

Handbook for Managing Organisational Change

September 2009

Produced by the HR Department

Handbook for Managing Organisational Change

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MANAGING ORGANISATIONAL CHANGE

Introduction

1. Most organisational change is triggered by the need to respond to new challenges or opportunities presented by the external environment. The scale of this change will vary, therefore the Trust seeks to ensure that staff understand the reasons for, and that they are committed to, the change. It is important to maintain stability of employment and to act reasonably with staff whose jobs affected by the change. For staff the change may impact on the working arrangements, working practices, skills, workloads and staffing levels.
2. This Handbook will:
 - a. Describe how the Trust will work to ensure a managed process of change to the workforce.
 - b. Help explain the timescale, processes, policies and roles of managers, staff side representatives and staff associated with organisational change.
 - c. Provide an overview to the 'Guidance on the Reassignment of Employees due to Organisational Change' (appendix 3), the 'Avoidance and Handling of Redundancies', No 9 (appendix 4) and 'Protection of Pay Policy' No 10 (appendix 5)
 - d. Provide samples and templates of relevant documents for ease of use.

Scope

3. The processes apply to permanent members of staff including those staff employed by the Trust but with secondment arrangements with other organisations, including those on Retention of Employment (ROE) contracts. It does not extend to staff employed on agency, or certain fixed term contracts introduced to allow flexibility eg to cover maternity leave, to assist with additional work or to complete a specific project for a defined period. It also does not apply to staff seconded from and employed by other organisations.

Equality

4. The Trust is committed to promoting equality and diversity in employment adopting a flexible and transparent approach when facing change. It plans, prepares and minimises the impact of change by supporting joint working and training and development opportunities. These are both within and external to the Trust which works collaboratively with other health care partners and organisations.

Types of Change

5. Most change is triggered by the need to respond to new challenges or opportunities and comes in many forms. Primarily this handbook should be used in the following situations:
 - a. Where it is anticipated that there will be a reorganisation of posts, responsibilities or changes to terms and conditions affecting a definable group of staff without any job losses. It is good practice to consult with affected individuals, therefore managers would be expected to consult with staff.
 - b. Where it is anticipated that there will be a reorganisation of posts and responsibilities leading to posts being made redundant, in some cases statutory consultation will need to take place. Compulsory redundancy is a measure of last resort.

Summary Process for Managing Change

6. Identify the Organisational Change - Change may be driven by external factors such as changes in client groups, productivity, cost effectiveness, service delivery or transfer of activity to/from another provider. Consequently this may impact on skill mix, shift patterns or increases/decreases in establishment levels. Once the type of change is identified it is possible to consider the workforce implications.
7. Develop a Workforce Plan - A Workforce Plan will describe the establishment before and after the changes, reasons why the changes are needed, what can be done to minimise the impact on the workforce and what staffing level an/or skill mix is required to deliver the changes. Occasionally more sophisticated data, including changes in activity levels, financial impact or risks may be recorded. A Workforce Change Template is given in appendix 1 which can form the basis of a Workforce Plan.
8. Assess and Minimise the Impact on the Current Workforce - The Trust will investigate and implement measures to minimise the impact of change on staff. The scope of these will vary with the scale of the proposed change and will be consulted upon with the Trade Union representatives and individuals. Compulsory redundancy would be considered a last resort. The measures might include:
 - a. Fully exploring appropriate reductions in non-pay expenditure, eg consumables, expenses, equipment costs, etc.
 - b. Freezing recruitment in the staff group(s) affected or other areas identified as similar in nature.
 - c. Reducing/eliminating overtime costs and the use of agency, bank and locum staff and contractors.
 - d. Offering temporary overtime or considering the employment of staff on fixed term contract to fill vacancies, both of which would cease if the need for a reduction in posts occurs.
 - e. Offering the opportunity for staff to voluntarily work differently eg working part-time, taking unpaid leave, term-time working, career break, etc. These opportunities are fully explained under the Voluntary Programme in appendix 2.
 - f. Considering and consulting on other paybill reductions including voluntary deferment of payments,

- g. Managing sick leave and absence more stringently.
 - h. Transferring staff to similar vacant posts within the Trust through reassignment as described in paragraph 9.
9. Reassign Staff - If there are sufficient appropriate vacancies available currently or in the foreseeable future staff will be reassigned to another similar post within the Trust. See appendix 3 for details. The Protection of Pay and Conditions of Service Policy, No 10 will apply (appendix 5)
10. Where the change requires a reduction in the workforce and meets the definition of redundancy, the redundancy process will be followed.
11. Redundancy Process - Redundancy is defined as 'a dismissal for any reason not related to the individual employee concerned'. A genuine redundancy only arises when either there has been, or is going to be:
- A cessation of business
 - A cessation of business at the employee's site
 - A reduction or cessation of work
- (source CIPD/ACAS)*
12. If there are insufficient posts in the foreseeable future to accommodate the current workforce, particularly where changes require a corporate view, managers will seek Executive Board approval to issue 30/90 days notice of redundancy to the staff affected and staff may be put 'at risk' of redundancy. Managers should refer to the Avoidance and Handling of Redundancies Policy, No 9 (appendix 4) and the Protection of Pay and Conditions of Service Policy, NO 10 (appendix 5) for further information. It is advised that where an HR Consultant is not available to support a manager at an 'at risk' or 'redundancy' meeting with a member of staff, they are accompanied by a colleague who will keep a record of the meeting.
13. Voluntary Redundancies will only be available in circumstances where managers seek volunteers from 'at risk' staff within specific departments or roles. Under no other circumstances will voluntary redundancy be considered amongst non-affected staff. Full details on how to apply are contained in the Voluntary Programme in [appendix 2](#).
14. For ease of reference, a flowchart of the management of change process is attached.

Further Information

15. Managers and staff will be supported through the change process by their HR Business Partners, HR Consultants, Occupational Health Department and additional outside agencies, where appropriate.
16. Some of the terms contained within the policies and appendices are contained within a Glossary (appendix 15)
17. Reference has been made to the Agenda for Change Terms and Conditions Handbook, 2006, Section 16.
18. Samples of forms, letters, scripts and templates are contained in the Handbook as a helpful reference and resource.

Rainy Faisey, Deputy Director HR
September 2009

**WORKFORCE CHANGE TEMPLATE
 (Basis of Workforce Plan)**

Date: _____ Division: _____

Director: _____ Directorate: _____

Directorate/Corporate Manager: _____

This template can be used to form the basis of a new Workforce Plan. Responses to the five steps below can be used during any change consultation.

1 Reasons for the proposed workforce changes:

What are the drivers? eg matching income to expenditure, changes in client groups or service delivery, transfer of activity, increase in productivity or cost effectiveness, results of a benchmarking exercise, Trust restriction on agency staff or overtime, changes in technology, etc

What are the impact consequences, eg changes in skill mix or shift patterns, increase or decrease in establishment levels, change to terms and conditions of employment, etc

2 Steps already taken/consulted upon/proposed to minimise the impact:

These may include local or Trustwide steps, eg temporary suspension of vacancies, skill mix reviews, reduce over 65 year olds, reduce zero hour contracts, reduce agency/NHSP use, retraining, reducing agency costs, reduction in non-pay costs (eg consumables, expenses) etc

3 Future Workforce Plan (see sample table below):

Note - compulsory redundancy is a last resort. The plan may include a description of the current workforce, what the proposed changes are, the resultant new workforce plan and the impact on the current workforce.

In a redundancy situation, the following information is a statutory requirement:

The number and descriptions of staff it is proposed to dismiss as redundant

The total number of staff of any such description employed.

Timescales, eg 3 months, 6 months, 9 months

Criteria used to identify redundant posts

Voluntary redundancy criteria

Compulsory redundancy criteria

Current Workforce Plan	Proposed Change	New Workforce Plan	Impact on Workforce
3 x Band 4 2 x Band 5	Change in Bandings	3 x Band 3 1 x Band 5	3 x Band 3 to reassign 1 x Band 5 to reassign into another Div.

4 Long Term Implications:

i.e. Will there be any further changes to the workforce as a result of the above proposals, eg increase/decrease in service demand, use of IT, service relocation, skills mix review?

5 Workforce Plan Date: _____

Signed _____

VOLUNTARY PROGRAMME

Introduction

1. Voluntary flexibility around role, hours, and salary, will be considered to reduce workforce costs and the risk of compulsory redundancy. Measures may be on a permanent or temporary basis and include:
 - Job share arrangements
 - Term-time working
 - Extended periods of unpaid leave
 - Salary Banding Reduction
 - V Time - temporary voluntary reduction in hours
 - Reassignment - temporary or permanent transfer to another department
 - Secondment - internal or external, depending on availability (max 12 mths)
 - Career Break - unpaid leave for a minimum of 12 months
 - Additional unpaid annual leave
2. Voluntary redundancies will only be available in circumstances where managers seek volunteers within specific departments or roles and have placed an individual 'at risk' of redundancy. Under no other circumstances will voluntary redundancy be considered (see VP Form 2).

Conditions of Voluntary Programme

3. The process will be:
 - 3.1. The manager will define the selection criteria for the voluntary programme, eg occupational group, banding, hours, shifts, site, location, etc.
 - 3.2. The eligible staff group or individuals who may be considered will be identified by Directorate/Corporate Managers or similar levels of authority and agreed by the Divisional Director.
 - 3.3. Individuals and their Trade Union Representatives will be informed by HR Business Partners once the group or individuals matching the selection criteria has been chosen.
 - 3.4. Those identified will be given an opportunity to request a Voluntary Programme within a specified timescale, to receive full information regarding their entitlements, including financial quotations which will be determined through consultation with staff representatives.
 - 3.5. All preliminary discussions will be without commitment by either the individual employee or the manager and will be without prejudice to any subsequent decisions by either the employee or manager.
 - 3.6. All Voluntary Programme requests will be carefully considered on the basis of the criteria identified.
 - 3.7. Applicants will be notified of the outcome of their request in writing from the Directorate/Corporate Manager.

