

Document Details	
<b>Title</b>	<b>Organisational Change Policy</b>
Trust Ref No	1514-26935
Local Ref (optional)	
Main points the document covers	This document covers the processes that need to be followed when a change management issue is proposed
Who is the document aimed at?	This policy is aimed at all staff who need to manage change and to all staff who may be involved in the process
Author	Human Resources
Approval process	
Approved by (Committee/Director)	People Committee
Approval Date	January 2023
Initial Equality Impact Screening	Yes
Full Equality Impact Assessment	No
Lead Director	Director of Nursing, Clinical Delivery and Workforce
Category	Workforce
Subcategory	Human Resources
Review date	31 <sup>st</sup> January 2025
Distribution	
Who the policy will be distributed to	All staff
Method	Publication on the Trust intranet and dissemination via Datix alerts, Human Resources and Senior Management Teams to staff
Document Links	
Required by CQC	No
Required by NHTSA	No
Other	None

Amendments History		
No	Date	Amendment
1	March 2012	Replaces previous PCT policies from NHS Telford and Wrekin and Shropshire County PCT Consultation time frame negotiated 30 days consultation 2 weeks consideration of representations Notice period effective from date staff formally put at risk as per individual notice periods
2	July 2014	Table at paragraph 6.10 – reduction in pay protection relating to staff with 10 years plus service from 5 years to 3 years. Now reads staff with over 6 years' service entitlement is 3 years' protection.
3	January 2023	Private and Confidential, Name, Address and Date wording added to template letters.  Information no longer relevant removed, in relation to Pay protection: <i>Note: Staff who have over 10 years' service and have been advised that they are in an 'at risk' situation prior to 24<sup>th</sup> July 2014, will be entitled to 5 years' protection.</i>
4	January 2024	Amended wording around Pay Protection to avoid ambiguity.  Amended wording around Regional Redeployment Pool to reflect TRAC updates.  Minor amendments to grammar/formatting.

## Contents

<b>1</b>	<b>Introduction .....</b>	<b>3</b>
<b>2</b>	<b>Purpose and scope .....</b>	<b>3</b>
<b>3</b>	<b>Principles .....</b>	<b>3</b>
<b>4</b>	<b>Procedure .....</b>	<b>5</b>
<b>5</b>	<b>Process for filling posts in the new structure .....</b>	<b>8</b>
<b>6</b>	<b>Protection .....</b>	<b>13</b>
<b>7</b>	<b>Transfer of Undertakings Protection of Employment (TUPE) .....</b>	<b>15</b>
<b>8</b>	<b>Appeals or complaints .....</b>	<b>16</b>
<b>9</b>	<b>Related documents .....</b>	<b>16</b>
<b>10</b>	<b>Communication and training .....</b>	<b>16</b>
<b>11</b>	<b>Review .....</b>	<b>16</b>
	<b>Appendix 1 – Definitions .....</b>	<b>17</b>
	<b>Appendix 2 – Template: proposal of organisational change document .....</b>	<b>19</b>
	<b>Appendix 3 – Flow Chart of Procedure .....</b>	<b>20</b>
	<b>Appendix 4 – Job trial plan .....</b>	<b>21</b>
	<b>Appendix 5 – Letter Templates .....</b>	<b>24</b>
	<b>Appendix 6 – Selection criteria .....</b>	<b>37</b>
	<b>Appendix 7 – Statutory information to TUPO .....</b>	<b>39</b>

## **1 Introduction**

- 1.1 It is the policy of Shropshire Community Health NHS Trust to ensure, as far as possible, the security of employment for its employees and actively develop the capacity and capability of the workforce. It is recognised however, that service development and the need to continually improve organisational effectiveness may necessitate changes to staffing levels, structures, roles and ways of working. In these circumstances the Trust is committed to ensuring the change is managed in a way that is sensitive, consistent, fair and in line with statutory requirements and best practice.
- 1.2 It is the agreed aim of the Trust and the recognised Trades Unions and Professional Organisations (TUPO) to safeguard the current and future employment of the Trust employees through careful workforce planning and jointly agreed change management processes. The Trust in consultation with the recognised TUPO will seek to minimise the effect of change through the provision of sufficient time and effort to find appropriate alternative employment for staff at risk from organisational change wherever possible.
- 1.3 In circumstances where compulsory redundancy must be considered, the Trust will handle the situation in a fair, consistent, and sympathetic manner in order to minimise as far as possible any hardship that may be suffered by the employees concerned.

## **2 Purpose and scope**

- 2.1 The purpose of this document is to provide clear guidance to managers to enable the effective implementation of major organisational change, which is driven by the business needs of the Trust. Change can be triggered either by the external environment or by an internal review of service requirements. This will include the reorganisation, relocation, merger, expansion or closure of a service, competitive tendering or outsourcing, or a major change in working practice.
- 2.2 This policy applies to all staff employed by the Trust and will be applied consistently and equitably to all staff.

## **3 Principles**

- 3.1 The Trust is committed to the following principles for managing organisational change:
  - All staff and TUPOs are informed at the earliest opportunity and supported during the change process.
  - All reasonable steps are taken to avoid redundancies in order that valuable skills and experience are not lost from the service/Trust.

- HR processes are applied fairly and transparently and seek to match individual knowledge, skills, and competencies to available posts. This process will also be mindful of the need to move quickly and to continue to deliver a high-quality service.
- All appointment and selection procedures are fair and transparent, and meet the requirements both of equality legislation and best practice.
- Staff will have the right to be accompanied by a TUPO or workplace colleague at meetings to discuss the organisational change.
- Staff are central to the achievement and success of organisational change. The Trust acknowledges that change can cause concern and uncertainty and should therefore be managed fairly and consistently in accordance with established good practice.

### ***Management responsibilities***

- 3.2 Managers should not underestimate the effects that potential organisational change may have on staff health, morale, motivation, and behaviour. Managers are responsible for providing information about the potential for organisational change in a timely, open, honest, and understandable way.
- 3.3 By observing the requirements of this procedure, Managers should plan ahead as far as possible. This will allow time to make staff reductions by natural wastage.
- 3.4 Managers are required to advise Human Resources (HR) at the earliest opportunity of any potential changes affecting the workforce and work with HR through the Organisational Change process. Managers should share the rationale for change in advance with Trade Unions at the earliest opportunity.
- 3.5 As communication is paramount during any organisational change, it is the responsibility of managers to ensure all affected staff are offered one to one support as appropriate to assist them in considering their options. This must include staff currently on leave (e.g., long-term sickness absence, maternity or adoption leave, career breaks or internal and external secondments).
- 3.6 In recognition of the support to be provided to staff from TUPO representatives and to ensure that they are fully able to participate in the process, managers will be expected to agree paid time off facilities for agreed members of TUPO that may be over and above existing arrangements.

### ***Employee responsibilities***

- 3.7 Employees are responsible at all stages for:
- Engaging with opportunities for communication offered to them.
  - Being proactive for their own future career direction.
  - Engaging in all efforts to secure a post.
  - Being as flexible as possible in the employment options considered.

