunity. TUPE applies in contracting out scenarios, retendering and where services are brought into, or return, to the NHS.

### **10.1 Transfer of Employment**

Any employee transferring out of the Trust will be transferred on their Trust terms and conditions of employment to the new provider. This will include all relevant policies and procedures. The terms and conditions should not be amended as a consequence to the transfer.

The manager will identify services, posts and individuals who will transfer or will be affected by the changes. Employees who span more than one service will be invited to discuss this with the managers of the services they span and their Union Representative.

Managers will notify staff in writing of the intention to transfer, the implications of the transfer and any measures which will be taken in connection with the transfer by the new provider. The manager will arrange a date to discuss the impact of the transfer with staff and representatives. Managers will ensure that they notify all relevant employees including those on long term sick, maternity / adoption / shared parental leave, secondment and career breaks.

Employees may have a 1:1 to discuss their concerns with the proposed transfer. The new provider will also arrange for a meeting with employees to discuss the transfer and what it may mean for them.

Employees have the right to be informed of any envisaged measures connected to the transfer by the new provider, in particular those that come under the definition of the Economical, Technical or Organisational (ETO) portion of the measures document. In some circumstances the model introduced by the new provider may include a restructure. Such information should be shared by the new provider and staff prior to transfer.

Some staff information (referred to as Employee Liability Information or ELI) will be provided to the new provider prior to transfer, however the bulk of the information will be sent on the day or day after transfer is complete. Employees will be asked to sign an agreement that their Occupational Health records can be accessed / transferred to the new provider and their new Occupational Health source.

Formal notification of the proposal to transfer will be given as early as possible. Employees who chose not to transfer but fail to secure a role within the Trust prior to the transfer date will be deemed as having effectively resigned from their post. The Trust is under no obligation to redeploy the employee.

### **10.2 On Return to an NHS Provider**

Any member of staff who transfers (by method of TUPE) into the NHS is entitled to have their terms and conditions of service protected. This includes any previous TUPE transfers where employment has been continuous.

Should an ex-employee who has been TUPE'd out of the NHS wish to return, their employment with the new provider will be viewed as a break in service. When they TUPE out of the NHS their terms and conditions are protected by the new provider, but they no longer work for the NHS, therefore there is no continuation of service.

## **11 Pension**

This policy may affect your pensionable pay and could impact on your pension. Further information is available from NHS Pension agency on [www.nhsbsa.uk/pensions](http://www.nhsbsa.uk/pensions) or phone local pensions department on (0113) 20 66289.

## **12 Training Needs**

Managers are required to be trained in the effective use of the Organisational Change Policy and Procedure and to ensure they are aware of any updates.

## **13 Approval and Ratification process**

The policy has been approved by the appropriate body and ratified by TLT on behalf of the Board.

## **14 Dissemination and Implementation**

This policy will be made available to staff via the intranet and external policies and guidelines page.

## **15 Review arrangements**

This policy will be reviewed in three years following ratification by the author or sooner if there is a local or national requirement.

## **16 Related Policies**

The following Leeds Community Healthcare NHS Trust policies and guidelines:

- Disciplinary Policy
- Fixed Term Contract Guidance & Toolkit
- Grievance Policy
- Managing Concerns with Performance Policy
- Organisational Change Policy & Toolkit
- Pay Protection Policy
- Secondment Policy
- Wellbeing at Work Policy

Other information

- Agenda for Change Terms and Conditions
- The Maternity and Parental Leave etc. Regulations 1999
- 2002
- ACAS – How to Manage Change
- Gov.UK
- Transfer of Undertakings (Protection of Employment) Regulations 2006
- Employment Rights Act 199

Appendix 1

**BUSINESS CASE FOR CHANGE**

**<INSERT NAME OF SERVICE>**

**<DATE>**

**<VERSION>**

**1. When should a case for change be developed?**

A case for change is needed when any change is proposed that could impact upon the delivery of a service, an established working pattern, the delivery of a service, the location of a group of people\*

\* Not an exhaustive list

If in doubt about whether or not to draft a case, please speak to your line manager and / or your HR Business Partner

**2. Who should complete a case for change?**

It depends upon the individual circumstances of the proposed change.