Voluntary Redundancy

4. The application for voluntary redundancy will assist in relieving an `at risk` or `under notice of redundancy` situation, either for the individual employee or others within the Trust, and where it is cost effective to do so.
5. For voluntary redundancy requests, consideration will be undertaken by a Divisional panel chaired by the Deputy Director of Human Resources, or HR Business Partner, along with Directorate/Corporate Managers as appropriate, Senior Finance Manager and Trade Union/Professional representation.
6. Requests must be supported by data concerning the total cost of redundancy, including pension entitlements, as supplied by the Pensions Agency or Pensions Officer.
7. All panel decisions will be ratified by the Director of HR and the Director of Finance and Procurement on behalf of the Executive Board. The ratified decision is final.
8. Employees will be notified of the outcome of their request in writing within five working days of the ratified decision being taken.
9. Requests for voluntary redundancy may be considered in the following circumstances:
 - 9.1. The post has been identified as `at risk` of redundancy.
 - 9.2. The application for voluntary redundancy will assist in relieving an `at risk` or `under notice of redundancy` situation, either for the individual employee or others within the Trust, and where it is cost effective to do so.
 - 9.3. The costs associated with the application can be met within budgets and are appropriate having taken account of circumstances and reasons for the application.
 - 9.4. There are major or severe personal difficulties affecting an employee which have been created by the change and which cannot be resolved or overcome by offering alternative post/hours of work or any other reasonable alternatives.
10. Redundancy payments to successful applicants may be refused if they:
 - 10.1. Have obtained alternative NHS employment at the date of termination of their contract, unless there has been a break in service of more than four weeks before commencing the new post.
 - 10.2. Leave employment prior to the agreed termination date (unless this is specifically discussed and agreed).
 - 10.3. Are dismissed for reasons of conduct.

IN STRICT CONFIDENCE

Voluntary Programme - Employee Request Form

Full name:	Band:
Job title:	
Department:	Spine Point/Salary

Please complete and return to the Directorate/Corporate Manager
by.....

A request for voluntary redundancy will only be considered for employees who are 'at risk' of redundancy and where the Directorate/Corporate Manager has already expressly sought volunteers.

I wish to make a formal application for the Voluntary Programme in accordance with the Trust's criteria. Please tick (✓) the type of Voluntary Programme requested. You may tick more than one box. (A = Accept, R = Reject)

Voluntary Programme	(✓)	Details/comments	A/R
Job share arrangements			
Term-time working			
Extended periods of unpaid leave			
Salary Banding Reduction			
V Time - temporary voluntary reduction in hours			
Reassignment - temporary or permanent transfer to another department			
Secondment - internal or external, depending on availability (max 12 mths)			
Career Break - unpaid leave for a minimum of 12 months			
Additional unpaid annual leave			
Voluntary redundancy			
Other			

Signed.....

Date.....

Manager's instructions:

Manager's Name	Job Title
Department	Contact No.

Please consider the above request and note if it has been accepted or not. If accepted, please complete a change form and send it to the HR Department for action.

Manager's Signature..... Date.....

For requests for voluntary redundancies, please complete VP Form 2 overleaf.

Managing Organisational Change
Voluntary Redundancy
 Weighting Matrix for Redundancy - Confidential
 To be completed by the Manager
 Criteria for Voluntary Redundancy (staff group, cost, site etc)

Is this post 'at risk'? Yes/No If 'No', do not proceed.

Employee Name:		Post:	Dept:		
Division:		Site			
FACTOR	DESCRIPTION	CRITERIA	SCORE	Sub total	
Redundancy Cost	<i>Obtain official figures from payroll & pensions department</i>	<£20k	5		
		£21Kk- £35k	3		
		£36k - £50k	1		
		£51k+	0		
Recoup Period	Divide the Redundancy Cost by the current fully year salary	6 mth < 1 year	5		
		1 < 2 years	3		
		2 < 3 years	1		
		3+ years	0		
Sickness absence <i>Not for Maternity or</i>	Number of days in preceding 3 years	30+ days	5		
		16<30 days	3		
		6 - 15 days	1		
Disability		0 - 5 days	0		
		12+ periods	5		
		6 - 12 periods	3		
		3 - 5 periods	1		
Performance record (Policy No 3)	Final Warning current	< 3 periods	0		
		1 st Formal Warning current	3		
		Informal Approach current	1		
		No Warnings on record	0		
Qualifications and competences essential to the post e.g. A level, degree numerate	a)	Yes/No	0/2		
	b)	Yes/No	0/2		
	c)	Yes/No	0/2		
	d)	Yes/No	0/2		
	e)	Yes/No	0/2		
TOTAL SCORE	Max score 35 *				

This document must be signed by two Assessors, one of whom may be the Manager or HR Consultant

Name of Manager/Assessor:	Name of 2nd Assessor:	Date:
Signed:	Signed:	Date Employee informed

Outcome: Voluntary Redundancy Offered/Denied

GUIDANCE ON THE REASSIGNMENT OF EMPLOYEES DUE TO ORGANISATIONAL CHANGE

Introduction

2. As part of Trust's ongoing strategy to manage its services and resources in the most effective way possible, there may be a requirement to make changes to the current staffing arrangements, for example the number of staff in a particular work location, the hours or shifts to be worked, job content, departmental structures, etc. Where this is the case, a period of consultation will take place before any changes are made.
3. The purpose of this document is to provide guidance on the process to be adopted when the Trust needs to make changes in the services it provides or in the way in which existing services are delivered, where such changes impact on staff.

When it applies

4. Typically, this Guidance will apply to instances such as:
 - a. changes in location of services
 - b. change in activity/services
 - c. to achieve efficiency improvements
 - d. dealing with financial constraints
 - e. changes in technology, processes, standards, etc
5. As a consequence of any of the above, the following may be necessary:-
 - a. temporary and or permanent movement of staff across departments, divisions and sites
 - b. changes to shift patterns and/or hours of work
 - c. adjustments in skill mix requirements

Consultation

6. A key principle is to consult trade union representatives and full time trade union officials to consider the workforce plan at the earliest opportunity. The consultation with staff will normally begin as soon as the Trust identifies that a change to the organisation is required. It will be designed to ensure an atmosphere of co-operation between managers and staff in order to utilise employees in the most effective way.
7. Where the proposed change is significant the Joint Staffs Consultative and Negotiating Committee (JSCNC) will be involved in the consultation process from the earliest stage.
8. Employees will be entitled to be accompanied by a trade union representative or work colleague at all meetings.

Process

9. Before reassignment¹ is considered, other workforce changes, such as a reduction in overtime, removal of vacancies etc will be considered.
10. Wherever possible, reassignment will be to a similar role within the Trust, taking into account the requirements of the Workforce Plan (appendix 1), detailed in paragraph 11.
11. Managers will identify the departments and services which are likely to be affected. A Workforce Plan will be produced for discussion during a consultation process, copied to the respective staff representatives. The consultation process will involve a meeting with staff representatives and all staff within the affected area with the line manager. The Workforce Plan will contain information showing the service and/or financial changes required, outlining the implications for staffing levels, eg the number, staff group and bandings of staff to be reassigned.
12. Following consultation, a finalised Workforce Plan will be developed. If posts are affected by the Workforce Plan, the line manager or Head of Department will brief the employee, either individually or collectively, on its contents.
13. In selecting staff for reassignment the following criteria will be used:

Voluntary Reassignment

14. In the first instance, managers will request volunteers who may wish to be reassigned; a decision will be made on the basis of the transferable skills of the employee and the requirements of the current department.
15. Employees will need to complete a 'Reassignment - Employee Information Form' (attachment 1) for their line manager if they are to be reassigned out of the Division.
16. Managers will identify individuals to be reassigned taking into consideration available vacancies, requirements of the current department, cost implications including any pay protection, employee preference, individual circumstances and experience of employees.
17. Employees will be matched against available vacancies in the department, division or Trust (para 24).
18. Individuals may request reassignment to a specific vacancy or express a willingness to be reassigned to any suitable position.
19. It will be a prerequisite that employees meet the essential qualification and/or professional registration criteria for any vacant posts. Employees who do not meet the essential experience criteria may still be assigned to the post if it is assessed

¹ Please note reassignment should not be confused with redeployment which is a specific term used in more formal Trust policies such as, "Absence Management", and "Avoidance and Handling of Redundancies".

that this could be gained within a reasonable time period whilst undertaking the new role.

20. All decisions will be given to employees in writing, prior to reassignment beginning. (attachment 2).

Reassignment

21. If there are insufficient volunteers to fulfil the reduction identified in the Workforce Plan, managers will undertake an exercise to select employees to reassign on the basis of the transferable skills of the employee and the requirements of the Trust. Consideration will be given about available vacancies, requirements of the current department to deliver the service, cost of any pay protection, personal preference, individual circumstances and experience of employees.
22. Employees will complete a 'Reassignment - Employee Information Form' (attachment 1) for their line manager.
23. Employees will then be matched against available vacancies in the department in the first instance (taking into consideration the needs of the reconfigured service), then the division or Trust. It will be a prerequisite that employees meet the essential qualification and/or professional registration criteria for any vacant posts. Employees who do not meet the essential experience criteria may still be assigned to the post if it is assessed that this could be gained within a reasonable time period whilst undertaking the new role.
24. All decisions will be given to employees in writing prior to reassignment beginning. (attachment 2).