***Human Resources responsibilities***

- 3.8 Human Resources (HR) will support and advise managers who are responsible for managing matters of organisational change. They will ensure fairness in the application of this policy and will also ensure that the requirements of employment legislation are applied.

***Organisational Development responsibilities***

- 3.9 Organisational Development will assist with any appropriate relevant training needs associated with redeployment i.e., CV preparation, interview techniques, career advice for 'at risk' staff.

***Trade Unions and Professional Organisations responsibilities***

- 3.10 TUPO will engage with managers and HR in the change management process and advise and support their members.

***Occupational Health responsibilities***

- 3.11 Provide support for staff affected by redeployment/redundancy.
- 3.12 Provide counselling in a supportive and therapeutic environment, helping individuals clarify their problems/issues and enable them to find solutions.
- 3.13 Support individual mental health and wellbeing at a time of challenge and change.
- 3.14 Offer confidential support and advice.

**4 Procedure**

- 4.1 In accordance with legislation and partnership working principles, the Trust commits itself to meaningful and appropriate consultation with recognised Trade Unions and staff affected by the organisational change, with a view to reaching agreement on the way forward, although there will be exceptional occasions when organisational change will need to proceed without a consensus being reached on all issues. In such circumstances refer to the Concerns and Grievance Policy.
- 4.2 In accordance with legislation the obligation to consult collectively with the TUPO shall arise where the Trust is proposing to dismiss 20 or more employees in a period of 90 days or less. The Trust is not obliged to consult collectively with the TUPO where there are less than 20 employees it is proposing to dismiss in a period of 90 days or less. However, the Trust will consult where there are less than 20 employees affected.
- 4.3 The timescale for consultation will be reasonable but less than 30 days. For example, in some instances this could be 3-5 days. For example, where changes need to be implemented quickly, notice given on premises, Health & Safety issues, or where the changes affect small numbers of individuals e.g., 2 to 3 (to avoid any prolonged anxiety), or where the time does not allow

for 30 days, due to the shorter timescales this information will be shared with TUPOs immediately, followed by a written brief.

### ***Consultation Procedure***

- 4.4 Managers will prepare a consultation document (*Appendix 2*) on the proposed organisational change, having gathered information to support the need for change and consulted with Human Resources as appropriate. The Change Management Document will be approved by the Trust's Executive Team and presented at the Joint Negotiating Partnership meeting prior to the launch of the consultation. The Trust will write to the recognised Trade Unions and, the Department of Business Innovation & Skills in relation to the potential redundancies.
- 4.5 The consultation period will be for no less than 30 days from the date on which consultation has commenced, (this period may be extended by agreement with Management and TUPOs), allowing sufficient time for meaningful consultation. The date of commencement is the date that the letter is sent to the recognised Trade Unions.
- 4.6 Employees will be notified that they are 'at risk of redundancy' at the beginning of the consultation period if applicable.
- 4.7 When full consideration to all the comments received from staff and TUPO has been undertaken, the manager(s) will communicate with TUPOs where the proposal has changed as a result. The manager(s) will then re-issue the change management document and share this with staff and TUPOs having considered the consultation process and any changes/decisions as a result of it.
- 4.8 There will be no requirement to re-commence consultation should the document be changed.
- 4.9 Following the period of consultation, should the change management process result in proposed redundancies, employees will be given notice of redundancy in line with their individual contractual notice period. During this period the Trust will continue its effort to secure suitable alternative employment. This will meet the requirements of Section 188 (c) of the TULR Consolidation Act 1992, which are:
  - a. 30 days before the first redundancy where there are 20 to 99 proposed redundancies.
  - b. 90 days before the first redundancy where there are 100 or more proposed redundancies.

**Consultation with TUPO**

- 4.10 The Trust and its Managers are responsible for proposing and implementing the change will ensure that recognised TUPO are kept informed of developments and staff are communicated with in accordance with the Change Management Consultation document.
- 4.11 The purpose of the consultation meetings with the TUPO will be:
- To receive and where possible address any questions on the consultation document.
  - To consider any comments or views on the consultation document including any alternative proposals and costings (which the Trust as far as practicable make available) before determining any final decision to proceed.
  - To clarify any change processes and timeframes specific to the organisational change under discussion.
  - TUPOs will be provided with the statutory information required when proposing redundancies (*Appendix 7*).

**Consultation with staff**

- 4.12 A meeting will be held with all staff affected by the organisational change to announce the proposed change and explain the consultation process which will follow. It is recognised that staff may require time to reflect and respond and may not wish to contribute their concerns at an open meeting.
- 4.13 Each member of staff affected by the organisational change will be provided with a copy of the consultation document; this document will not include any personal identifiable information. Staff who are absent from work for any reason including maternity leave, sickness absence, secondment to another organisation or on a career break will be sent a copy of the consultation document to their home address following a telephone call from their manager so that they have an opportunity to participate in the consultation process.
- 4.14 Each member of staff will be offered individual meetings with their manager at which they have the right to be accompanied by a TUPO representative or workplace colleague employed by the Trust.
- 4.15 All staff will be offered the opportunity to comment individually in all cases and collectively (as per paragraph 4.1 above)
- 4.16 At the meeting, the individual will be invited to comment and respond to the proposed changes, including how it may impact on their personal circumstances. A written record of the main points of the meeting (not verbatim notes) will be kept and provided to the individual and their representative where applicable, upon request.



- 4.17 Staff will be kept informed on a regular basis through a variety of communication methods.
- 4.18 Notwithstanding the consultation process outlined above with regard to collective consultation, where individual redundancies may be proposed, or where less than 20 redundancies are proposed, the principles of consultation will apply.

## **5 Process for filling posts in the new structure**

- 5.1 There will be two stages to filling posts in the new structure:

### ***Stage 1***

- 5.2 Where individuals are affected by the proposed changes, posts in the new structure will be filled by a slotting in or ring-fenced process. Where individual staff are not working in their substantive post (which is affected) this process will be based on their substantive posts.
- 5.3 Where a post in the new organisational structure is substantially the same (i.e., at least 70% of the role is similar) as a post in the previous structure, and where there is only one individual occupying this post, then the postholder will be slotted into the post in the new structure.
- 5.4 In considering whether a post is substantially the same, rather than a new or substantially changed post, the following factors should be examined:
- The post is on the same salary band/grade (i.e., there should be no financial loss or gain)
  - The post is in a similar level in the hierarchy of the organisation or can it be considered to have a similar status;
  - The roles and responsibilities are substantially the same;
  - The skills, knowledge and experience required for the post are substantially the same;
  - The scale and scope of the post is at the same level;
  - The employee meets the essential criteria of the person specification.
- 5.5 Ring fenced processes will occur when there is a new post and where the number of posts and staff do not match. Following discussion with TUPO eligible staff will be pooled on the basis of:
- their substantive post;
  - current banding;
  - job descriptions and;
  - the employee must meet the essential criteria of the person specification.

