

Organisational Change	Policy Register No: 07062 Status: Public
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1.0 Purpose

- 1.1 The purpose of this policy is to set out the Trust's commitment to fair and equitable treatment of staff during organisational change.
- 1.2 The policy outlines the support available to employees whose role and continued employment is at risk and the steps managers should take to reduce the possibility that an employee may have to leave the Trust.
- 1.3 The policy supports our aim to retain employees with a range of relevant skills and experience across the organisation.
- 1.4 The policy has been formulated in the interests of good industrial relations practice and is consistent with the ACAS guidelines on handling redundancy situations.
- 1.5 This policy forms part of the employee's terms and conditions of employment. It may be subject to change at the discretion of the management, in consultation with recognised trade unions.

2.0 Introduction

- 2.1 The Trust has a responsibility to provide an efficient, high quality service that achieves the best possible health outcomes for patients, at a sustainable cost.
- 2.2 The Trust is required to continually change the composition of its workforce to meet the needs of the service by ensuring we employ the right level of staff in terms of numbers, skills and cost. The roles that employees undertake may need to adapt to take into account:
 - Changes in service delivery;
 - New and improved ways of working;
 - Changes to workload or skills requirements;
 - Introduction of new technology;
 - Legislative or economic changes;
 - Changes to commissioning contracts – investments and disinvestments.
- 2.3 It shall be the policy of the Trust to seek to retain staff wherever possible and all reasonable efforts will be made to finding suitable alternative employment for those staff affected.

3.0 Scope of the Policy

- 3.1 This policy applies to all employees of Basildon and Thurrock University Hospitals NHS Foundation Trust (BTUH), Mid Essex Hospital Services NHS Trust (MEHT) and Southend University Hospital NHS Foundation Trust (SUHT). It does not apply to Contractors, Bank staff, Agency or Volunteer workers.
- 3.2 In order to meet changing needs more effectively, there may be occasions when managers need to implement relatively minor changes. Reasonable minor changes and adjustments to duties and working practices may be

implemented without recourse to formal procedures set out in this document but will require reasonable consultation with the employees affected.

4.0 Definitions

For the purpose of applying the provisions contained in this document, the following definitions shall have the following meaning:

4.1. At Risk

Posts at risk are those likely to be substantially altered, reduced in number or disappear as a result of organisational change.

4.2 Displaced

An employee who holds a substantive permanent post which is substantially altered or likely to disappear (or be reduced in numbers) as a result of organisational change

4.3 Equality Impact Assessment

Undertaking an Equality Impact Assessment, is a way of considering the effect of reorganisation on different staff groups to ensure that due regard is given to protected characteristics in line with the Equality Act 2010.

4.4 Organisational Change

For the purpose of this policy, organisational change is defined as a required change to the structure of a business unit, directorate, department, service or roles.

4.5 Reckonable Service for Redundancy

This is the total of all aggregated service completed within the NHS, excluding any breaks in service of 3 months or more, or any service that has been the subject of a redundancy payment or any other compensatory or terminal payment.

4.6 Reckonable Service for Pay Protection

This is the total service (aggregated if discontinuous) with the Trust or a predecessor authority (i.e. a previous body that subsequently became the Trust) but excluding service which has been the subject of a redundancy payment or any other compensatory or terminal payment under any NHS Terms and Conditions of Service.

4.7 Redundancy

A member of staff may become redundant if they are dismissed and the reason for dismissal is wholly or mainly due to:

- The fact that the Trust has ceased, or intends to cease, to carry on the activity for the purposes of which the individual was employed, or has

ceased, or intends to cease, to carry out the activity in the place where the individual was employed.

OR

- The fact that the requirements of the Trust for staff to carry out work of a particular kind in the place where they were so employed, have ceased or diminished or are expected to cease or diminish.

The place of work referred to above should not be confused with the specific site or unit in which an individual works.

4.8 Suitable Alternative Employment

The transferring or recruitment of staff At Risk into a suitable alternative post.

The definition of what constitutes suitable alternative employment is not clear in law. Factors such as pay band, status, location, and nature of the job can all affect the decision of whether or not an alternative role is suitable.

4.9 TUPE - Transfer of Undertakings (Protection of Employment)

This preserves the continuity of employment and protection of terms and conditions when an employee changes employer as a result of this regulation.

5.0 Duties, Roles and Responsibilities

- 5.1 This document applies to all NHS staff employed by each Trust and will be applied consistently and equitably to all employees.