Matching

25. Staff to be reassigned will be given the first opportunity to be matched to vacancies within the Trust, in preference to other staff, except those 'at risk' of redundancy.
26. Wherever possible, reassignment will be to a similar role within the department. If unsuccessful, roles will be sourced from other departments and divisions across the Trust.
27. Matching reassignments will take place locally with line managers wherever possible. If not possible, reassignment will take place on a trust wide basis through the appropriate Workforce Panel.² Their role is to:
- Support the Trustwide reassignment (and redeployment) process by matching Vacancy Control Forms and the HR Department's list of vacancies against either individual Re-Assignment - Employee Information Forms, and/or data captured on the HR Department's Re-assignment Register. This data will be provided to each

² The Executive Team will now manage the tasks of the Work Force Panels from Dec 09 until further notice.

Workforce Panel weekly, prior to their weekly meetings. The Chair of the Workforce Panel will inform HR of their decision with a view to informing the manager.

- Provide benchmarking information of staffing levels, pay and/or banding comparisons, productivity, skills mix, etc to help managers challenge existing arrangements.
- Act as a Steering Group for Trust Wide projects that help achieve cost reductions in the professional group.
- Offer advice/solutions to tackling difficult professional issues arising from cost improvement (e.g. demarcation lines of professional groups).
- Until budgets are agreed, panels to scrutinise 'mission critical' vacancy requests and test steps taken to cover work from existing Trust resources.

28. If individuals are not reassigned within their own division, details of employees selected, or volunteering for reassignment, will be contained on a central reassignment register held within the HR department for consideration by other divisions and the Workforce Panels.

29. Details of all vacant posts will be provided to the Human Resources Department.

30. Posts generally considered as suitable employment will not normally be more than one band higher or lower than the current post, and pay protection (for employees reassigned to a lower banded post) may be applicable in accordance with the Protection of Pay and Conditions of Service Policy (no 10).

31. Once a post is identified as potentially suitable, employees selected for reassignment will be allocated to the post at a meeting with the current and recruiting line managers to discuss the role.

32. Reassignment to the new post will take place in accordance with the following timescales :

- a. Voluntary reassignment can take place as agreed by both line managers.
- b. Selected employees will be given one month's notice of the reassignment unless an alternative time scale is mutually agreed.

33. If within an adequate timeframe opportunity for reassignment is not sourced, and the Trust has exhausted all possible options, the Trust may implement the Avoidance of and Handling of Redundancies Policy (no 9).

34. All employees are expected to co-operate fully with the proposals for reassignment in accordance with the Trust's Contract of Employment.

35. The new line manager is responsible for the introduction and induction of reassigned employees into the new department and appropriate communication to existing staff.
36. An employee who wishes to appeal against the decision to reassign should do so in writing within three working days to the manager who made the decision, clearly stating the reasons for the appeal.
37. The manager will respond in writing within five working days of receiving the appeal.
38. Where concerns cannot be resolved informally, the appellant may request a final appeal to the manager within three days of receiving the response.
39. Appellants will have the right to be represented by a trade union representative or work place colleague not acting in a legal capacity.
40. The final appeal should be considered by two managers not previously involved in the decision, one of which should be more senior than the manager who took the decision, who would also act as Chair.
41. A member of the Human Resources department will service the appeal.
42. The final appeal will be heard within four weeks of the date of the request.
43. The panel should consider the appellants letter and the manager's formal response. All documents should be made available to the appellant.
44. Appeals panels will usually proceed on the basis of the paperwork without hearing oral evidence or representation. However, the Chair of the panel will consider any written representation from the appellant as to why an oral hearing may be necessary.

Sponsor Sue Donaldson, Director of HR & OD
Author Rainy Faisey, Deputy Director of HR

Attachments:

- 1 Reassignment - Employee Information Form
- 2 Reassignment Letter

March 2009

REASSIGNMENT - EMPLOYEE INFORMATION FORM

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Section A - to be completed by the employee

Personal information	
Name:	
Work address:	
Work telephone number:	
Post title/Profession:	Band:
Hours per week:	Days per week:
Current shift pattern:	
Qualifications:	
Key Skills:	
Work experience:	
<i>Continue on a separate sheet or add your CV</i>	

Data Protection Act compliance:

The information provided on this form may be shared with other Trusts in order to try and identify suitable posts . Please sign and date this form to confirm the Trust may share information in this way.

Employee's Signature..... Date:

Section B - to be completed by the Line Manager

Name:	Post title:
Telephone number:	Mobile number:
Department:	

Reassignment Role Requirements for Employee	
Reason for reassignment:	
<i>Post title/profession:</i>	<i>Bands (from/to):</i>
<i>Min qualifications:</i>	<i>Min Experience:</i>
<i>Minimum weekly hours:</i>	<i>Maximum weekly hours:</i>
<i>Oxford: CH or JR</i>	<i>Banbury: Horton</i>
<i>Full time:</i>	<i>Part time, etc:</i>
Hours per week:	Days per week:
Shift pattern:	
Deadline for Reassignment:	

Any other relevant information:

Manager's Signature..... Date:

Please return this form to your HR Consultant, Carillion Building, JR

For HR office use only

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Priority code:

HR contact:

Employee Name:

Deadline for Reassignment:

Reassignment Posts Offered:

1. Date: Post: Band:_____

Comments/Outcome

2. Date: Post: Band:_____

Comments/Outcome

3. Date: Post: Band:_____

Comments/Outcome

STRICTLY PRIVATE & CONFIDENTIAL
FOR ADDRESSEE ONLY

Dear

Reference: Formal Notification of Reassignment

Further to our recent meeting I am writing formally to advise you that you are suitable for reassignment to a similar role within the Trust.

During our meeting we did discuss the reasons for reassignment, summarised as follows:

1.
2.
3.

You have not been designated 'at risk of redundancy' as the Trust will ensure you are reassigned to a suitable post within the Trust. You may be placed on the Reassignment Register.

If in the meantime there is anything I can do whatsoever, please do not hesitate to contact me.

Yours sincerely,

Directorate Manager

*c.c. Personal file
Trade Union Representative*

Avoidance and Handling of Redundancies

Policy no 9

Introduction and Benefits

1. This policy details the Trust arrangements for the avoidance and handling of redundancies. This policy is an amendment to the existing policy.
2. The policy will enable the Trust to comply with employment legislation in relation to management of change and redundancy.

Application

3. The policy applies to all staff employed by the Trust but does not cover contractors, locums or agency staff.
4. The policy sets out the steps which the Trust must take in any organisational change/redundancy situation.

Purpose

5. The policy is designed to provide a framework for consultation under organisational change/redundancy and ensures that the Trust complies with statutory requirements and best practice (in accordance with ACAS Code of Practice and Guidelines).

Policy Statement

6. It is the policy of the Trust to maintain as secure an employment environment as possible, and by means of effective financial and staff planning and management to avoid situations requiring redundancies.
7. The Trust undertakes to consult with recognised trade unions and staff groups at the earliest practical opportunity when it believes that redundancies are envisaged or restructuring is being considered.
8. The Trust will encourage all staff to recognise the vigorous nature and changing environment in the work place which may require them to be flexible and open to change and new opportunities. While the Trust will try to avoid redundancies, staff are asked to share this responsibility by being as receptive to change as possible
9. It is Trust policy that a HR Consultant is involved from the very beginning of any organisational change process.

Responsibilities

10. Trust Board and Executive Board have overall responsibility for this policy.

- 10.1. The policy is owned by the Director of Human Resources and Organisational Development.
- 10.2. All managers are responsible and accountable for ensuring that any organisational change/redundancy follows the framework set out in this policy.
- 10.3. The HR Policy Group is responsible for reviewing the policy via the Workforce Committee.

Monitoring and Review

11. The policy will be monitored by HR who will record redundancies via the regular HR diversity reporting system.
12. The policy will also be monitored through the equality impact assessment process.
13. The HR Policy Group will review this policy in three years, unless changes in legislation prompt an earlier review.

Training and Development

14. At times of major organisational change, briefing sessions will be available to Managers.
15. One to one advice is provided via the HR Department.

Associated Documents and Policies

16. This policy links to:
 - 16.1. Avoidance and Handling of Redundancies- Appendix A
 - 16.2. Equality Impact Assessment
 - 16.3. Protection of Pay and Conditions of Service Policy 10
 - 16.4. Maternity, Paternity and Adoption Leave Policy 14 (organisational change during maternity leave)

Avoidance and Handling of Redundancies Procedure

Introduction

1. The Trust undertakes to consult with recognised trade unions and staff groups at the earliest practical opportunity when it believes that redundancies are envisaged or restructuring is considered.
2. This procedure provides a framework for those consultations, recognising that different situations will sometimes require different solutions, whilst ensuring that the Trust complies with statutory requirements and best practice (In accordance with the ACAS Code of Practice and Guidelines).

Legal requirements

Disclosure of Information

3. Managers have a statutory duty to disclose in writing to recognised trade unions the following information concerning proposals for redundancies so that they can play a constructive part in the consultation and negotiation process:
 - 3.1. The reasons for the proposals
 - 3.2. The number and descriptions of posts it is proposed to remove
 - 3.3. The overall total number of posts to be removed
 - 3.4. It is essential that the relevant Trades Unions are consulted and involved with regard to how staff are to be selected for redundancy
 - 3.5. How the dismissals are to be carried out, taking account of any agreed procedure, including the time scale over which the dismissals are to take effect
4. The information must be handed to a local representative of the union who is authorised to carry on collective bargaining as well as sent by post to an address notified by the union, or to its head office. Managers must consider any points made to them by the union representatives and give reasons if any point is rejected.