- 5.6 Interview panels for ring fenced interviews must include a HR representative.
- 5.7 Where there are existing posts which remain unchanged but where there are more postholders' than posts available, then the selection criteria as outlined in *Appendix 6* will apply.

## **Stage 2**

- 5.8 Where any posts remain vacant in the new structure following slotting in or ringfencing processes, the post can then be opened up to access by any staff 'at risk' within the Trust for whom the post is considered as suitable alternative employment.
- 5.9 Where there are no 'at risk' individuals within the Trust, or where the Trust's Redeployment Pools identifies no individuals 'at risk', this may then be opened to applications internally and/or externally in line with the normal recruitment processes when all slotting in, ringfencing and 'at risk' staff have been considered and the post is still vacant.
- 5.10 The two stages may run in parallel, but all reasonable, practicable steps will be taken to avoid compulsory redundancies.
- 5.11 Job descriptions and person specifications for new posts will be available within the Change Management document and will have been matched or evaluated in accordance with national or local job evaluation systems.
- 5.12 Staff who are offered posts (following meaningful discussions) during Stage One will be deemed to have been offered suitable alternative employment by the Trust. This will be confirmed in writing by the Manager. The letter will include the consequences of refusing to accept the post which in effect will mean the individual has resigned from the Trust and therefore will lose their entitlement to redundancy payment. Where staff disagree with the suitable alternative, they have the right to raise concerns via the Trust's Grievance procedure.
- 5.13 Staff are required to accept or reject the offer in writing 5 working days after receipt of the letter from the Manager. In some circumstances (e.g., annual/other leave) this period maybe be appropriately extended. The Manager should then complete a change form, which forms the new contractual status for the individual.
- 5.14 Individuals should only be turned down for posts where they fail to meet all the essential criteria, or where others in the 'at risk' pool are considered to meet the requirements better (the fact there may be more suitable candidates internally or externally is not an appropriate reason for non-selection of 'at risk' staff).
- 5.15 Any individual who is not appointed to a post in the new structure during a competitive interview process will be offered post-interview feedback, coaching or training where appropriate and has the right to raise concerns via the Trust's Grievance procedure.

***Time off***

- 5.16 Staff who are affected by organisational change will be given reasonable time off, with pay, to consult with their staff representatives, to visit new locations where they may be seeking alternative employment and to attend interviews. Time off for training will also be allowed where such training will enhance the individual's opportunity for redeployment. Time off must be pre-agreed with the line manager and may not be granted retrospectively.

***Redundancy arrangements***

- 5.17 The Trust will, as far as possible, seek to minimise the need to make staff redundant. However, there may be situations in which redundancy cannot be avoided. In these circumstances, the Trust will ensure a fair and consistent process in line with all relevant statutory legislation and NHS National Terms and Conditions.
- 5.18 The general principle underlying the selection process will be to balance the interests of the individual and the needs of the organisation.
- 5.19 In certain cases of redundancy, selection will not be relevant, as in such circumstances where either one employee only or an entire group of employees are identified as redundant. In these circumstances, redeployment will be sought as per the Trust's Redeployment procedure (see section 5.35 – 5.39). Where this is not successful, redundancy will apply (where applicable).
- 5.20 When considering potential redundancies, the Trust is keen to ensure that its selection should achieve the required aims in a structured, objective way, thus ensuring the Trust retains an appropriately skilled workforce for the future service(s) and that it manages its resources in the most efficient way taking into account the costs of achieving change. The criteria for selection will be shared with the appropriate TUPO partners.
- 5.21 Volunteers for redeployment or redundancy may be sought first from amongst the group of employees identified as at risk of redundancy.
- 5.22 The Trust reserves the right to refuse a request by any employee for voluntary redundancy. Such a request will not, however, be unreasonably refused, and refusal will normally be for reasons related to the needs of the service. Where more than the required numbers of volunteers emerge, a selection process will be necessary.
- 5.23 Examples of criteria for not agreeing requests for voluntary redundancy on an individual basis may including the following:
- the individual member of staff has specialist skills which are difficult to recruit to both in a national or local labour market;
  - the cost to the Trust would be prohibitive.
- 5.24 A decision to grant such a request will not set a precedent for any other person in the organisation, no matter whether they hold a similar or the same role. In stating that, the Trust will be mindful of its duty to ensure equal treatment in taking such decisions.

- 5.25 Following detailed consideration of requests, individual members of staff shall be advised (and the decision confirmed in writing) whether their request for voluntary redundancy has been approved or not. The final decision rests with management, where reasons for not approving will be provided.

### ***Eligibility for redundancy payment***

- 5.26 Trust employees will be eligible for redundancy payments in accordance with their terms and conditions of employment. To be eligible for a redundancy payment, employees must have two years or more continuous service with the NHS. The amount of redundancy payment an employee is entitled to depends on length of service and salary at the date of ceasing to be employed and the details set out in the relevant NHS National Terms and Conditions handbooks.
- 5.27 Employees shall not be entitled to a redundancy payment if they:
- Are dismissed for reasons of misconduct, with or without notice;
  - Have, at the date of termination of the contract, obtained without a break, or a break not exceeding 4 weeks, suitable alternative employment with the Trust or another NHS organisation;
  - Unreasonably refuse to accept, or apply for, suitable alternative employment with the Trust or another local NHS organisation;
  - Leave their employment before expiry of notice, except where the Trust has agreed early release;
  - 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.
- 5.28 As a public sector organisation, the NHS has a responsibility to ensure that public monies are accounted for and therefore redundancy payments will be subject to approval at the Strategic Health Authority and in some cases also at Treasury before they can be paid out.
- 5.29 Staff whose employment is subject to Transfer of Undertakings Protection Employment (TUPE) will not be redundant and therefore will not be entitled to redundancy payment.

### ***Trial periods***

- 5.30 Staff 'at risk' will be given a preferential interview for posts where they meet all the essential criteria or have the potential to within 4 weeks of a job trial. Where the new post is different from the old post, the employee is entitled to a statutory four-week trial period. In exceptional circumstances the trial period can be extended but only where the purpose of the trial period is re-training and where the extension is agreed at the outset of the trial period. The purpose of the trial period is for the employee and the employer to assess the suitability of the post. However, if the post is the same as the old post there is no statutory requirement for a trial period to be undertaken.

- 5.31 If an individual undertakes a job trial the manager and the individual will use the job trial plan (*Appendix 4*). This is to provide a fair, objective outcome focused plan that allows the individual and manager to trial the role in order to mutually assess the post as suitable alternative employment.
- 5.32 Due to the redundancy time frames it is expected that only one or two job trials may be offered during the 'at risk' period. If the individual and/or manager, based on the outcomes of the job trial plan decide that the post/individual is not suitable alternative employment, then the position reverts back to that of redundancy. The date for termination on the grounds of redundancy for the purposes of calculating redundancy pay in these circumstances is the date on which the original post ended, not the end of the trial period. In exceptional circumstances where a trial period takes the individual past their notice of termination date, this date will be extended to the end of the trial period.
- 5.33 Staff should be released from their current post in which they are 'at risk' to undertake the job trial, or for example be able to visit/shadow in order to gain an understanding of the role being offered as suitable alternative employment.