5.2 Managers

- 5.2.1 Managers are responsible for implementation of this policy into practice within their service areas.

- 5.2.2 Managers are critical to the change management process and should ensure that they are in a position to respond to the concerns of their teams. Managers should provide information to employees and trade unions so that they are able to make meaningful contributions to the consultation process. Managers must ensure that individuals are not discriminated against on the grounds of ethnic origin, nationality, race, disability, gender, marital or partnership status, age, religion or belief, sexual orientation or transgender status, when applying this policy.

- 5.2.3 Managers should liaise with the Trust's HR Department.

- 5.2.4 It is acknowledged that Managers managing change may be affected by change. However there is a need for transparency even if they themselves are affected and managers should communicate and respond to staff appropriately in line with their role and responsibilities to ensure that they are fully aware and supported through the changes taking place.

- 5.2.5 The manager will meet and communicate with employees affected by change and consider alternatives proposals submitted by staff. Managers should consult with their staff and document conversations and meetings in writing, to ensure there is a written account.
- 5.2.6 Managers should engage with the communications department at the earliest opportunity to ensure consistent internal and external messages are delivered in a timely fashion.
- 5.2.7 Managers will contact their finance representative at the earliest opportunity so that any financial consequences of reorganisation can be accounted for appropriately.
- 5.2.8 Managers should ensure that they are familiar with the Trust services to support organisation change such as the Employee Assistance Programmes, OH and Learning Development and HR Teams.

5.3 Employees

- 5.3.1 Employees are expected to familiarise themselves with this policy and the Trust's approach to managing organisational change.
- 5.3.2 Employees should play an active role during the pre-consultation and consultation stages and in the further process of implementation and identifying new career opportunities.
- 5.3.3 Employees are required to participate in all relevant meetings and in instances of redeployment should actively search for alternative roles and undertake trials in posts that are identified as suitable, as well as undergo relevant training required.

5.4 Trade Unions

- 5.4.1 Trade Unions play a vital role in advising and representing staff undergoing organisational change and in working with managers to ensure that organisation change is managed with the least disruption to services and patients and in accordance with the principles of avoiding compulsory redundancies wherever possible. The Trust will formally notify the trade unions of any proposed organisational changes and will undertake consultation with them in line with legal requirements and partnership working.
- 5.4.2 So as to ensure that Staffside is able to fully participate in the process, which may require frequent meetings with affected employees, facilities time will be agreed with members of Staffside, where required to support the consultation process.

5.5 Human Resources

- 5.5.1 Human Resources must ensure that the documentation relating to the change is appropriate and compliant with Trust policies and that the policy is followed accurately.
- 5.5.2 A member of Human Resources will support the manager at meetings where required and will ensure that the relevant information is circulated to Staffside representatives.

5.6 Communications

- 5.6.1 Provide guidance and advice to managers to ensure consistent messaging both internally and externally on the reorganisation and it is in line with Trust corporate style, branding and wider communication strategy.
- 5.6.2 Manage the external public relations in relation to the reorganisation, including releasing information to the press, public bodies where required and in responding to press enquiries.
- 5.6.3 Ensure that any feedback is escalated appropriately and guidance is offered in responding to concerns raised from staff, public and stakeholders.
- 5.6.4 Managing any required public consultation if significant service change is required as a result of the reorganisation.

6.0 Key Principles

- 6.1 The following key principles will apply:
 - Organisational change is driven by the business needs of the Trust. Change can be triggered either by the external environment or by an internal review of service requirements. Examples of significant organisational change include the reorganisation, relocation, merger, expansion or closure of a service, competitive tendering or outsourcing or a major change in working practice.
 - The Trust is responsible for deciding the size and most efficient use of the workforce but in doing so is committed to the following principles for managing organisational change included in this policy
 - Employees will be treated as individuals with due regard to their personal and employment circumstances and their career aspirations at all stages of the change management procedure
 - The principles of partnership working will be applied to organisational change situations. Employees affected by organisational change and accredited recognised trade union representative(s) for the staff group affected will be informed of planned changes as soon as is reasonably practicable (see consultation section of this policy).
 - All employees who may be affected by planned organisational change may be represented at the various stages (wherever practicable) by recognised Trade Unions/Professional Organisations throughout the change programme, with the exception of attendance during individual selection interviews