Consultation

5. In addition to the good employee relations benefits of consultation, employers who recognize independent trade unions have a statutory duty to consult them at the earliest opportunity once organisational change has been proposed. This duty applies even when only one person is to be made redundant and even when staff have volunteered for redundancy, irrespective of whether or not they are members of the recognised trade union. Failure to consult could lead to a claim for compensation, known as a protective award.

6. Consultation should take place at the earliest opportunity regardless of how many staff are to be dismissed. Current legislation requires that consultation must in any event begin:
 - 6.1. At least 30 days before the first notice of termination if between 20 and 99 staff are to be made redundant at one establishment over a period of 90 days or less. However, it is Trust policy to give at least 30 days notice whenever any redundancies are considered.
 - 6.2. At least 90 days before the first notice of termination if between 100 or more staff are to be made redundant at one establishment over a period of 90 days or less. Managers also have a statutory duty to notify the Department for Business Enterprise and Regulatory Reform (DBERR) when they intend to make redundancies. Form HR1 available from the DBERR should be used. This should be completed in consultation with your HR Consultant.
7. These statutory requirements are minimum periods only and managers are required to consult fully with appropriate trade unions or employee representatives as soon as practicable involving the appropriate HR Consultant. The consultation process should precede any public announcement of the redundancy programme and the issue of notices of termination. Redundancy notices can only be issued when the consultation has been completed. In other words, the consultation has either resulted in agreement with employee representatives or has otherwise reached its conclusion. If consultation has been completed within the 30 or 90 day period, notice may be issued at that point.

Process

Review Implications

8. Before deciding on a course of action managers need to carefully consider -
 - 8.1. objectives
 - 8.2. costs
 - 8.3. employee relations implications
 - 8.4. long term implications
 - 8.5. other alternatives
 - 8.6. time scale
9. Having considered the above should managers still wish to proceed with the re-organisational change or restructuring then the appropriate HR Consultant must be involved before any further action takes place.

Good Practice in Consultation

10. In addition to those areas outlined above and in the interests of good employee relations practice, matters on which managers may seek to consult and, where appropriate, negotiate will usually cover -
 - 10.1. The effect on earnings where transfer or down-grading is offered in preference to redundancy.
 - 10.2. How the selection of employees for redundancy will be applied - for example, will it be appropriate for selection to operate across the organisation as a whole or on a departmental basis?
 - 10.3. Whether a redundant employee may leave during the notice period, or postpone the date of expiry of notice, without losing any entitlement to a statutory redundancy payment.
 - 10.4. Any effects on Trust benefits where an employee is made compulsory redundant.
 - 10.5. Any extension of the length of the statutory trial period in a new job.
 - 10.6. Pensions and entitlements.
11. Negotiation might also cover special arrangements for the transfer of apprenticeships and trainees. Only a last resort should apprentices and trainees on a recognised training programme be treated as part of the labour force for the purposes of redundancy selection.

Reductions in Staffing Levels

12. Where it is determined that staff reductions should be made, it will first be necessary to determine which staff are affected. Consultation and negotiation will take place on the possible courses of action designed to reduce staffing levels and thereby avoid redundancy. These will include:
 - 12.1. Restrictions on recruitment which is relevant to the affected posts.
 - 12.2. Non-filling of vacancies, permitting a gradual reduction by natural wastage.
 - 12.3. Reduction or elimination where practical of overtime working.
 - 12.4. The termination where practical of the employment of temporary staff.
 - 12.5. The retraining and redeployment where appropriate of existing staff into internal vacancies which arise or are expected to arise to be agreed after consultation and negotiation with Trades Unions representatives and staff members. All parties must mutually agree redeployment.
 - 12.6. Seeking applicants for voluntary redundancy.
 - 12.7. Identifying those individuals due to retire.
13. To assist in consultation it may be necessary as a preliminary stage to discuss with individual members of staff their personal preferences.
14. Redeployment can be effected by -

-
- 14.1. the prior consideration of staff before a post is advertised
 - 14.2. the automatic shortlisting of staff
 - 14.3. managers will be required to be as flexible as possible to minimise the number of redundancies and aid redeployment. The precise method will be determined after consultation in each circumstance.
 15. It is recognised that retraining may be necessary to facilitate redeployment and this will be provided wherever possible.
 16. Where redeployment results in a down-grading or change in workplace the relevant Trust agreement on protection will apply (see Protection of Pay and Conditions Policy 10).

Consultation with individuals

17. Managers should ensure that staff are made aware of the contents of any agreed procedure and of the opportunities available for consultation and for making representations. Case law has shown that dismissals have been found to be unfair where the union has been consulted but not the individual. It is therefore essential that individuals who are to be made redundant are consulted, whether or not they are members of the recognised trade union. Where individual staff are so consulted, they are more likely to react in a constructive way and may perhaps be able to suggest alternatives to redundancy.

Compulsory Redundancies

18. Compulsory redundancies will only be considered as a last resort where the above measures have failed to produce sufficient reductions in manpower levels. Should this situation arise, further consultation will take place at the earliest possible opportunity, and wherever possible in excess of the minimum statutory periods.
19. The following information will be disclosed in writing at the beginning of this consultation period:-
 - 19.1. the reasons for the redundancy proposals
 - 19.2. the number of categories of staff who are expected to be affected
 - 19.3. the total number of staff employed in the Trust or Directorates concerned
 - 19.4. the proposed criteria to be used for selecting the staff affected
 - 19.5. the proposed method of carrying out the redundancies and the period over which the redundancies are to take effect
20. Following consultation and negotiation and taking into account the representations made by recognised trade unions, the Trust will determine which staff will be made redundant according to fair and consistent criteria. Managers should use the weighting matrix detailed in this document. All decisions will be made in accordance with the Trust's Diversity and Equal Opportunities Policy and managers must make considerations for those who have had an accident at work, or are covered by the Disability Discrimination Act. Staff who will be declared redundant should be given as much notice as possible and if practicable in excess of that required in their individual contracts of employment.

21. If any organisational change has the potential to affect any individuals who are on maternity leave, legislation requires that they are slotted in to any suitable alternative employment. Such individuals must be consulted during any change process if their post is significantly changed or removed they will be entitled to be offered a suitable alternative post where one is available. In such circumstances the work to be done by the individual must be both suitable and appropriate for her to do in the circumstances. The terms and conditions of her employment must not be substantially less favourable to her than if she had continued to be employed under her original contract.

Redeployment Selection Criteria

22. To be seen to be fair and equitable in this Trust a method of matching individuals to the person specification (See Recruitment and Selection Policy) will take place. Initially managers should use the redeployment information form attached to this document. This will be achieved by objective interviews requiring a submission of application form, references, health up-dates and attendance at formal interview. The Selection Panel should include an outside Assessor or HR Consultant. Only those staff under threat of redundancy will be considered for the vacant posts in the first instance.

Prior Consideration/Slotting in

23. This only applies to staff under the threat of redundancy. As soon as the post is declared at risk the Trust is obligated to offer prior consideration interviews for any suitable vacant posts.
24. Staff who are on the Redeployment and At Risk Register and meet the majority of the essential criteria on the person specification will be considered prior to any other applicant. This will be through a standard formal interview and candidates would apply on a standard application form (Prior Consideration).
25. Where there is more than one at risk candidate who meets the majority of the essential criteria of the personal specification for the post, the candidates will be interviewed in competition with each other only.
26. Staff who are on the Redeployment and At Risk Register and meet all of the essential criteria of the person specification and already undertake at least 50% of the job description duties can be “slotted in” to the vacant post. The candidate would apply on the normal application form for the manager of the post to consider. This would take place if were minimal training requirements e.g. PALS, ECDL, but would not include professional qualifications or achieving professional registration which would be an absolute pre-requisite of the post e.g. Registered Nurse, Biomedical Scientist (Slotting In).
27. The HR Consultant involved will alert relevant recruitment managers of the need for prior consideration posts in order that staff at risk can be given prior consideration interviews.
28. Posts should not be advertised externally, when it is known that suitable internal candidates, who may be at risk, have been identified within the Trust.

Offers of suitable alternative employment

29. Managers must consult with Human Resources to ensure that any suitable vacancies in the Trust are offered to staff affected by redundancy in the first instance. Where alternative work is available, staff should be given sufficient details to enable them to decide whether to accept or not. If staff are interested in suitable vacancies, then prior consideration should be offered.
30. Whether alternative work may be considered suitable depends on a number of factors, including the following -
 - 30.1. Pay - wherever possible, earnings should be protected against a fall in the current rate of pay. Alternatively, there may be opportunities for employees to earn more (e.g. by productivity bonuses). See Protection of Pay and Conditions Policy No 10 .
 - 30.2. Status - any loss of status may be eased by allowing the individual preferential treatment should a similar comparable job become available.
 - 30.3. Working environment - this may be especially important for those people who suffer a health complaint or physical disability.
 - 30.4. Hours of work - any change in a person's hours of work, for example in shift patterns, may be considered unsuitable if it fails to take account of the individual's personal circumstances.
 - 30.5. Banding - suitable posts are deemed to be one band above and below the current band of the post holder.

The offer

31. The offer should show how the new employment differs from the old and by law must be made before the employment under the previous contract ends. The offer must be for the new job to start either immediately after the end of the old job or after an interval of not more than four weeks. This will be made by the HR Department.