### ***Redeployment procedure***

- 5.34 Consideration of redeployment for employees at risk of redundancy will be an important part of a fair and reasonable redundancy procedure.
- 5.35 Employees at risk of redundancy will be registered with the Trust's Redeployment Pool via the Trust's recruitment system TRAC, monitored by the Resourcing team. Registration on TRAC will provide access to those posts that are restricted to at risk staff.
- 5.36 Suitable alternative posts and posts suitable for redeployment will be considered at the same band or where applicable, at one band lower. A lower banded post will not be given as an automatic entitlement.
- 5.37 The senior manager and HR shall assess the suitability of potential internal candidates and decide which of the following options is the best way to proceed:
- advertise the post internally to any at risk employee;
  - advertise the post internally to all employees on the basis that as a result another post will become available which may be suitable for an at-risk employee; or
  - where there is agreement that there is no suitable candidate for a post this can be advertised externally
- 5.38 Whichever option is chosen, selection shall be made on the basis of competitive interviews in accordance with normal recruitment procedures.
- 5.39 Where required training will be considered to assist redeployment, the length of time needed to train someone and the cost effectiveness of this may need to be considered. The opportunity of a 4-week trial should be considered.

- 5.40 If an employee refuses to accept or apply for suitable alternative employment, they shall be advised that they may not be entitled to a redundancy payment.

## **6 Protection**

### **Scope**

- 6.1 The salary protection scheme shall apply to all employees of the Trust who, as a result of organisational change, are required to move to a new post, are downgraded or are, where it is necessary, asked to reduce their contracted hours.
- 6.2 If a post is redundant, a lower banded post with protection will not be given as an automatic entitlement as an alternative to redundancy.
- 6.3 Salary protection does not apply where an employee transfers to a lower grade post in different circumstances on his or her own volition.
- 6.4 The protection arrangements shall be taken into account in a potential redundancy situation to the extent that they apply to individual cases in determining both staff and management's assessment of the suitable offer of alternative employment.

### **Criteria**

- 6.5 Protectable pay is the weekly or monthly sum the employee would have expected to earn in a normal working week or month (excluding casual overtime) based on the pay period immediately preceding the first day of employment in the new post (or where a rota is operating the period of that rota).
- 6.6 Protection is applicable to staff in one or more of the following circumstances:
- They move to a new post which may mean a change of band;
  - They reduce their basic hours;
  - They face a reduction in protectable pay as a result of organisational change.
- 6.7 Where it is necessary for an employee to transfer to a post defined as suitable alternative employment (this may be no more than 1 band lower than the individual's current post) and/or reduce their contractual hours, then pay protection will apply.
- 6.8 Protection is not applicable where it is an employee's contractual requirement that they work different shifts e.g., early/late/night, and a request has been made by the Manager to move to a different shift pattern to meet the needs of the service e.g., night to day shift.

***Period of Protection***

- 6.9 When an employee is subject to a further non-voluntary transfer to a lower band post (at a subsequent re-organisation or re-structuring) the pay protection period will run from the new date of the subsequent compulsory change.
- 6.10 The protection period will be based on length of time in the **Trust** (or its predecessors who are, for clarity, Shropshire County PCT or NHS Telford & Wrekin) as follows:

<b>Length of Time in Trust</b>	<b>Protection Period</b>
Over 2 years and up to 4 years	6 months
Over 4 years and up to 6 years	1 year
Over 6 years	3 years

***Calculation of Protection***

- 6.11 Where the earnings in the new post fall below the pay in the old post the difference shall be payable and identified as protected pay.
- 6.12 Earnings included for protection calculation include:
- Basic Pay
  - Contractual Overtime
  - Allowances i.e. enhancements, unsocial hours, lead payments, on call earnings
- 6.13 Exclusions include:
- Travel
  - Additional non-contractual Hours
  - Occasional additional shifts
- 6.14 The salary will freeze at the point of protection and no further incremental uplifts will be applied until the pay rate for the job into which the person has been redeployed catches up with their frozen pay rate.
- 6.15 As a result of a 'non voluntary reduction of banding' under this process, and where staff are NHS pension scheme members and over the minimum pension age, they may within 3 months of the end of the protection period, apply to have their higher rate of pay preserved for the purposes of their future pension calculations. There are specific criteria in place and individuals should contact the Pensions Manager for further details. The final decision will rest with the Pensions Agency and not with the Trust.

***Continuation of Protection***

6.16 Protection shall continue until:

- the protection period expires
- or
- total earnings in the new post permanently exceed protectable pay in the old post
- or
- the individual moves voluntarily to a new post.

6.17 A register of those individuals in receipt of long-term protection will be maintained by payroll and where opportunities arise for employees to return to their original band, they will be notified accordingly of the vacancy so that they can apply.

6.18 If in any pay period, earnings in the new post exceed protectable pay, protection will not be paid.

***Change of location***

6.19 If as a result of organisational change, there is a requirement to move staff from their normal place of work to another location within the Trust and this results in increased travel costs to and from work, staff may be reimbursed their extra daily travelling expenses for a period of 4 years from the date of the transfer in accordance with the Agenda for Change handbook (Section 17).

**7 Transfer of Undertakings Protection of Employment (TUPE)**

7.1 Where there is a proposal to transfer services and staff to a different employer, there will be consultation with the trade Unions and staff at the earliest opportunity.

7.2 When services are transferred from one organisation to another in line with TUPE or by virtue of a Transfer Order under the National Health Service Act 1977, which mirrors TUPE, the employment of staff who are assigned to the services which are being transferred will transfer to the new organisation. TUPE applies in contracting out scenarios, retendering and where the services are brought back into the NHS.

7.3 All the terms and conditions within the transferring employees' contract of employment (including relevant policies and procedures) will transfer with them.

7.4 Managers will write to individuals to advise them of the TUPE transfer (*Appendix 5, sample letter 7*)



- 7.5 In all of these circumstances the manager will abide by this policy and procedure in relation to consultation, information, and support to all affected individuals.

## **8 Appeals or complaints**

- 8.1 Appeals against the decision to dismiss an employee by reason of redundancy will be heard in accordance with the Trust's Disciplinary Procedure for appeals against dismissal. The decision of the Appeal Panel will be final and there will be no further opportunity for recourse.
- 8.2 In the event of a complaint about the misapplication of the Organisational Change Policy and Procedure in the way that the consultation or redeployment processes have been handled or the selection criteria for redundancy will be dealt with in accordance with the Trust Grievances and Concerns Policy.

## **9 Related documents**

The following documents contain information that relates to this framework:

- Shropshire wide agreement on Change Management
- Recognition and Facilities Agreement
- Equality and Diversity Policies and Procedures
- Agenda for Change Terms and Conditions

## **10 Communication and training**

Advice on this policy should be sought in the first instance from HR. The Human Resources Department will provide advice on the policy to staff, and advice and support to managers in the fair and equitable application of this policy as appropriate.