- The Trust is committed to minimising uncertainty and insecurity for employees affected by change
- Security of employment will be maintained wherever possible and redeployment is the Trust's preferred mechanism for managing surplus employees who because of organisational change are no longer required to carry out their current role
- Displaced employees will be supported through reasonable retraining to assist them in securing alternative employment
- Where it is identified that organisational change will result in a reduction in staff numbers, a vacancy management system will be implemented jointly across the 3 Acute Trusts working within the Essex Success Regime
- Compulsory redundancies will be avoided wherever possible, and where redundancy is necessary the Trust will ensure that the total number of proposed redundancies will be kept to a minimum
- Selection for redundancy will be based on clear criteria that will, as far as possible, be objectively and fairly applied and communicated to potentially affected staff
- Employees will have access to the Trust's counselling services and career support will be available as appropriate

7.0 Preliminary Measures

7.1 The Trust will seek to avoid or minimise redundancies by putting in place the following preliminary measures:

- Utilising natural wastage wherever possible
- Placing restrictions on recruitment for the occupational groups affected
- Offering redeployment opportunities, within the trust, where the employee has the skills and experience to undertake the identified role
- Offering redeployment opportunities, within other NHS trusts, where the employee has the skills and experience to undertake the identified role
- Offering reasonable re-training opportunities (taking into account cost and time period) where the employee has the potential to undertake an alternative role after a defined period of development
- Reduction in overtime working where service requirements will permit
- Seek to minimise or terminate the use of temporary agency, bank and contract staff
- Seek voluntary reduction in hours worked
- Use of flexible working options, to include part time work, job share, job transfer and career breaks
- Reviewing the existing and proposed uses of external consultants
- Exceptionally, consider the viability of voluntary redundancy arrangements

8.0 Consultation

8.1 Purpose of consultation

8.1.1 The Trust commits to meaningful and appropriate consultation with trade unions and staff affected by the organisational change with a view to reaching agreement on the way forward although there will be times when

organisational change will need to proceed without a consensus being reached on all issues. The timing and extent of consultation will be proportionate to the degree of proposed change, the number of staff affected and the impact on individuals.

8.1.2 Consultation will be carried out with the recognised accredited trade union representative(s) for the staff group affected in respect of any redundancy proposals. Individual employees will also be consulted in respect of their own particular circumstances.

8.1.3 The purpose of the consultation meetings with trade unions and staff will be to:

- Receive and where possible address any questions in relation to the proposal
- To consider any comments or views including any alternative proposals before determining any final decision to proceed
- To clarify any change processes and timeframes specific to the proposed organisational change exercise under discussion

8.2 Duration of Consultation

8.2.1 The standard timeframe for consultation is 30 days. However, this can be shortened by agreement based on service need and where the Trust has advance notice, a longer timeframe should be given for consultation. However, statutory provisions requirements mean that in some cases the standard timeframe cannot be shortened.

8.2.2 The number of staff affected by redundancy will be determined by the lead manager in conjunction with the relevant Director.

8.2.3 Where the Trust proposes to make redundancies, in accordance with statutory provisions the following minimum timescales will be followed:

- Where between 20 and 99 employees are proposed to be dismissed through redundancy at one establishment at the same time, consultation will take effect 30 days before the first dismissal
- Where 100 or more employees are proposed to be dismissed through redundancy at one establishment at the same time, consultation will take effect 45 days before the first dismissal
- Where the Trust plans to make less than 20 staff redundant the Trust will hold a 30 day consultation process.
- Employees on Fixed Term Contracts will be excluded from the collective redundancy consultation if they are due to expire during the collective consultation period

8.2.4 Trade unions and staff may request additional information or an extension of time if this is necessary to enable them to understand and contribute to an informed discussion on the merits of the proposal. Such requests will not be unreasonably refused and where they cannot be accommodated a reason will be given.

8.2.5 The HR department is responsible for notifying the relevant Government Department if the Trust proposes to make 20 or more staff redundant, within the terms of the legislation in force at the time. A copy of the notification form will be sent to the trade union representatives concerned. Advance notification to the relevant Department does not bind the Trust to make employees redundant.

8.3 Consultation Procedure

8.3.1 The lead manager, with support from the appropriate HR Lead, will prepare a consultation document on the proposed organisational change having gathered information to support the need for change. Before completing the consultation document, the lead manager should hold a facilitated change meeting with stakeholders and staff representatives where possible, to ensure that staff are fully included and engaged with the proposed organisational change.