Trial Period

32. An individual who is under notice of redundancy has a statutory right to a trial period of four weeks in an alternative job where the provisions of the new contract differ from the original contract, the period to begin when the previous contract has ended.
33. The four week trial period can be extended for retraining purposes by an agreement which is in writing, specifies the date on which the trial period ends and sets out the employee's terms and conditions after it ends. If the individual works beyond the end of the four week period or the jointly agreed extended period any redundancy entitlement will be lost because the individual will be deemed to have accepted the new employment. If the individual is not happy further trial periods may be arranged in alternative posts. There are no limits to the number of trial periods.

-
34. The manager should use the trial period to assess the person's suitability. Should the manager wish to end the new contract within the four weeks for a reason connected with the new job, the individual will preserve the right to a redundancy payment under the old contract. If the dismissal was due to a reason unconnected with redundancy, the individual may lose that entitlement.

Time off to look for new work or for training

35. Staff will be given as much assistance as possible to find new employment or training for new employment and will be permitted all reasonable time off during working hours to seek alternative work or training as provided for by The Employment Rights Act 1996.
36. Further help and advice can be obtained from HR Consultants on -
- 36.1. preparation for retirement
 - 36.2. help with redundancy
 - 36.3. help with salary protection and retirement
 - 36.4. any personal problems
 - 36.5. interview techniques and application forms
 - 36.6. re-training
 - 36.7. advice on redundancy benefits
 - 36.8. counselling and out-placement advice

Unfair Selection for Redundancy

37. The dismissal of an employee selected for redundancy will be unfair if it is one of the following reasons -
- 37.1. The selection is in breach of a customary arrangement or agreed procedure unless there are special reasons to justify departure from it, or
 - 37.2. The selection is for a trade union reasons, or
 - 37.3. Where an individual on maternity leave has the right to return to work but is unable to exercise that right due to reasons of redundancy, she is entitled to be offered suitable alternative employment where a vacancy exists
 - 37.4. Part-timers should be treated equally to full-timers as they have the same statutory employment rights.
 - 37.5. The redundancy decision is made on the grounds of unlawful discrimination e.g. sex, race, disability.
38. Furthermore, dismissal may also be considered unfair where the reason or principal reason is redundancy but the circumstances apply equally to other employees who have not been selected.

Competitive Tendering

39. Whilst the principles of this procedure will apply, special consideration may need to be given where as a result of competitive tendering a service is put out to a private contractor for the first time.

40. These will include:

40.1. Early notification to staff and trade unions where it is intended to seek competitive tenders for a service.

40.2. Discussions with staff and trade unions aimed at producing a competitive in-house tender in line with TUPE as amended.

40.3. Seeking to ensure that the provisions of TUPE are met. Where a service is to be provided by an outside contractor, consultation will take place with recognised trade unions and interviews will be held with the staff affected, following which efforts will be made to redeploy as many staff as possible within the Trust.

TUPE Regulations

41. TUPE provides that where there is a transfer of an undertaking (or part of one) the new employer takes over the contracts of employment of all the employees who were employed in the undertaking at the time of transfer and that these employees transfer on the same terms and conditions as they had with their previous employer, except in relation to occupational pensions. Where an employee objects to such a transfer, he or she will be deemed to have resigned.

Grievance

42. Where an individual considers they have been treated unfairly they could invoke the grievance procedure. Advice regarding the procedure can be obtained from HR Consultants or Trade Union representatives.

Attachments

- 1 Compulsory Redundancy Weighting Matrix
- 2 Redeployment Information Form

**Managing Organisational Change
Compulsory Redundancy Weighting Matrix Selection Criteria 2009
Confidential**

To be completed by the Manager/Assessor

Employee Name:		Post:	Dept:	
Division:		Site		
FACTOR	DESCRIPTION	CRITERIA	SCORE	Sub total
Redundancy Cost	<i>Obtain official figures from payroll & pensions department</i>	<£20k	5	
		£21Kk- £35k	3	
		£36k - £50k	1	
		£51k+	0	
Recoup Period	Divide the Redundancy Cost by the current fully year salary	6 mth < 1 year	5	
		1 < 2 years	3	
		2 < 3 years	1	
		3+ years	0	
Sickness absence <i>Not for Maternity or Disability or proven cases Of accidents at work</i>	Number of days in preceding 3 years	30+ days	5	
		16<30 days	3	
		6 - 15 days	1	
		0 - 5 days	0	
		Number of periods in preceding 12 months	12+ periods	5
		6 - 12 periods	3	
		3 - 5 periods	1	
		< 3 periods	0	
Disciplinary record (Policy No 3)	Final Warning current		5	
		1 st Formal Warning current	3	
		Informal Approach current	1	
		No Warnings on record	0	
Qualifications and competences essential to the post e.g. A level, degree numerate	a)	Yes/No	0/2	
	b)	Yes/No	0/2	
	c)	Yes/No	0/2	
	d)	Yes/No	0/2	
	e)	Yes/No	0/2	
TOTAL SCORE	Max score 35 *			

This document must be signed by two Assessors, one of whom may be the Manager or HR Manager

Name of Manager/Assessor:	Name of 2nd Assessor:	Date:
Signed:	Signed:	Date Employee informed

Please remember to remind all unsuccessful members of staff of the right to Appeal against this assessment by using the ORH Grievance Procedure. Copies available on the intranet or from all HR Offices.

*The higher the score, the more likelihood of compulsory redundancy. Individuals with scores within +/-5 points of each other should be interviewed.

Outcome: Redundant / Not Redundant/Selection Interview

REDEPLOYMENT INFORMATION FORM

Data Protection Act compliance:

The information you provide on this form may be shared with other Trusts in order to try and identify suitable posts for you . Please sign and date this form to confirm you are happy for us to share your information in this way.

Signed Date:

Personal information

Name:

Home address:

Telephone number:

Work information

Work address:

Work telephone number:

Post title:

Grade:

Hours per week:

Days per week:

Current shift pattern:

Reason for redeployment

Redeployment requirements

Minimum weekly hours:

Maximum weekly hours:

Location: CH Horton JR

Employment type: Full time, Part time, etc

Shift pattern:

Qualifications:

Skills:

Work experience:

Please return this form to **your HR Consultant**

For office use only

Priority code:

HR contact:

Posts offered:

1. Comments

2. Comments

3. Comments

PROTECTION OF PAY AND CONDITIONS OF SERVICE

Policy no 10

Introduction

1. The Oxford Radcliffe Hospitals Trust believes that it is essential to the success of the Trust to be able to identify the need for change and to manage that change, taking into account organisational objectives as well as the aspirations and wellbeing of its staff. It is, therefore, the intention of the Trust to provide arrangements for safeguarding the pay and conditions of service of staff adversely affected by organisational change as an alternative to redundancy and early retirement.

Scope

2. The terms of this agreement apply to all employees of the Oxford Radcliffe Hospitals NHS Trust who, as a consequence of organisational change are:-
 - a. Downgraded, or
 - b. Required to move to a post with a lower remuneration package, or
 - c. Required to move to a new post where full-time hours have been affected by Agenda for Change (ref Agenda for Change Handbook - paragraph 46.31), or
 - d. Required to move to a new post whilst on Agenda for Change protection.
3. It provides for:-
 - a. Long-term protection of basic wage or salary where downgrading is involved
 - b. Protection of certain other conditions of service, eg annual leave, sick leave, maternity leave.
 - c. Short-term protection of contractual and regular payments and allowances, whether or not downgrading is involved. eg, rostered overtime, unsocial hours, stand-by, on-call duty, recruitment and retention premia.
 - d. Where the employee works fewer hours in the new post short-term protection of pay and allowances will be based on the hours worked in the new post plus up to 10% of the hours worked on the old post.
4. Special protection arrangements are in place for Agenda for Change assimilation (ref Agenda for Change Handbook, paragraph 46.27)

Monitoring Period

5. This agreement shall be effective from 20 August 2009 and will be reviewed every three years.

Definitions of Terms used in the Agreement

6. *Organisational Change* - means any structural or managerial change in the Oxford Radcliffe Hospitals NHS Trust.
7. *New Post* - as defined in the circumstances described in paragraph 2.
8. *Protectable earnings, basic wage or salary* - the weekly or monthly sum due in respect of basic hours worked by the individual concerned, within the standard working week, reckoned

on the day immediately preceding the first day of employment in the new post plus additional contracted allowances. This is based on an average calculated over a four month period immediately preceding the first day of appointment in the new post. *Allowances include contracted overtime and contracted on call payments.*

9. *Earnings in the new post* -the sum of the basic wage or salary in the new post plus additional regular allowances as specified:
 - a. Contracted overtime
 - b. Contracted on call and standby
 - c. Contracted unsocial hours
 - d. Recruitment and Retention premium
10. *Downgrading* - occurs when the post, irrespective of its job title, is a lower band than the previous post.
11. *A more senior post* - is a post which is of a higher band than the previous post.
12. *Suitable Alternative Employment* - is alternative employment which is sought and/or offered to a post holder as a result of organisational change. The alternative post is considered suitable if it is similar compared against existing terms and conditions of employment, eg type of contract, hours, and the requirements of the new role, eg qualifications and training, and is the same or normally not more than one band higher or lower than the existing post.
13. If suitable alternative employment is rejected by an employee, redundancy is not payable should the employment contract be subsequently terminated.
14. *Reckonable service* - is total aggregated service within the NHS. This includes employment break schemes, eg career breaks, but excludes service which has been the subject of a redundancy payment, or any other compensatory or terminal payment (ref AfC T&C paragraph 16.3 and 16.4)
15. *Marking time* - an employee will remain on their current salary and receive the annual cost of living rise, but will not receive any incremental rise for:
 - a. the duration of the period of protection, or
 - b. until the total level of pay in the new post exceeds the value of the protected pay, or
 - c. until the employee changes job voluntarily (whichever is the sooner) at which point the new salary and terms will apply.