All Directors, Group Managers, Human Resources Staff are responsible for the communication of this policy to their staff.

## **11 Review**

The rules and operation of this procedure will be periodically reviewed (at least every 3 years) in light of any developments in employment legislation or employee relations' practice and, if necessary, revised in order to ensure their continuing relevance and effectiveness. Any amendments will be introduced only after consultation with TUPO.

The application of this policy will be monitored by HR in accordance with the Trust's Equality and Diversity Policy.

## **Appendix 1 – Definitions**

For the purpose of applying the provisions contained in this document, the following definitions shall have the following meanings;

### **Basic Pay**

Is the sum due in respect of basic hours worked by the individual concerned within the standard working week.

**Continuous Service** – means full or part time employment with the Trust or any previous NHS employer, providing there has not been a break of more than one week (Sunday to Saturday) between employments. This reflects the provisions of the Employment Rights Act 1996 and Agenda for Change handbook (where applicable) on continuous employment. This does not apply to Doctors, Dentists and staff on VSM contracts.

### **Organisational Change**

Individuals will be subject to organisational change and, therefore, identified as 'at risk of organisational change' at the point at which there is a formal announcement of reconfiguration or change.

### **Protection arrangements**

Means an employee will be entitled to receive protection of basic pay on a 'mark time' basis (i.e., without benefit of any subsequent pay increases or increments).

Protection of pay provisions will be put in place in order to support staff, who as a result of organisational change, are required to move to a new post which would entail a reduction in earnings and certain terms and conditions of employment.

**Redeployment** – means the transferring or recruitment of staff at risk into a suitable alternative post.

### **Redundancy**

A member of staff may become redundant if they are dismissed and the reason for the dismissal is wholly or mainly due to: the fact the Trust has ceased, or intends to cease, to carry out on the activity for purposes for which the individual was employed or has ceased or intends to cease, to carry out the activity in the place the individual was employed OR the fact the requirements of the Trust for staff to carry out work of a particular kind in the place where they were so employed, have ceased, or diminished or are expected to cease or diminish.

### **Redundancy - Compulsory**

Where the Trust has exhausted all reasonable steps for redeployment, staff who have not been successful in gaining suitable alternative employment or accepted voluntary redundancy will be declared compulsorily redundant.

**Redundancy - Voluntary**

If the Trust deems this to be a suitable option, expressions of interest will be sought for voluntary redundancy/early retirement, if there are insufficient volunteers from the designated at-risk groups then the Trust can decide to widen the expressions of interest in similar posts across the Trust.

**Ringfencing** – means the process by which staff at risk will be considered for a post in a new staffing or management structure which is similar to their current post and where there is more than one contender for that post.

**Slotting In** – means the process by which staff at risk are confirmed into a post in a new staffing or management structure which is similar to their current post and where that individual is the only contender for that post. Slotting in may occur where a post is in the same band as the individual's current post (or possibly one grade lower, in which case pay protection would apply) or where it remains substantially the same (usually defined as 70% the same) with regard to job content, responsibility, grade status and requirements for skills knowledge and experience.

**Staff at risk** – means staff whose posts may potentially be redundant as a result of organisational change if suitable alternative employment cannot be found.

**Suitable Alternative Employment**

Is a role within the Trust that is on broadly similar terms such as salary, hours of work, job content and status and within the same range of skills required as the current employment where the individual meets all the essential criteria of the person specification. A post one band lower than the individual's current post may be considered as suitable alternative employment with pay protection but is not an entitlement.

Staff under Agenda for Change terms and conditions who unreasonably refuse a suitable alternative employment offered by the Trust, or another NHS employer, will mean that they in effect resign their current post and will not be entitled to a redundancy payment.

**Total Pay**

Is basic pay plus allowances that form part of the contractual terms and conditions of employment.

**TUPE** – means the Transfer of Undertaking (Protection of Employment) Regulations 2006.

**TUPO**

Trade Union or Professional Organisation.

**Trial Period**

Where the new post is different from the old post, the employee is entitled to a statutory four-week trial period. The purpose of the trial period is for the employee and the employer to assess the suitability of the post.

## **Appendix 2 – Template: proposal of organisational change document**

*Only to be used where the employer is proposing to dismiss as redundant 20 or more employees within a period of 90 days.*

### **CHANGE MANAGEMENT CONSULTATION DOCUMENT**

#### **Introduction**

*(to include current situation analysis, the need for change and the rationale behind the change)*

#### **Proposal for change**

*(The proposed changes, including the options that have been considered)*

#### **Impact of the change**

*(to include the impact on service/business, impact on other services including supplementary and ancillary services, the financial, staffing, work load, workforce, risks and benefits associated with the proposed change)*

#### **Information**

*(the document should include)*

- details regarding implementation of the proposed change including time-scales;
- proposed staffing structure(s) and any location changes;
- details of the number and grades/bands of staff who may be at risk of redundancy as a result of the proposed change;
- identification of posts which are 70% the same and arrangements for slotting in or ringfencing for the new structure;
- selection arrangements for new posts in the structure (append banded job descriptions);
- the way in which staff will be selected or transferred within the new structure;
- if necessary, the selection criteria for redundancy which needs to be fair, measurable and objective and based on the needs to meet the future requirements of the service. These need to be agreed with TUPO. Selection criteria can include, for example: skills and experience, qualifications, attendance, conduct and performance records;
- the measures taken to avoid compulsory redundancies which may include natural wastage, redeployment, re-training, voluntary early retirement or voluntary redundancy;
- health and safety/risk assessment (as an appendix);
- equality impact assessment (as an appendix);
- the way in which the change will be communicated with staff.

#### **Consultation Process**

*(Description of the consultation process, including planned meetings, timetable of events and how staff and representatives can respond to the proposed change within the timescales and feedback mechanisms)*

#### **Relevant appendices**

*(Organisational chart(s) of proposed new structure, job descriptions)*

## Appendix 3 – Flow Chart of Procedure

Where Trust is proposing to dismiss 20 or more employees within a period of 90 days

### Proposal for change

- Draft Proposal for Change Document outlining changes developed, with input from HR/Finance
- Relevant Executive Director to present document to Executive Team for consultation and approval
- Final document shared with JNP.
- Letters to Trade Unions and the Department of Business, Innovation and Skills informing them of potential redundancies.
- Share with the SHA potential redundancies to gain SHA Remuneration Committee approval subject to finding suitable alternative employment.



### Launch of 'at risk' of redundancy' consultation process

- Start of 30 days consultation period
- Meet with staff and TUPO (as requested) to commence informal discussions about how the changes affect their post and advise them they are 'at risk of redundancy'.
- Share Change Management Document (appropriately anonymised)
- Write to staff confirming their 'at risk of redundancy' status and right to make representations.
- Register individuals with the Redeployment Pool
- Advise SHA of process
- 'Consultation of being at risk of redundancy ends

### Consideration of representations

- Aim to produce final service re-design document within 14 days.
- Final document shared with TUPO/JNP

### Launch of 'notice of redundancy'

- Meet with staff to share new document and issue contractual notice of redundancy setting out redundancy payment details
- Appointment to the new structures to take place
- HR to work with individuals to continue to explore suitable alternative employment for staff who do not secure posts within the structures
- Job trials identified
- Contact SHA to confirm outcomes



**Employee is redeployed.**

### Redundancy

- Where there is no possibility of redeployment



### Appeal

- Employee has right to appeal.