It may be that a Service Manager is proposing a change to a local working pattern that will impact upon the members of staff within a particular team; or it may be that a Head of Service is looking to introduce a new rota that will impact upon a larger group of staff across the whole service.

Ultimately, the 'best' person to develop the case for change will depend upon the change being proposed and who is best placed to describe the reasons for and outcomes of the change.

**3. When should it be developed / completed?**

The prospect of change is often unsettling within a work setting and the 'not knowing', fuelled by rumour and uncertainty is frequently more damaging if left unchecked.

A case for change should be developed and signed off as soon as possible after the proposed change is identified, to ensure that staff are kept as informed as possible and engaged with facts rather than guess work and gossip.

**4. What should be included in a case for change?**

The purpose of the case is to outline where the service / team currently is, where it needs to be and how it is proposed to get to that point.



So, for instance, if it is proposed to change from a 5 day working week to a 7 day working week due to a change in service / contract requirement by the commissioner, the case for change would outline:

The current position - operated on a 5 day per week basis

The proposed position – operated on a 7 day per week basis

The reason for the change – due to commissioning requirements

The options as to how to achieve that change and any financial or workforce implications each option may have

Ultimately, a case for change is intended to be a document that clearly outlines the what and why a change is proposed and facilitates honest, open and meaningful engagement and discussion about the proposed change.

**5. Who should be sent the case for change go once completed?**

A case for change should be 'owned' by its Business Unit so senior management within the unit should be sighted on the change and the implications of the proposed change – be those service / contract delivery based, employee or financial in nature.

In order to develop and finalise the case, support and professional input will be needed from Human Resources and Finance colleagues.

**6. Does it need formal sign off by (Director/General Manager/Head of Service) before commencing?**

Contingent of the scope and scale of the change will determine who is required to authorise the change.

**1. Introduction**

<Explain the service, who commissions it, why the need to change>

**2. Background**

<Explain current situation / structure>

**3. Case for change**

<Explain why need to change / aim>

**4. Options / proposed change**

<insert options considered and proposed change. Give rationale – positives / challenges for choosing proposed option over other options> (this could be via a table)

**5. Financial implications**

<insert details of financial implications i.e. current costs v costs of proposed option

**6. Workforce implications**

<how the proposed change will affect staff i.e. risk of redundancy, change of working patterns / base, changes to job descriptions>

**7. Next steps / Timescales**

Actions will always include engagement and consultation with Staffside colleagues (14 to 45 days dependent upon the numbers of staff affected by change across the Trust) and may also include employee engagement events – stakeholders/public/employees, launch event – followed by individual consultation.

Action	Timescale

## Organisational Change Policy

Please ensure that you discuss the detail of this section and what needs to happen and when with your HR Advisor.

### **8. Consultation circulation**

<list of key stakeholders / other services or any personnel who may be affected by the change>

## **Appendix 2            Redundancy Notification and Redundancy Protection**

### **Redundancy Notification**

In the event of a redundancy situation within the organisation the Trust will instigate the following process where applicable:

- 1) In terms of 20 or more proposed redundancies the Trust will issue to the relevant Trade Unions (both regional and local) a Section 188 letter informing the Unions of the relevant timescale and numbers of the proposed redundancies.
- 2) HR1 form will be sent to the Department for Business, Energy and Industrial Strategy setting out the number of employees proposed for redundancy.
- 3) Collectively consult with Staffside with a view to reaching an agreement on the following three key points:
  - Ways and means of avoiding the redundancy dismissals; and
  - Reducing the number of dismissals; and
  - Mitigating the consequences
- 4) Whilst it may not be possible to reach agreement, the Trust will try to do so and will therefore:
  - Consult when proposals are still at a formative stage
  - Enter into consultations with an open mind and with a willingness to be persuaded
  - Give Staffside a fair opportunity to understand fully the matters about which it is being consulted, and to express its views
  - Conscientiously consider such views
- 5) Engage employees with the proposals for an agreed period of time (30 – 45 days if determined by numbers of proposed redundancies), taking into account any suggestions or alternative proposals provided
- 6) Once any required collective consultation is over, the Trust will consult with individuals selected for redundancy. There is no set timescale for individual redundancy consultation. However, the Trust would aim to give at least 14 days.