Protection of Earnings

Short-term Protection

16. Short-term protection relates to payments which form a regular or contractual part of the job (see paras 3 and 9). They will be eligible for protection on a mark time basis, as in Table A.

17. Short term protection of earnings is triggered when the total pay and allowances of the new post are less than the earnings in the old post based on a four month average.
18. In calculating earnings in the new post, the rates used for calculating payments in respect of contracted and other additional duties shall be those applicable to the new post.
19. Pay, in any pay period, will be the higher of the pay in the new post or the protected pay.

Long-term Protection

20. Long-term protection of basic wage or salary is used where downgrading is involved. It is triggered when the banding of the new post is lower than the post occupied by the individual before the organisational change.
21. Basic pay in the former post is protected for a period of time in accordance with Table A.
22. Staff are entitled to protection of basic wage or salary, with the benefit of any subsequent improvements, including annual cost of living and incremental rises, until:
 - a. the period specified for protection expires, or
 - b. the individual is appointed to a post where the basic wage or salary is equal to or exceeds the protected basic wage or salary, or
 - c. the individual moves to a lower paid post of his/her own volition.
23. If the period of protection expires before b) or c) above, the protection will continue on a mark-time basis, ie the employee will remain on the same incremental point and will receive the annual cost of living increase.
24. Long-term protection of basic wage or salary where downgrading is involved is conditional on the individual undertaking to accept a subsequent offer of suitable alternative employment at the equivalent of the protected band or a higher graded post, within the Trust, should one become available.
25. The salary would be at the individual's original pay point before the downgrading.
26. If an employee unreasonably refuses to apply for or to accept a more suitable senior post, s/he will forfeit their right to protection.

Reckonable Service	Short Term Protection Period	Long Term Protection Period
0 to less than 4 months	Notice Period *	0
4 to less than 12 months	“	0
1 to less than 2 years	“	3 months
2 to less than 3 years	“	6 months
3 to less than 4 years	“	9 months
4 to less than 5 years	“	12 months
5 or more years	“	24 months

Table A

**Contractual or statutory, whichever is the greater. Statutory is 1 week per complete year of service up to 12 years.*

Arrangements under Agenda for Change (AfC)

27. If, as a result of organisational change, a member of staff is downgraded and is already in receipt of AfC protection, the AfC protection remains in place. The AfC protection applies until 2011.

Interaction between short-term and long-term protection

28. An employee with a right to long-term protection will also have a concurrent right to short-term protection. The employee shall be paid on the basis of whichever conditions are the more favourable to the employee.

Period of Notice

29. Staff required to move to a new post are entitled to retain the period of notice appropriate to the former post during the protection period.

Hours

30. Staff will work the hours appropriate to the new post. If hours are protected under the short term AfC assimilation arrangements, staff retain the right to continue with their AfC protected hours until the AfC expiry date is reached. (Ref Agenda for Change handbook paragraph 46.31)

Pension

31. In order to ensure receipt of the maximum possible pension, an employee whose earnings are reduced as a result of organisational change must request that their membership of the pension scheme at the higher rate of pay be treated as preserved membership (see appendix 1 attached). This may occur at the end of a protection period. Staff are advised to seek advice from the Pensions Officer at University Hospitals Birmingham NHS Foundation Trust (UHB), 0121 627 2787, immediately, or contact orh.payroll@uhb.nhs.uk.

32. The request must be in writing to the Pensions Officer, copied to the HR Department WITHIN ONE MONTH of pay going down. For those who are in protection under Agenda for Change, preserved membership is automatic.

33. If subsequently the employee is promoted, the preserved membership will automatically be converted to service at the higher rate of pay.

Appeals

34. Any appeal arising out of the application of this agreement shall be heard under the Trust's Grievance Procedure.

Appendix 1 - Template letter requesting preserved membership

20 August 2009

Pensions Dept
2nd Floor Office
Norton Court
Birmingham Women's Hospital
Metchley Park Road
Edgbaston
Birmingham
B14 2TG

Date:

Dear Pensions Officer

Re: REQUEST FOR PRESERVED MEMBERSHIP

Under the Protection of Pay and Conditions of Service Policy (No 10) I write to request preserved membership of the pension scheme.

As a result of organisational change, my earnings are reduced and I request membership at the higher rate of pay.

My pay before organisational change was £.....at band.....

My current pay is £.....at band.....

The change took effect on.....

Yours sincerely

NAME IN CAPS

PAYROLL NUMBER

Oxford Radcliffe Hospitals NHS Trust

Copy to the HR Advisor, HR Department, Oxford Radcliffe Hospitals NHS Trust, Carillion Building, John Radcliffe Hospital, Headley Way, Oxford , OX3 9DU

For ORH HR Office use:

Date received and filed.....

REASSIGNMENT MEETING - ADVISED SCRIPT

“The purpose of our meeting today (“Reassignment” meeting) is to tell you that we have identified the post which you hold is to be reassigned. That is, the Trust will reassign you to a similar post within the Trust with broadly the same terms and conditions of employment, though the reassigned post may be one band higher or lower than your current one.

The criteria we have used to identify posts for reassignment is:

Eg, Change in service, technology, changes in workforce within the area but with sufficient other similar vacancies across the Trust, etc

If we are unable to reassign you within the Division, you will be placed on the Reassignment Register and we will actively work with you in seeking suitable alternative employment. You will be asked to complete a form identifying your preferences regarding reassignment.

If you have any queries, please let me know.

NB: Have a copy of the Reassignment Information Form to be completed.

NOTES:

REDEPLOYMENT (on health grounds) MEETING - ADVISED SCRIPT

The purpose of our meeting today (“Redeployment” meeting) is to tell you that we will attempt to redeploy you within the Trust. That is, the Trust will redeploy you to a similar post within the Trust with broadly the same terms and conditions of employment, amended where reasonable to meet your personal circumstances, though the post may be one band higher or lower than your current one.

You will be placed on the Redeployment Register and we will actively work with you in seeking suitable alternative employment. You will be asked to complete a form identifying your preferences regarding redeployment.

If you have any queries, please let me know.

NB: Have a copy of the Redeployment Information Form to be completed.

NOTES:

'AT RISK' OF REDUNDANCY MEETING - ADVISED SCRIPT

“The purpose of our meeting today (“at risk” meeting) is to tell you that we have identified the post which you hold is at risk of redundancy. We are now commencing a period of formal consultation and we are setting out in the group and one to one meeting our plans and I want to give you the opportunity of asking any questions.

The next step following this meeting is to enable a period of meaningful consultation following which we will confirm whether or not your post is redundant. You will be placed on the Redeployment and ‘At Risk’ Register and we will actively work with you in seeking suitable alternative employment. You will be asked to complete a form identifying your preferences regarding redeployment.

A programme will be available for you to attend and support will be given to write CVs, interviews and find alternative employment and reasonable time granted to find other work. The Occupational Health department will also support you for health issues”

NOTES:

'REDUNDANT - TERMINATION OF CONTRACT' ADVISED SCRIPT

“The purpose of our meeting today (termination of contract), following the `at risk' meeting is to tell you that we have confirmed the post which you hold is redundant. The following selection criteria were used:

(Insert appropriate selection criteria)

.....

.....

.....

As you know we are continuing to consult on our plans and I want to give you the opportunity of asking any questions.

Your notice of redundancy, based on your contractual entitlement is weeks/months. Therefore, your contract with the Trust will terminate on 2009. Please ensure you take any annual leave entitlement before this date.

Your name will remain on the Redeployment and 'At Risk' Register and we will continue to actively work with you in seeking suitable alternative employment.

Support will be available for you providing advice with writing CVs, interview techniques and finding alternative employment. A reasonable time will be granted for you to find other work. The Occupational Health department will also support you for any health issues should they arise.

If a post is found for you during the notice period we will rescind the notice.

You are entitled to a four week trial of a suitable alternative post and this may commence any time during or on your last day of notice in which case your notice period will be extended.

If you have any queries concerning these arrangements, please do not hesitate to contact me.

NOTES:

STRICTLY PRIVATE & CONFIDENTIAL
FOR ADDRESSEE ONLY

Dear

Reference: Formal Notification of Post "At Risk" of Redundancy

Further to our recent meeting I am writing to advise you formally that your post has been identified as "at risk" of redundancy. This is not notice of redundancy.

During our meeting we did discuss the reasons and these are summarised below:

1. Economics
2.
3.

We are now entering a period of formal consultation, following which a decision will be made on whether to declare your post redundant. I anticipate this will occur in the next two weeks. If you wish to make any further representations, then please feel free to approach me with regard to this decision.

Should the final decision be made to declare your post redundant, then the Trust's Avoidance of Redundancy Procedure will apply. I enclose a copy of this for your information. I also enclose a pro-forma for you to complete giving your personal information, work information, skills and qualifications. This information will be entered onto the Redeployment and "At Risk" Register. This will allow us to check across the Trust for any posts which may become vacant which may be suitable to be considered for redeployment.

I would be happy to meet with you and go through the Avoidance of Redundancy procedure and answer questions. The procedure describes how we would look for redeployment opportunities in positions which are one band above or below your current post. Should you notice any vacancies, which you may be interested in then please let me know as soon as possible and I will arrange a prior consideration interview.

If in the meantime if there is anything I can do, please do not hesitate to contact me.

A copy of this letter will be sent to your TU Rep (optional).