**Appendix 4 – Job trial plan**

CONFIDENTIAL

## Job Trial Plan

Name	
Post	
Band	
Manager	
Location of post	

**Roles and responsibilities:**The responsible manager is:

Name: .....

Job Title: .....

The professional supervisor (where applicable) is:

Name: .....

Job Title: .....

Human Resources representative:

Name: .....

Job Title: .....

**Progress review**

At the 3-week stage there will be a review of the Job Trial by the responsible manager, supervisor and HR representative.

## Agreement

All parties agree to the outcomes set out in the plan and will take forward the Job Trial as set out in the plan, adhering to the accompanying notes. If further outcomes need to be added to the plan these may be added following agreement of all parties.

	Name	Signature	Date
Staff member			
Responsible manager			
Supervisor			
HR Manager/Advisor			

*(to be copied for each outcome – usually no more than 6 outcomes)*

## Action Plan – Outcomes

Outcome 1

Topic:	
--------	--

*Specific outcome:*

--

*How will this outcome be achieved?*

How	
Where	
Supervised/supported by	
Resources required (including funding)	
Timescale	
Supportive evidence	
Individual responsible for monitoring/sign off	

**Outcome completion**

OUTCOME 1	
Review Date:	

Staff comments	<div>Signed: _____ Date: _____</div>
Supervisor comments	<div>Signed: _____ Date: _____</div>
Manager comments	<div>Signed: _____ Date: _____</div>



## Appendix 5 – Letter Templates

### Letter 1: Advising of organisational change

#### Private and Confidential

Name

Address

Date

Dear

**Re: Organisational Change for [insert detail]**

Further to our meeting regarding proposed changes to [insert detail] [where you were given a copy of the Proposal for Organisational Change Document], I am now writing to confirm that you are at risk of redundancy.

The consultation process for the proposed changes commenced on [insert date of launch meeting with staff/agreed start date] and will end on [insert date 30 days from start date]. During the 30 day consultation period you have the opportunity to consider and comment on how this change affects you personally. You are expected to be proactive and engage in the process and all stages.

In the first instance if you would like to meet in the presence of your TUPO representative or Trust workplace colleague, we can discuss and consider any proposals that you wish to put forward as we are looking to make sure that any consultation is meaningful, and we are genuinely trying to establish the best way to proceed. Please contact me within 7 days if you wish to make an appointment.

Your post of [insert post title] has been identified as being at risk of redundancy.

During this process, staff will be either:

- slotted into a post: where the new job contains at least 70% of the content of the existing post and is at the same band;
- ring-fenced: where more than one person is eligible for a post those persons will be ring-fenced and undergo an interview process;
- interviewed: ring-fenced for a post but with significant difference (less than 70%) to current role therefore required to be interviewed;
- at risk: no obvious post identified within the new structure; suitable alternative employment will be explored.

Further details are included in the Change Management document that was given to you at our meeting.

You are currently identified as [insert ring-fence/slotting in/no post] to the potential post of [insert post title(s) if applicable] and subject to the outcome of the consultation.

This letter does not imply that we have a predetermined outcome in mind. However, as any consultation process can be difficult we will provide support and this can be accessed through Occupational Health. If required a Counselling Service can be provided via Occupational Health.

We will contact you again at the end of the consultation period to confirm the outcome of the consultation process. At this stage, should you not be happy with the outcome of the consultation decision you will be given the opportunity to appeal.

Yours sincerely

Manager Name

Cc Personal file

## Letter 2: Confirmation of consultation outcome

### Private and Confidential

Name

Address

Date

Dear

**Re: Organisational Change for [insert detail]**

Thank you for meeting with myself on [insert date] and [insert HR contact]. You were accompanied by [insert name] OR you chose not to be accompanied at this meeting. I write to confirm the details provided to you at that meeting.

As you are aware, from ongoing communications in relation to [insert the proposed changes], the consultation period which commenced on [insert start date] was completed on [insert date].

During the consultation period job descriptions and person specifications were made available along with structures for the new [structure/department/service as appropriate]. You were also given the opportunity to meet with myself as your manager and/or HR, accompanied by your TUPO representative, to discuss any proposals you may have had.

At the end of the consultation period all staff representations and comments were carefully considered. As a result of this, changes were made which were shared with and noted by TUPO colleagues. OR: As a result of this, changes were not made.

You were previously identified as [insert ring-fence/slotting in/no post] to the potential post of [insert post title(s) if applicable] and subject to the outcome of the consultation.

Following the outcome of the consultation you are identified [insert ring-fence/slotting in/no post].

**IF Ring-fenced:** You will therefore be invited to interview for this/these potential post(s) and will be contacted shortly with the details.

**IF Slotted in:** You will therefore be slotted into the post of [insert title] with the effective date of [insert date] [insert any interim arrangements until the effective date as required]. This post has been deemed as suitable alternative employment by the Trust, therefore should you not accept the post you are effectively resigning from your employment and will not be eligible for a redundancy payment.

**If no post send letter 3, notice of redundancy letter.**

If you are not satisfied with the decision conveyed to you in this letter you have the right to appeal. Should you wish to do so, you should write stating your grounds of

appeal, to [insert name and address] within 10 working days of receiving this letter, setting out your grounds (reasons) of appeal.

If have any queries or would like to meet to discuss this further please do not hesitate to contact me.

Yours sincerely

Manager Name

Cc Personal file

### **Letter 3: Advising at risk redundancy and issuing notice**

#### **Private and Confidential**

Name

Address

Date

Dear

**Re: Proposed Organisational Change for [insert detail]**

Thank you for meeting with myself on [insert date] and [insert HR contact]. You were accompanied by [insert name] OR you chose not to be accompanied at this meeting. I write to confirm the details provided to you at that meeting.

As you are aware, from ongoing communications in relation to [insert the proposed changes], the consultation period which commenced on [insert start date] was completed on [insert date].

During the consultation period job descriptions and person specifications were made available along with structures for the new [structure/department/service as appropriate]. You were also given the opportunity to meet with myself as your manager and/or HR, accompanied by your TUPO representative, to discuss any proposals you may have had.

At the end of the consultation period all staff representations and comments were carefully considered. As a result of this, changes were made which were shared with and noted by TUPO colleagues. OR: As a result of this, changes were not made.

You were previously identified as [insert ring-fence/slotting in/no post] to the potential post of [insert post title(s) if applicable] and subject to the outcome of the consultation. Following the outcome of the consultation you are identified as not having a post.

We are therefore issuing you with your contractual notice of redundancy as of today's date ending on [insert date].