8.3.2 To ensure consultation is meaningful the following information will be disclosed in the consultation document:

- The reasons for the proposal(s) including benefits to the organisation in line with business needs/strategy
- Current situation analysis including staff structure
- Details of efficiency/ financial gains/ savings where appropriate
- An equality impact assessment which must be completed and appended
- Impact on patient care
- Impact on supplementary and ancillary services
- The numbers and job titles/ descriptions of employees that are affected, and if applicable the total number it is proposed to dismiss as redundant and those posts that will be retained
- The total number of employees affected at the establishment including an organisation structure chart and details of posts that will be retained
- Confirmation that the Trust's agreed selection criteria will be applied
- Confirmation of the selection pool i.e. staff group / department / ward
- Proposed timescale for consultation and implementation of the proposed changes
- Confirmation of the method of calculating any redundancy payments in accordance with Trust Policy (or where individual contracts applies, NHS National policy)
- The measures to be taken to avoid compulsory redundancies which may include natural wastage, redeployment with retraining, voluntary early retirement or voluntary redundancy
- Details of any suitable alternative employment which may exist
- Details of how the information will be disseminated to staff
- Description of the consultation process, including planned meetings, timetable, how staff and representatives can respond and the deadline
- Name of the Lead Manager for the organisational change

8.3.3 The consultation paper will need to be reviewed and approved by the appropriate lead for the Directorate (Clinical or Managerial), Trust Director and HR, where the consultation may result in redundancies.

8.4 Consultation with Trade Unions

8.4.1 Early informal consultation with the trade unions is encouraged and should occur where possible. This is also known as pre-consultation. Meaningful pre-consultation often leads to an agreed shorter formal consultation time and greater staff satisfaction with the process.

8.4.2 Formal consultation with the trade unions will commence in accordance with agreed procedures once any informal feedback has been considered and the consultation document has been finalised. This will take the form of:

- On-going discussions with the local accredited representatives
- Trade unions representing staff affected by the change should be invited to the first meeting with all affected staff and given reasonable notice to attend.

8.4.3 In a redundancy scenario, in accordance with legislation, the information provided in writing to the trade unions (regional and staff side representatives) shall include the following:

- Reason for the proposals
- The numbers and descriptions of the employees whom it is proposed to dismiss as redundant
- The total number of employees of any such description employed by the Trust at the establishment in question
- The number of agency workers, where they are working and type of work they are doing
- The proposed method of selecting employees who may be dismissed
- The proposed method of carrying out the dismissals, with due regard to any agreed procedure, including the period over which the dismissals are to take effect
- The proposed method of calculating the amount of redundancy payments to be made (over and above the statutory redundancy payment) to employees who may be dismissed

8.4.4 During a period of change, management will ensure that trade unions are kept informed of developments and will meet with trade unions as appropriate.

8.5 Consultation with individual staff

8.5.1 A meeting will be held with all staff affected to announce the proposed change and explain the consultation process which will follow.

8.5.2 Staff who are absent from work for any reason including maternity and sickness absence will need to be notified and consulted with. Reasonable adjustments may be agreed to ensure that a member of staff can engage and participate in the process, while ensuring the consultation is not unreasonably delayed.

- 8.5.3 All employees will receive prior notification of the consultation meeting and will be advised that they have the right to representation.
- 8.5.4 A copy of the consultation document will be provided and employees and will have the opportunity to ask questions and receive feedback at the group meeting. The process for consultation and timescales will be explained. It is important that notes are taken of the meeting and attendance of staff is logged, so that the manager can ensure and evidence that all members of staff have been consulted with. An outcome letter with a copy of the notes of the meeting and a copy of the consultation documentation (where previously not provided) should be issued to all staff affected.
- 8.5.5 Each member of staff will be offered the opportunity of at least one individual meeting with their manager, at which they have the right to be represented by a trade union representative or a colleague. HR advisory support will be provided. In a redundancy scenario the meeting will discuss the issues set out in the redundancy section of this policy. The employee should make all reasonable effort to attend individual consultation meetings; however where a reasonable explanation is provided prior to the meeting the Trust will offer an alternative meeting date and time. Due consideration should be given to the delay that alternative meetings may have on the consultation period.
- 8.5.6 The meeting will give the employee an opportunity to discuss his or her options, preferences, personal circumstances and options for the future. Any proposals should be fully considered and feedback given on the proposed changes as a result of the consultation exercise.
- 8.5.7 A written record of all the individual meetings will be kept and provided to the employee where applicable. The record will be a note of the main points discussed at the meeting, not verbatim notes.
- 8.5.8 Regular updates and frequently asked questions may be circulated to staff through the consultation period. Throughout this period staff should be encouraged to discuss their concerns and queries with their line manager and trade union representative.
- 8.5.9 In addition to the individual consultation meetings, staff can be informed by management, team meetings, trade union meetings, email and other written communication and information supplied by the trade unions.