Yours sincerely,

Divisional Director

Enc *Avoidance of Redundancy Procedure (Policy 9)*
Redeployment Information Form
c.c. *Personal file*
Joint Chair JSCNC
Trade Union Representative

STRICTLY PRIVATE & CONFIDENTIAL
FOR ADDRESSEE ONLY

Dear

Reference: Dismissal by Reason of Redundancy

Further to our meeting held onattended by (Directorate/Corporate Manager/Line Manager), I am writing to you formally to notify you of the outcome of the meeting.

The meeting was held following the issue of an "At Risk" letter to you some several weeks earlier. I explained that I had made the decision to proceed on reducing the number of posts withindepartment.

In order to select posts for redundancy, your manager/I explained to you that I/he/she had used a weighted scoring chart which compares individuals to the selection criteria used when mandatory redundancies are declared.

I am therefore confirming that your employment with the Oxford Radcliffe Hospitals NHS Trust will terminate by reason of redundancy on. (DATE). If during this period we are successful in obtaining suitable alternative employment for you then this notice for redundancy will be withdrawn.

I know that you have completed the appropriate Redeployment Information pro-forma. We have placed your name on the Redeployment and 'At Risk' Register and your details will be compared with all suitable vacancies as they arise prior to any external advertising. This is in accordance with Oxford Radcliffe Hospitals Policy No. 9, Avoidance and Handling of Redundancies. This policy is available on the intranet, however, if you cannot access it please let us know and we will provide you with a copy. If you become aware of any posts which you believe may be suitable alternatives, then please let us know as soon as possible so that we can arrange for a prior consideration interview to take place. Advice relating to suitable alternative employment is contained within the Policy on page 5.

Should we identify a position which you think may be suitable but you remain unsure, then I would remind you that you have the statutory right to a trial period of four weeks without forfeiting your entitlement to a redundancy payment. Details of this are contained on pages 5 and 6 of the Policy.

Prior to you receiving your redundancy pay and to comply with the regulations set out in the Agenda for Change Terms and Conditions Handbook (2004), para 16.14, please note you will not be entitled to your redundancy payments if you:

- Are dismissed for reasons of misconduct, with or without notice; or
- Have reached the normal retirement age where there is a normal retiring age of less than 65 for employee holding the position which you hold and the age is the same for men or women; or
- At the date of 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; or
- Unreasonably refuse to accept or apply for suitable alternative employment with the same or another NHS employer; or
- Leave your employment before expiry of notice, except if they are being released early; or
- Are offered a renewal of contract (with the substitution of the new employer for a previous one) where the employment is transferred to another public service employer who is not an NHS employer;

If you have any questions with regard to my correspondence or you require other Human Resource support, could I ask that in the first instance you approachHuman Resources Consultant.

I would remind you that you can appeal against my decision by use of the Grievance Procedure, Trust Policy No. 6 and submitting your appeal within five days of receipt of this letter.

Currently we are providing support in CV writing, interview techniques and other issues related to redundancy, through our Training & Development Department (delete as appropriate). Details are appended to this letter.

A copy of this letter will be sent to your TU Rep (optional).

Yours sincerely,

Divisional Director

Enc *ORH Trust Policy No. 6 - Grievance Procedure*
T&D Contact details
c.c. *Personal file*
Director of Human Resources
....., Divisional Director
Trade Union Representative

✂.....✂

Please tear off and return the slip to the Human Resources contact named in this letter at your earliest convenience

Note: Redundancy Payment will not be forthcoming without the return of this slip

Name: [Type in]

Date of Termination [Type in].....

I am/have not:

- Been dismissed for reasons of misconduct, with or without notice; or
- Reached the normal retirement age where there is a normal retiring age of less than 65 for employee holding the position which I hold and the age is the same for men or women; or
- At the date of 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; or
- Unreasonably refuse to accept or apply for suitable alternative employment with the same or another NHS employer; or
- Left my employment before expiry of notice, except if I was being released early; or
- Been offered a renewal of contract (with the substitution of the new employer for a previous one) where the employment is transferred to another public service employer who is not an NHS employer;

Signed:

Date:

THE OXFORD RADCLIFFE HOSPITALS NHS TRUST

INTERNAL SECONDMENT AGREEMENT 2009

This agreement acknowledges that although (employee name) is employed by the Oxford Radcliffe Hospitals NHS Trust as a (job), with effect from (date) the (Releasing) Department has agreed to make (employee name) available to the (Host) Department upon the terms and subject to the conditions of this Agreement.

Parties:

- (1)Department, Oxford Radcliffe Hospitals NHS Trust, Oxford OX3 9DZ ('The Host Department').
- (2)Department, Oxford Radcliffe Hospital NHS Trust, The John Radcliffe Hospital Headley Way, Oxford OX3 9DZ ('The Releasing Department').
- (3)of (work or home address) ('The Employee').

1. Secondment

- 1.1 The Releasing Department agrees to make the Employee available to the Host Department to provide the services which are specified in the Schedule to this Agreement on a full/part-time basis, and the Employee agrees to provide them on the terms of this Agreement.
- 1.2 All parties agree that the Releasing Department is, and will remain, exclusively entitled to the services of the Employee and that the Releasing Department has the right to make the Employee's services available to the Host Department.
- 1.3 The Secondment shall continue for a fixed period ofmonths terminating onunless one/three month's notice by any party is given to terminate it earlier.

2. Services

- 2.1 The Employee will provide the services diligently and in a timely and professional manner and using all reasonable care and skill in doing so. If the Employee is unable to provide the services for any reason the Employee will immediately inform the Host Department of that fact giving the reason and the likely duration of the absence. All parties agree that neither the Releasing nor Host Department is under any obligation to provide an alternative Secondment to the Employee.
- 2.2 The Releasing Department shall have no responsibility or liability whatsoever for the performance, conduct, acts or omissions or other actions of the Employee in respect of the services provided in the Agreement.
- 2.3 The Host Department will be responsible for ensuring the safety and welfare of the Employee. The Host Department will indemnify the Releasing Department and keep it indemnified in respect of any act or omission by the Host Department in relation to the Employee or any other claims arising by reason of the Employee's acts or omissions.

2.4 The Secondment is not intended to, and nothing in the Secondment shall have the effect of, constituting any relationship of employer and employee between the Host Department and the Employee.

2.5 The termination of the Secondment shall not terminate the Contract of Employment as between the Employee and the Releasing Department. Provided that no notice of termination in respect of the Contract of Employment is issued, the Employee **will/will not** take up a **full/part time position** with the Releasing Department at the end of the secondment. For the avoidance of doubt, the Employee **will/will not** be automatically entitled to return to **his/her** previous role. During the Secondment all terms and conditions of the Contract of Employment which do not conflict with the terms of the Agreement will remain in full force and effect.

3. Fees and Expenses

3.1 During the term of the Secondment the Host will pay the Releasing Department a fee for replacement salary costs plus on costs on a quarterly basis.

3.2 The Host recognises the fee may be increased on one month's notice to effect any increase in the statutory costs to the Releasing Department of continuing to employ the Employee and any increase in the contractual benefits as are paid to the Employee under the Contract of Employment. The Host will pay for any education-related programmes or conference costs, travelling expenses and subsistence allowances, pro rata as appropriate.

4. Confidentiality

4.1 During or after the Secondment the Employee must not disclose any confidential information to a third party, or unauthorised person, unless in the proper performance of the Services. These restrictions will not apply after the Secondment has terminated to information which has become available to the public generally otherwise than through unauthorised disclosure. Such information shall include without limitation:-

4.1.1 Any documents marked "Confidential" or which have been otherwise designated as confidential by the Host.

4.1.2 Commercial contacts, associates, customers and suppliers and details of contracts or negotiations with them in relation to the business of the Host.

4.1.3 Details of the employees and officers of the Host.

4.1.4 Presentations, tenders, projects, joint ventures or acquisitions and developments contemplated, offered or undertaken by the Host.

4.1.5 A disclosure or misuse of confidential information may be treated by the Host as grounds for termination of this Agreement without notice.

5. Summary Termination

- 5.1 The Secondment may be terminated by the Host without notice if the Employee commits any act of gross misconduct or if the Releasing Department or Employee commits any other serious breach of any provisions of the Agreement.
- 5.2 The Secondment may be terminated by the Releasing Department without notice if the Host commits any serious breach of any of the provisions of the Secondment.
- 5.3 The Secondment will terminate automatically if the Employee ceases to be employed by the Releasing Department.

6. Miscellaneous

- 6.1 The Agreement constitutes the entire terms and conditions of the Secondment and may only be modified or otherwise be amended by the written agreement of the parties.
- 6.3 This Agreement shall be construed in accordance with English law.

SCHEDULE OF SERVICES

1. The Employee shall provide the following Services:-

See attached Job Description and Person Specification OR
See the list of duties noted below

2. This Agreement has been agreed and entered into by the parties below:

SIGNED by (manager)

Date.....

Duly authorised for and on behalf of Department, for Oxford Radcliffe Hospitals NHS Trust ('The Releasing Department')

SIGNED by (manager)..... Date

.....

Duly authorised for and on behalf of the Department, Oxford Radcliffe Hospitals NHS Trust, Headington, Oxford ('The Host Department')

SIGNED by (staff member)..... Date

.....

Employee

Copies: The Releasing Department Manager
 The Host Department Manager
 Employee
 Employee Personal File, ORH

Attachments Job Description and Person Specification

MANAGING ORGANISATIONAL CHANGE SESSIONS, 2009 - TO CONFIRM

Date	Time	Venue

Purpose

To deliver an introductory/review session to line managers around organisational change and the use of the new Handbook of Managing Organisational Change (HMOC).

Objectives....to...