During this period we will endeavour to find you suitable alternative employment, should we be unsuccessful, your employment will terminate on [insert date] by reason of redundancy.

You were provided with an Information pack which contained the Organisational Change & Security of Employment Policy, Section 16 of the Agenda for Change Terms and Conditions Handbook and the form for completion to register with the Trust's Redeployment Pool. If you have any questions on the completion on the form or would prefer it electronically, please contact [insert HR contact] who will be able to support you.

Your redundancy payment under Agenda for Change Terms and Conditions, Section 16 paragraph 16.8 (a copy of which you have been given) is one month's pay for each complete year of reckonable service, which in your case is [insert time]. Your redundancy payment would therefore be [insert amount]. Please note that a redundancy payment will not be payable in certain circumstances as set out in Section 16 Agenda for Change.

We also discussed the processes that are in place with regard to redeployment, however, should you have any further questions please do not hesitate to contact myself or [insert HR contact].

We appreciate any change process can be difficult.. I would like to take this opportunity to remind you that we will provide support which can be accessed through Occupational Health. If required a Counselling Service can be provided via Occupational Health.

If you are not satisfied with the decision conveyed to you in this letter you have the right to appeal. Should you wish to do so, you should write stating your grounds of appeal, to [insert name and address] within 10 working days of receiving this letter, setting out your grounds (reasons) of appeal.

If have any queries or would like to meet to discuss this further please do not hesitate to contact me.

Yours sincerely

Manager Name

Cc Personal file

## Letter 4: Confirmation of redundancy

### Private and Confidential

Name

Address

Date

Dear

**Re: Organisational Change for [insert detail]**

As you are aware you were formally issued with notice of redundancy in our meeting on [insert date]. Also present at this meeting were [insert HR contact name] and [insert TUPO/work colleague name]. At this meeting you were given notice commencing on [insert date] and ending on [insert date].

During this period we have continually looked for suitable alternative employment for you, registered you on the Trust's Redeployment Pool and given you access to the restricted jobs area of NHS Jobs website.

### **\*WHERE APPROPRIATE:**

During this period [insert details e.g. we identified two posts that may have been suitable alternative employment for you and you undertook a competitive interview process for both posts; regrettably you were unsuccessful].

Unfortunately, we have been unable to find any suitable alternative posts and I am sorry to inform you that your post with the Trust will terminate on [insert date] by reasons of redundancy. Your last working day will be [insert date].

Your final salary will be paid in the usual way via bank transfer at the end of [insert month/year]. This will include your salary for [insert month] and any expenses that you may have submitted/and [insert hours of annual leave] OR you have no outstanding annual leave.

This and your redundancy payment will be paid to you via bank transfer at the end of [insert month/year]. MAY NEED TO ADD: As you were advised, this payment is subject to SHA approval, and we will contact you as soon as confirmation is received. To clarify, your post is redundant and this may affect the timing of your redundancy payment only.

Your P45 will follow once your final payment has been processed.

Your redundancy payment under Agenda for Change Terms and Conditions, Section 16 paragraph 16.8 (a copy of which you have been given) is one month's pay for each complete year of reckonable service, which in your case is [insert time]. Your redundancy payment would therefore be [insert amount].

You can appeal against this decision within 10 working days of receipt of this letter. The appeal should be addressed to [insert name and contact address]

I understand that you have returned any Trust property that you had and as I am sure you will be aware, when you leave the Trust you will continue to be bound by terms of confidentiality.

If have any queries or would like to meet to discuss this further please do not hesitate to contact me.

Yours sincerely

Manager Name

Cc Personal file



## Letter 5: Job trial details

### Private and Confidential

Name

Address

Date

Dear

**Re: Organisational Change for [insert detail]: Job trial**

Thank you for meeting with myself on [insert date] and [insert name of HR contact], you were accompanied by [insert name] OR You chose not to be accompanied at this meeting. I write to confirm the details provided to you at that meeting.

As you are aware the post of [insert post title] has been identified as possible suitable alternative employment for yourself. We discussed a four week trial for you in that post and I agreed to release you from your current duties to undertake this trial commencing on [insert date].

You should report to [insert name] who will be your manager during the period of the trial, and [insert HR contact] will also support you during this time.

### **OR:**

As you are aware the post of [insert post title] has been identified as possible suitable alternative employment for yourself. We discussed a shadowing period for you in that post of [one] week, and I agreed to release you from your current duties to undertake this shadowing period commencing on [insert date].

We also discussed the process involved in the trial and the implications of any outcome, including the possibility that the trial may be unsuccessful and what this would mean for your position in the Trust.

During this period please do not hesitate to contact me should you need any further support from myself.

Yours sincerely

Manager Name

Cc Personal file

## Letter 6: Job trial outcome

### Private and Confidential

Name

Address

Date

Dear

**Re: Organisational Change for [insert detail]: Job trial**

Thank you for meeting with me on [insert date] and [insert name of HR contact]. You were accompanied by [insert name] OR you chose not to be accompanied at this meeting. I write to confirm the details provided to you at that meeting.

Following your recent job trial I am pleased to inform you that the outcome of the job trial [or: shadowing period] was successful and you will commence in your new post of [insert title] on [insert date]. You were issued with notice of redundancy on [insert date] and I confirm that this notice has now been withdrawn due to your redeployment into this post.

Your terms and conditions of employment remain unchanged/you are entitled to pay protection [outline pay protection and salary point being paid], protection will be in place until [insert date].

**OR:**

(NOTE: If unsuccessful letter from manager of current post):

Following your recent job trial I am informing you that the outcome of the job trial [or: shadowing period] was unsuccessful and you will return to your current post for the duration of your notice period. We will still continue to work with you to identify suitable alternative employment, however the notice date of termination remains as [insert date] should we be unsuccessful.

(NOTE: If successful letter from manager of job trial post):

I would like to take this opportunity of welcoming you to [insert team name as appropriate] and look forward to working with you.

Yours sincerely

Manager Name

Cc Personal file

## Letter 7: TUPE transfer details

### Private and Confidential

Name

Address

Date

Dear

### Re: Transfer of services

As you will be aware from previous correspondence and discussions regarding the possibility of transferring [insert name of Trust/service] to the [insert name of new employer], it has now been confirmed that this transfer is to take place on [insert date]. The main reason for this transfer is [rationale].

### 1. Transfer of Undertakings (Protection of Employment)

As you are currently employed in a post which is to be transferred with effect from [insert date], I am writing to confirm the details and to provide information about the transfer. This letter is formal notification that the transfer will be handled in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the TUPE Regulations) and the Trust Organisational Change policy and procedure.

### 2. Legal, economic and social implications

As this will be a transfer covered by the TUPE Regulations the following will apply:

- (a) The transfer represents a “relevant transfer” for the purposes of the regulations, and as such, all employees in posts funded by and working directly for the [insert name of Trust/service], will transfer to [insert name of new employer] on their existing terms and conditions of employment, with full continuity of service.
- (b) If you are still in our employment immediately before the transfer, your contract of employment will automatically transfer to the new employer, who will be responsible for it as though it had originally been entered into between you and them.
- (c) Your contract of employment will be modified so as to substitute [insert name of new employer] as your employer in place of the Shropshire Community Health NHS Trust. In all other aspects your contract of employment will remain unchanged and you will transfer on the same remuneration, terms and conditions as applied at the Trust.