8.6 **Consultation outcome**

- 8.6.1 At the end of the consultation period the manager will give full consideration to all comments received from staff and trade union representatives and will make a decision on the way forward. A written report will be provided to staff and trade unions covering the change process to be followed and the timeframe. The report will include:
- The reason for the decision
 - Details of where the proposal has changed as a result of consultation
 - Identification of posts which are the same or substantially the same in the old and new structures (see section below)

- Arrangements for filling posts within the new structure
- Measures that will be taken to avoid compulsory redundancies
- Arrangements for seeking suitable alternative employment
- Reference to the pay protection arrangements and how these will apply
- Support for staff who are affected by the change, including career counselling and reasonable time off to seek other employment or undertake training
- Proposed timescales for implementing the change

(The above may vary depending on the consultation outcome and whether any of the above has previously been communicated in the initial consultation paper.)

9.0 Appointment/matching to posts in the new structure

9.1 Where the outcome of the consultation means that there will be changes in roles/positions in the structure, it will be necessary to identify clearly the posts that are the same or substantially the same and those that are new. It can then be determined where employees can be matched to posts and what staff will be classified as 'At Risk'.

9.2 The posts can be categorised in line with the following:

- Old Posts – posts which are no longer required in the new structure and may therefore be declared redundant
- Similar Posts – posts which substantially remain the same as old posts i.e. 65% or more the same in terms of job content, responsibility and accountability, grade status and requirement for skill, knowledge and experience
- New Posts – posts which are substantially different from old posts in terms of job content, responsibility and accountability, grade, status and requirements for skill, knowledge and experience

9.3 To determine this, the following steps will need to be taken:

- Job descriptions and person specifications will need to be drawn up for all new posts, and for similar posts which require amended job descriptions. These will be matched or evaluated in accordance with the Trusts job evaluation processes.
- This will enable the Trust to go through a matching exercise to determine the fit between an employee's existing post and the vacant position and whether it is suitable alternative employment (similar post)
- A matching exercise compares the pay, status, and hours of work, location, working environment, areas of work, skills, knowledge and levels of responsibility / accountability of the current and new role(s)
- No employee can be placed in a more advantageous position as a result of matching. As a consequence, no employee can be offered suitable alternative work of a higher pay band (new post) as a result of redeployment due to restructuring/ redundancy.
- Automatic matching will occur when the new position is substantially similar to the job being made redundant. The Trust will determine this by

comparing the two job descriptions and person specifications and assessing similarity, as outlined above.

- Where the pool of affected employees exceeds the number of posts available for matching the Trust will determine the method by which staff will be selected for redeployment / redundancy in consultation with its recognised trade unions

9.4 Competition for Existing Posts

- 9.4.1 Competition will apply where there are more eligible employees than similar posts (i.e. the number of posts has been reduced in the new structure).
- 9.4.2 Initially, the available posts will be 'ring fenced' and only those existing post holders will be eligible to apply. It will be necessary to apply selection criteria to determine who will be appointed into the posts.
- 9.4.3 Any competitive criteria will be made available prior to competition and will be based on objective factors.

10.0 Redundancy Selection

10.1 Compulsory redundancy selection

- 10.1.1 Where redundancies are inevitable, the Trust will set and communicate selection criteria. These criteria should be objective, clearly defined, measurable and non-discriminatory. Managers should seek advice from HR on selection criteria to be used to ensure the Trust is not open to legal challenge. Selection criteria will be discussed and where possible, agreed with trade unions.
- 10.1.2 A points-based system will be applied and each employee will be scored against the criteria independently by two managers who know all or the majority of the employees in the selection pool.