- 1 provide managers with the necessary competences and confidence to deal with changing situations and minimise litigation risk to the Trust.
- 2 guide managers through the principles of organisational change
- 3 reinforce the need to reassign staff into sufficient suitable vacancies.
- 4 clarify the processes and procedures associated with the Trust’s large-scale change programme, particularly the reassignment process.
- 5 familiarise managers with clearing house facilities, provided by the Workforce Panels, reassignment and redeployment processes to avoid redundancies and costs.
- 6 stress the importance of collective and individual consultation of all ‘at risk’ staff and those affected by the change.

Booking a place:

In order to plan for the sessions, please book a place by emailing either rainy.faisey@orh.nhs.uk or jenny.turner@orh.nhs.uk stating what date, time and venue you wish to attend at two working days before attending. Thank you.

CHECKLIST OF COMMON MISTAKES AND PITFALLS

1. The team responsible for implementing the Avoidance of Redundancy policy must be carefully chosen, bearing in mind the need for skilled communicators and people with clear objectives.
2. Failure to consult may well be in breach of employment law. In many cases there is far too much secrecy and a wish to keep everyone in the dark until the last moment. Employees are overprotected and treated as children who at best should be shielded from the facts and at worst may become delinquent if not firmly kept in place. Whilst there are some occasions when confidentiality is important, the general principle should be to consult widely and early.
3. Senior managers must own the whole process. They must be visible and be prepared to attend briefing meetings, see individuals etc. This is not an exercise which can be conducted by memo, delegation and one-way lectures.
4. Timescales must be carefully thought out and slippage avoided wherever possible. Momentum must be maintained and largely provided by the energy of the team and planned time limits.
5. Inadequate information and insufficient opportunity to look at options will inevitably impede any programme. 'At Risk' employees need to know exactly what their financial and employment position would be if they leave. They also want impartial and realistic advice about future options and may need individual assessment of their abilities and detailed careers advice. Information must be confidential, accurate and readily available.
6. Sensitive information needs to be handled with excellence in terms of communication skills. Many managers faced with telling staff that their posts are redundant resort to platitudes and expressions of sympathy that fail to impart information. Staff will need training in the principles and practice of handling group and individual announcements.
7. HR professionals need to be absolutely sure of the employment law and individual circumstances which govern every decision.
8. Managers and HR professionals must be clear on the selection criteria for redundancy and prepared to justify this before a tribunal if required.

GLOSSARY OF TERMS A-Z

The following list is summary those terms used within the Handbook and HR Policies 9 and 10.

Annual leave/long service leave	Payment will not normally be made in lieu of annual leave other than as might be allowed for in the contract of employment. It should, other than in exceptional circumstances, be taken prior to the ending of the employment. No payments will be made for any outstanding long service award.
At Risk	Those staff within a department/area which is being changed or reorganised for whom there is no post within the Trust and who are 'at risk' (under threat) of redundancy. Notification is given in writing. It is not a notice of redundancy.
Before the first of the dismissals takes effect	<ul style="list-style-type: none"> • When statutory consultation periods have concluded. • When notice is issued not when it expires.
Change	Any management initiated change which affects the employment and/or terms and conditions of service of permanent Trust employees.
Contract Termination	Staff will be made redundant at the end of their notice period and their contract of employment terminated if no suitable alternative employment is sourced.
Host or Receiving Department (Secondment Agreement)	The department which holds either a vacancy or temporary secondment/project opportunity which is being considered as suitable alternative employment either on a temporary or permanent basis for a postholder who is 'at risk' or under notice of redundancy.
Maternity Leave Entitlement	A woman on maternity leave who is prevented, because of redundancy, from returning to her substantive post is entitled to first refusal of any suitable alternative employment.
Originating Dept/ Workbase	The department in which the postholder who is 'at risk' is currently engaged.
Prior Consideration Interview	<p>Staff who are on the Redeployment and 'At Risk' Register and meet <u>the majority</u> of the essential criteria on the person specification will be considered prior to any other applicant. This will be through a standard formal interview and candidates would apply on a standard application form.</p> <p>If the candidate is suitable, i.e. meets <u>the majority</u> of the essential criteria on the person specification, even if training requirements exist then the candidate will be redeployed. Training requirements would not mean professional qualifications or achieving professional registration which would be an absolute pre-requisite of the post.</p>

Where there is more than one 'At Risk' candidate who meets the majority

of the essential criteria of the person specification for the post, the candidates will be interviewed in competition with each other only.

Reassignment

Where there is a change in workforce or staff group numbers, reassignment applies to staff to be transferred to a new role where there are sufficient vacancies to match the individual's skills and experience. This may be anywhere within the trust.

Redeployment and 'At Risk' Register

Redeployment applies to staff identified as 'at risk' or under notice of redundancy because of a change management process (Policy No. 9) or require redeployment on incapability grounds due to ill health (Policy No. 17).

Vacancies will not be advertised internally or externally until it is agreed that there is no suitable candidate on the Redeployment and 'At Risk' Register, and this should be in full consultation with Trade Union Representatives.

Redundancy

Redundancy is defined as 'a dismissal for any reason not related to the individual employee concerned'. A genuine redundancy only arises when either there has been, or is going to be:

- A cessation of business
- A cessation of business at the employee's site
- A reduction or cessation of work.

As a last resort, compulsory redundancies will be considered to produce sufficient reductions in workforce levels.

To qualify for a redundancy payment, the member of staff must:

- Be an employee, working under a contract for an NHS employer.
- Have at least 104 weeks of continuous full-time or part-time service.

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

Continuous service means full or part-time service with the present or any previous NHS employer. If with more than one NHS employer, there must not have been a break of more than a week (measured Sunday to Saturday) between employments.

Reckonable service for the purposes of an NHS redundancy payment, is subject to different criteria (see Agenda for Change Handbook Section 16 & National Health Service Hospital Medical and Dental Staff and Doctors terms and conditions Temporary Appendix VI(iii)).

Residential Accommodation

Staff living in Trust accommodation who are made redundant will be treated sympathetically. Staff will be allowed to remain in their accommodation for a mutually agreed period of time.

Ring Fencing vacancies

A ring fence will be drawn around the identified vacancies which will be held solely available to the pool of potentially redundant staff to apply for

a particular post. The pool of staff will be identified on the Redeployment Register and At Risk Register.

Slotting In

Staff who are on the 'Redeployment and 'At Risk'' Register and meet all of the essential criteria of the person specification and already undertake at least 50% of the job description duties can be "slotted in" to the vacant post. The candidate would apply on the normal application form for the manager of the post to consider. This would take place even if training requirements existed but this would not include professional qualifications or achieving professional registration which would be an absolute prerequisite of the post.

Staff Pool (ring-fencing staff)

This is the group of staff who have been issued a notice of redundancy or are 'at risk' (ie under threat). The pool can be subdivided by professional group within the larger pool. One of the mechanisms for ensuring this is achieved is via the Redeployment and 'At Risk' Register. For example, Managers are a sub group, as are nurses, doctors, physiotherapists, administrators, etc. Ideally, ring fenced vacancies and staff pools should be matched to avoid redundancies.

Suitable Alternative Employment

Suitable Alternative employment is defined as a vacant post anywhere in the Trust where a member of staff meets the core selection criteria set down in the person specification or could do so with a reasonable period of training. When determining what might be a "reasonable period of training", consideration will be given to the costs of retraining; the period over which the training might take place and whether the individual possesses the attitude and aptitude to turn the training into practice.

The following could be seen as suitable alternative employment:

- A post involving the same or a broadly similar range or type of duties and of a similar grade
- A post with the same qualification requirements, within the same occupational group and on the same grade
- A post for which the individual has the necessary qualifications and experience within another occupational group
- A post within the same general location or where travel to a new base is practicable and where excess expenses would be reimbursed.
- A post for which the individual has the necessary qualifications but not the appropriate experience, if reasonable orientation and training facilities can be expected to bring the individual up to an acceptable standard within a reasonable period of time.

Consideration should be given to:

- Any changes to the employee's current hours of work and the impact this may have on personal and domestic circumstances
- Working environment, which would be especially important for any employee suffering from a health complaint or physical disability.

Trial Period

Staff under notice of redundancy have a right to a four week trial in an alternative job from the last day of their notice period. If the employee works, by joint agreement, beyond the end of the trial period or extended trial period, any redundancy entitlement will be lost because the employee will be deemed to have accepted the new employment. This should be

communicated in writing to the employee when the alternative job offer is made.

Where an employee unreasonably refuses an offer of alternative employment which is considered by the Trust to be suitable, or enters a trial period and then leaves, or gives notice within the trial period, any entitlement to a redundancy payment will be forfeit.

Voluntary Programme

A process for seeking voluntary applications from staff either in the department or area affected by change or across other areas for specific changes to terms and conditions of employment. The voluntary changes may help facilitate organisational change and maintain employment security e.g. voluntary requests for reduced hours, job share, voluntary redundancy/retirement.

Workforce Plan

A document which identifies the difference between the current and future required staffing levels by type/grade/skills/whole time equivalents in the reorganised service and which addresses the means of reaching the required staffing levels within an identified timescale. A template to form the basis of the Workforce Plan is in appendix 1.

FURTHER COPIES

This Handbook was produced by the HR Department.

We hope you find this Handbook useful. If you have any comments on the Handbook, please email Rainy Faisey, Deputy Director of HR: Rainy.faisey@orh.nhs.uk with 'Handbook MOC' in the reference.

In the event of a query, please contact your HR Consultant or HR Business Partner.

Copies are also available to download and print from the Trust intranet site, under Human Resources / HR Policies/Organisational change.

September 2009

HMOC Sept 09