- (d) Your period of continuous service with the Trust will count as continuous employment with the new employer, so any statutory employment rights which are dependent on length of service, will count in your employment with the new employer.
- (e) No steps will be taken by Shropshire Community Health NHS Trust to terminate your employment because of the transfer.
- (f) In law, a refusal by you to be transferred to the new employer may be the same as resignation and there will be no entitlement to a redundancy payment.
- (g) WHERE APPLICABLE: With regards to pension provisions employees are advised to contact the Trust Pension representative of the NHS pension scheme or independent financial advisors if in a personal pension scheme. The [insert new employer name] will make arrangements to help provide occupational pensions provision for transferring employees.
- (h) The [insert new employer name] will assume all financial and managerial responsibility for the undertakings and assets of the [insert new employer name].

### **3. Measures envisaged in connection with the transfer**

The Trust does/does not (delete) envisage making any changes to your existing working arrangements in advance of the date of the transfer.

***[there is also a legal obligation to provide information about the new employer's measures and if there are none to state that fact.]***

*[If changes are envisaged please list them here]*

You will receive further formal notification immediately prior to the transfer date and [insert new employer name], as your future employer, will also contact you regarding your transfer. I will keep you informed of any developments as they arise.

Yours sincerely,

Manager Name

Cc Personal file

## Letter 8: TUPE transfer confirmation

### Private and Confidential

Name

Address

Date

Dear

**Re: Organisational Change for [insert detail]: Transfer of service/s**

I am writing to confirm your transfer from Shropshire Community Health NHS Trust to [insert new employer name] with effect from [insert date].

You are currently employed by the Trust. On [Insert date] your employment will transfer to [insert new employer name] under the Transfer of Employment (Protection of Employment) Regulations 2006. This means that your contract of employment will be modified so as to substitute [insert new employer name] as the employer in place of the Trust. In all other aspects your contract of employment will remain unchanged, and you will transfer on the same remuneration, terms and conditions as applied at the Trust.

Pension provisions are excluded from the TUPE Regulations, and it will not be possible for you to remain in the NHS Pension Scheme (delete as appropriate). The [insert new employer name] will make arrangements to provide occupational pensions provision for the transferring employees.

Your employment with Shropshire Community Health Trust will cease on [insert date]. You will transfer to the payroll of [insert new employer name] and arrangements will be made for your P45 to be released to your new employer.

I wish you well for your future employment with [insert new employer name]. I would like to take this opportunity to thank you for your commitment and hard work over the past few years, it has been much appreciated and on behalf of the Trust wish you all the best for a very successful future with [insert name of new employer].

Yours sincerely

Manager Name

Cc Personal file

## Appendix 6 – Selection criteria

Criteria for selection	Notes	Score (Performance) 0 Low / 10 High
<b>Disciplinary/capability record.</b>		
<p>Unspent disciplinary records are easy to measure and are clearly objective. Points can be awarded/deducted for the different levels of disciplinary sanction.</p> <p>Must be careful of warnings for timekeeping, sickness attendance or poor performance (if conduct related) where these have already to be taken into account where other selection criteria have been used.</p>	<i>Weighting = High</i>	0 points for Final Warning 3 points for 2nd Written Warning 6 points for 1st Written Warning 9 points for No Warnings
<b>Relevant skills, qualifications and competencies</b>		
<p>Qualifications can be used for selection purposes if they are of value to the organisation and are necessary for the function of the role.</p> <p>Qualifications for a post are easily identifiable via person specifications and application forms but may disadvantage those who do not hold formal qualifications but have attained the relevant skills and competencies for the role via experience. Experience from Agenda for Change suggests that a large number of staff will fall into this later category.</p>	<i>Weighting = High</i>	1 point Poor 3 points Average 6 points Good 9 points Outstanding
<b>Ability to undertake the duties and responsibilities of the posts which are retained</b>		
<p>The approach is to identify the competencies required of the post as measured by the person specification (or KSF) and score the individuals against them giving credit for an individual's proven ability to achieve competence following appropriate training. Evidence here may be gained from appraisal.</p> <p>Also, subject to acting reasonably in the circumstances, the employer is entitled to retain those employees that are considered to be most likely to contribute to the working of the organisation.</p> <p>Managers will assess an individual's</p>	<i>Weighting = High</i>	1 Point Below average 3 Points Average 6 Points Above average 9 Points Outstanding

performance, and the Quality and accuracy of work;  To ensure objectivity, a panel of managers and supervisors, with knowledge of the employees, will rate employees to make these assessments.		
<b>Attendance record (Last 3 years)</b>		
Attendance criteria need to be carefully measured to avoid the challenge that the Trust has adversely affected disabled employees or women with carer responsibilities.  Long-term absence (excluding secondments to Trust projects or other organisations, career breaks, maternity and paternity etc related absence and leave must be discounted, as must long term illness related to an absence that would fall into a recognised Disabled Discriminatory Act category).	<i>Based on a 3-year period – pro-rata for part time staff: Weighting = Medium</i>	Bradford Score Band 1 = 0-100 (9 Points) Bradford Score Band 2 = 101-200 (7 Points) Bradford Score Band 3 = 201-300 (5 Points) Bradford Score Band 4 = 301-500 (3 Points) Bradford Score Band 5 = 501+ (1 Point)

**Weighting:**

High	- score to be multiplied by a factor of three
Medium	- score to be multiplied by a factor of two
Low	- no multiplication

## **Appendix 7 – Statutory information to TUPO**

The Trust will provide the recognised trade unions (TUPO) and/or elected employee representatives with the following information: -

- the reasons for the redundancy proposals;
- the number and description of employees whom it is proposed to dismiss as redundant;
- the total number of employees of any such description employed by the employer at the establishment(s);
- details of the proposed timescale;
- the proposed method of selecting the employees who may be dismissed;
- the proposed method of carrying out the dismissals, taking account of any agreed procedure, including the period over which the dismissals are to take effect;
- the proposed method of calculating the amount of any redundancy payments due.

Where a transfer of staff under TUPE (Transfer of Undertakings (Protection of Employment) Regulations 1981) is anticipated, there is a statutory requirement for the employer of employees affected by the transfer to provide information to, and consult with, recognised trade unions. In particular, there is a duty to give reasonable notice of the following to employees and their trade union representatives (where reasonable is defined as a period long enough before the transfer to enable consultation to take place):

- The fact a relevant transfer is to take place;
- When it is to take place;
- The reasons for it;
- The legal, economic, and social implications of the transfer for affected employees;
- The measures, if any, which are planned in relation to affected employees;
- The measures, if any, which the purchaser or transferee plans to take in relation to transferring employees.