10.2 Voluntary redundancy

- 10.2.1 The Trust may in exceptional circumstances offer a voluntary redundancy programme with a view to creating vacancies to facilitate the identification of suitable alternative employment for those Staff at Risk.
- 10.2.2 A Voluntary Redundancy Scheme may not offer the same level of redundancy pay as a compulsory redundancy scheme, and details will be sent to those affected by the organisational change.
- 10.2.3 Expressions of interest should be made in writing and due consideration will be given based on the current and future needs of the service. The cost of redundancy payments or early retirement pension benefits will need to be assessed and given due consideration.
- 10.2.4 There is no guarantee that the application will be accepted and the Trust reserves the right to determine who will be released under such scheme based on the needs of the service and cost implications.

11.0 Staff at Risk of Redundancy

- 11.1 When changes in staffing levels or skill mix are proposed which will lead to a reduction in the numbers of staff employed in particular grades, occupational groups or specialities (and matching does not occur as outlined above), management will identify the positions, individual staff or pool of staff who are 'at risk' of redundancy as a result of the changes.
- 11.2 Where the outcome of a consultation results in staff being put 'at risk', these staff will be invited to a meeting(s) with their manager and trade union representative or work colleague to:
- Discuss how the proposed changes affect the individual
 - Explain why the individual is 'at risk' of redundancy
 - Discuss ideas for avoiding redundancy dismissals, reducing the number of staff 'at risk', who are made redundant and mitigating the consequences of any redundancy dismissals
 - Explore the possibility of redeployment
 - Explain the process for redeployment
 - Explain the arrangements for protection of pay and terms and conditions where applicable
 - Offer support and assistance
 - Discuss any other relevant issues and processes which may include providing a redundancy payment estimate if requested
- 11.3 Following the meeting, staff 'at risk' will be given a letter within 7 working days to confirm their 'at risk' status and key points discussed at the meeting. This should also include answers, wherever possible, to questions raised at the meeting for which there were no immediate answers available at the time.
- 11.4 Staff 'at risk' will be given prior consideration for posts within the new structure where they meet the selection criteria. Selection criteria for all posts in the new structure (whether or not there is competition) must be non-discriminatory, fair, objective, clearly defined and based on the skills and competency requirements of the post. The selection criteria must be made available to staff in advance.
- 11.5 Where they are selected for a new post they will normally be given the offer in writing within 7 working days of the interview. Any training required will be discussed with the member of staff as part of the offer process. The appointment will be subject to a trial period (see trial period section).
- 11.6 In the case of significant change which spans a number of NHS organisations the Trust will endeavour to reach an agreement with those organisations regarding the establishment of job redeployment opportunities. The agreement will contain a commitment to equality of opportunity for all staff, who will then have the same access to opportunities and vacant posts with any of the organisations.
- 11.7 Staff who are not selected for a post in the new structure will be offered post-interview feedback, coaching or training where appropriate. They will be formally declared at risk of redundancy and given written notice in accordance

with the contract of employment. They will continue to be listed on the Trust's 'at risk' register.

- 11.8 There may be situations where it is necessary to give notice of redundancy in accordance with the contract of employment at the end of the consultation process.
- 11.9 Staff 'at risk' will be required to register with NHS jobs/Healthjobs UK and apply for posts via that medium. In addition, the Trust's HR Department will use to full functionality of NHS jobs/Healthjobs UK (internal only and restricted vacancy) to support redeployment of staff 'at risk'.
- 11.10 Staff 'at risk' will be given prior consideration for other posts that are or become vacant in the Trust during a specific organisational change and, subject to the arrangements will remain on the register until their last day of service.

12.0 Suitable Alternative Employment

- 12.1 In line with the Trust commitment to maintain, where possible, continuity of employment and the legal obligation to seek suitable alternative employment to avoid redundancy, every reasonable effort will be made to offer staff suitable alternative employment. As part of individual consultation meetings, managers will discuss with employees their preferences and future career options so that these can be taken into account, in line with the jobs that are vacant.
- 12.2 Suitable alternative employment will be determined by reference to a range of factors including the following:
- Job content, including skill requirements and responsibilities
 - Pay and terms and conditions of service
 - Any planned change in the workplace
 - Whether the redeployee is likely to be able to perform the job satisfactorily within a reasonable period of time
 - Working Environment (in particular for those staff who suffer from a health complaint or physical disability) and
 - Status
- 12.3 In determining suitable alternative employment, consideration will be given to the personal circumstances of the employee. Employees will, however, be expected to show flexibility to reflect their skills, knowledge and experience and the needs of the organisation.
- 12.4 If the reduction in staffing results in potential redundancies, redeployment to employment considered by the organisation to be suitable, will be considered in the first instance prior to selection for redundancy.
- 12.5 Offers of suitable alternative employment will be made in writing and will include:
- The job description and person specification

- Confirmation of the pay band
- Any particulars regarding pay protection
- The period of time in which the employee has to consider the offer of suitable alternative employment (10 working days minimum). The time period can be extended by mutual agreement if the alternative position involves any major changes.