### **Redundancy Protection**

If there are proposed redundancies in a service and this does not involve a change in role or contract of employment but does include a headcount reduction, then protections apply after the selection for redundancy process is complete.

If there are proposed redundancies in a service and this involves a post being removed and replaced with something different which may be considered as suitable alternative employment, then protections apply from this point.

Employees who are pregnant or on maternity, adoption or shared parental leave are afforded certain protected rights. By law (Employment Rights Act 1996), the employer must offer them a suitable alternative vacancy, if there is one.

The law applies to anyone who's [legally classed as an employee](#) and is either:

- pregnant
- taking maternity leave
- taking adoption leave
- taking shared parental leave

The law does not apply to other types of leave, for example paternity leave.

**From 6 April 2024** the redundancy protected period for employee's who are pregnant, adopting or who are on maternity / adoption / shared parental leave has been extended.

The redundancy protected period during pregnancy and maternity:

- starts when an employee tells their employer that they are pregnant
- ends 18 months from the exact date the baby is born

If an employee does not tell their employer the exact date, the protected period ends 18 months from the expected week of childbirth.

### **If there's a stillbirth or miscarriage**

The redundancy protected period starts when an employee tells their employer that they are pregnant. If an employee has a miscarriage within the first 24 weeks of pregnancy, the redundancy protected period ends 2 weeks from the end of the pregnancy. If a child is stillborn after 24 weeks of pregnancy, the redundancy protected period ends 18 months from the date of the birth.

### **Adoption leave**

From 6 April 2024 the redundancy protected period for someone taking adoption leave has been extended. Before this they were only protected while on adoption leave.

The redundancy protected period starts on the day someone's adoption leave begins.

It ends 18 months from either:

- the date the adoption placement starts
- the date the child enters England, Scotland or Wales, if it's an overseas adoption

### **Shared parental leave**

From 6 April 2024 the redundancy protected period for someone taking shared parental leave has been extended. Before this they were only protected while on shared parental leave.

## Organisational Change Policy

The redundancy protected period starts on the day a period of shared parental leave begins.

If an employee takes:

- less than 6 weeks leave – the protected period ends on the last day of the block of leave
- 6 weeks or more of continuous leave – the protected period ends 18 months from the date of the child's birth

If the employee takes discontinuous leave, the redundancy protected period finishes at the end of each period of shared parental leave.

An employee who has already taken adoption or maternity leave will have the redundancy protected period of that specific type of leave.

### Appendix 3

#### Redundancy redeployment SAE assessment form

<b>Employee Name</b>	
<b>Business Unit / Department</b>	
<b>Current Job Role</b>	
<b>Potential Redeployment Role</b>	

When completing this form, consider how your current job role compares with the proposed redeployment role and note down any examples or evidence where you feel it doesn't. For example, it may be that the demands that will be placed on you in the proposed role you cannot meet or that the experience required is specialist and you haven't worked in the specialism for some time.

When assessing if the potential redeployment role is suitable, the panel will need to look at the role as a whole and not just one specific area such as a difference in working pattern. Try to complete as much of the form as possible and give examples as to why you feel that the potential redeployment role is not suitable.

	<b>Specific Areas</b>	<b>Current Job Role</b>	<b>Potential Redeployment Role</b>
<b>Pay</b>	Agenda for Change Band		
<b>Working pattern</b>	Hours & Shift Pattern		
	Permanent or Fixed Term		
<b>Location</b>	Base		
<b>Working Environment</b>	Office or community based.		

	Lone working or as part of a team.		
<b>Line Management Responsibilities and Requirement for Leadership</b>	Level of seniority		
	Will the role allow the employee to continue to manage staff?		
	Will the role allow the employee to maintain professional registration?		
<b>Responsibility</b>	Duties of the Role		
	Level of Responsibility		
<b>Skills &amp; Experience</b>	Experience for the Role		



	(including current and previous experience)		
	Transferable skills		
<b>Personal Situation</b>	Employee comments E.g. impact upon caring responsibilities or travelling distance		

**In summary, I believe that this post is not SAE for the following reasons:**

--

<b>Signed</b>		<b>Date</b>	
---------------	--	-------------	--