12.6 It is up to the employee to decide whether the alternative work is suitable, however if an offer of employment is made that the Trust deems as being a suitable alternative, but the employee unreasonably refuses to accept it, the employee will lose their right to redundancy pay.

12.7 Reasonable refusal may occur where the job offered would require the employee to move home or where there is a considerable change in working hours.

12.8 If an employee is offered suitable alternative employment with one of the other Acute Trusts, under these circumstances the employee would not be placed onto a probationary period.

12.9 Suitable alternative appointment whilst on maternity leave

12.9.1 Care needs to be taken when dealing with employees who are on maternity leave; as such employees are afforded special protection under employment law.

12.9.2 This does not mean that the Trust cannot seek to redeploy or make such an employee redundant should there be an organisational change, however automatic selection for redundancy as a result of pregnancy, childbirth or maternity related matters would be deemed as unfair dismissal.

12.9.3 The Trust has to demonstrate that it is a genuine redundancy situation and that it has carried out a fair procedure. All reasonable steps must be taken to identify suitable alternative employment and the manager is obliged to offer the employee any suitable alternative vacancy that exists. This is in preference to another employee who is not on maternity leave but whose job is also at risk of redundancy, even if the employee is not ready to return to work from maternity leave. This is the case even if the other employee is better qualified for the position. This duty is absolute.

13.0 Trial Periods

13.1 The offer of suitable alternative employment may be subject to a four week trial period should the alternative job contractual terms differ from the original contract. A trial period will only apply to staff at risk and where a formal offer of suitable alternative employment has been made. Where individuals are slotted in, these individuals are not deemed at risk and therefore a trial period will not be applicable.

13.2 The trial period will commence on the day they start work under the new contractual arrangements. The trial period will normally last for 4 weeks but

may be extended up to 12 weeks by mutual agreement where a member of staff requires additional training and development.

- 13.3 The purpose of the trial period is for both the Trust and the employee to establish whether the job is in fact suitable for the employee.
- 13.4 If the new job is suitable as determined by the Trust, and the employee leaves during or at the end of the trial period the employee forfeits their right to a redundancy payment.
- 13.5 If the new job is determined not to be suitable by both the Trust and the employee either during or at the end of the trial period then the employee is entitled to a redundancy payment as calculated at the original date of redundancy rather than at the end of the trial period. Until the end of their notice period, staff at risk will be considered for other suitable alternative employment if available which will be subject to the same arrangements including a trial period.

14.0 Retraining

- 14.1 Every reasonable effort will be made to support staff with additional training to enable them to meet the minimum criteria for potentially suitable posts within the Trust. The decision to support staff will need to be made in the context of available resources and time constraints.

15.0 Redeployment

- 15.1 Where employees do not secure posts in the new structure, they will be offered practicable assistance with redeployment including skills training; interview training and counselling to assist them in find suitable alternative employment with the Trust.
- 15.2 A vacancy management system will be implemented, whereby the employee is recorded on the 'at risk' tracker and will be notified of all available vacancies in the organisation and will be given an opportunity to discuss with their manager which vacancies are likely to be suitable for them.
- 15.3 Where an available alternative position may be suitable, whether identified by the employee or the manager, the employee will be interviewed. The decision on whether to offer the employee the position remains with the hiring manager however there needs to be a justifiable reason based on whether the employee has met the essential criteria of the role.
- 15.4 Where an employee has a disability in line The Equality Act 2010, reasonable adjustments will be considered to support redeployment.

16.0 Redundancy Arrangements

- 16.1 A member of staff will have their contract of employment terminated on the grounds of redundancy if no suitable alternative employment can be found or if a trial period is unsuccessful.

- 16.2 The terms under which a redundancy payment and/or early retirement benefit that are payable are summarised below:
- A contract of employment with the Trust; and
 - At least 2 years continuous service within the NHS
- 16.3 Employees with two or more years' service may be entitled to a statutory or enhanced NHS redundancy payment as determined by law, and / or their contract of employment. The amount of this payment will be confirmed when the employee is selected for redundancy and the sum will be paid along with the employee's final salary payment.
- 16.4 Early retirement on the grounds of redundancy is available, subject to the employee:
- Being a member of the NHS Pension Scheme;
 - Having at least 2 years continuous Service and 2 years pensionable membership; and
 - Having reached the minimum pension age in accordance with the relevant NHS Pension Scheme arrangements.
- 16.5 Staff will not be entitled to redundancy payments/early retirement on the grounds of redundancy if they:
- Are dismissed for reasons of misconduct
 - At the date of the termination of the contract have obtained without a break, or with a break not exceeding 4 weeks, suitable alternative employment with the Trust or another NHS employer. An employee must declare this to their new NHS employer or their previous NHS Employer.
 - Unreasonably refuse to accept suitable alternative employment with the trust or another NHS employer
 - Leave their employment before expiry of notice, except where it has been agreed in writing that they can be released early
 - Are offered a renewal contract with the substitution of a new employer for the Trust
- 16.6 Staff whose employment is subject to TUPE transfers to a new employer, will not be redundant and therefore will not be entitled to a redundancy/ early retirement on the grounds of redundancy.
- 16.7 The manager will liaise with HR in order to obtain details of redundancy entitlements and other aspects of the redundancy process. The manager will ensure that a formal redundancy meeting is undertaken and will provide in writing to the individual and their representative the following details:
- The number of weeks' notice, in accordance with their contractual notice period (which they will be required to work)
 - The effective date of the redundancy, which will also be the last day of service

- The number of days outstanding annual leave, where applicable to be taken during the notice period
- The amount of redundancy payment/ enhanced pension benefits that will be paid, where applicable
- What efforts will be made to assist the individual in seeking suitable alternative employment during the notice period
- What support is offered during the notice period e.g. help with job search, CV and interview preparation
- What work the individual will be expected to undertake during the notice period
- That reasonable time off with pay will be given to seek and prepare for alternative work
- That early release will not normally be given, unless there are compelling service reasons to the contrary. If the individual is successful in obtaining other employment outside the NHS and wishes to take this up during the notice period; the date the early release will then become the revised date of redundancy for purposes of calculating any entitlement to redundancy payment.
- The right of appeal against selection of redundancy or the terms of the redundancy. Any employee made redundant the right of appeal through the same arrangements as dismissal.

16.7 The employee will be required to provide an undertaking in accordance with Sub-section 16.22 of Section 16 of the Agenda for Change Terms and Conditions of Service or Southend University Hospital NHS Foundation Trust's Local Terms, Conditions and Benefits that they have not obtained, been offered, unreasonably refused to apply for or accepted suitable alternative employment in the Health Service within four weeks of the termination date, and undertake to refund any payment if this condition is not satisfied.

17.0 Protection of Conditions of Service

17.1 For staff employed by BTUH, MEHT or SUHT, the previously agreed local pay protection terms and conditions will remain in place until further notice. As from a future date we intend to consult/negotiate with Staffside in respect of new employees as indicated in Appendix 1. Details of these pay protection terms and conditions are in Appendix 1 (new staff), Appendix 2 (BTUH), Appendix 3 (MEHT) and Appendix 4 (SUHT).

18.0 Support for Employees

18.1 All staff affected by the organisational change will be encouraged to seek the advice and support of their trade union. Relevant support will be provided by the Trust and may include (some are dependent on a redundancy situation):

- Help with the production of CVs/application forms (including assistance with NHS jobs/TRAC (the Trust's Recruitment system))
- Help with preparation for interviews
- Careers advice

- Support with developing coping strategies and stress management, with support from counselling service
- Time to meet with recognised trade union representatives to discuss the change
- Further assistance to staff who are at risk of redundancy will include reasonable time off to seek other employment or undertake training
- Placement on the Trust's At Risk register
- Health and Wellbeing support

18.2 Even after the change has taken place, the Trust acknowledges that employees may take some time to adjust to the change itself. Managers should remain available to staff to manage any issues that arise and support staff through transition.

19.0 Time off Work

19.1 Time off Work for Trade Union Representatives

19.1.1 Trade union representatives will be given reasonable paid time to support the Trust and employees with any organisational change in line with the Trust's Recognition Agreement and Policy on Facilities for Trade Unions.

19.2 Time off Work for Staff

19.2.1 Employees under formal notice of redundancy will be entitled to a reasonable amount of paid time off to look for alternative work, attend interviews, etc. Employees wishing to take advantage of this right should make the appropriate arrangement with their manager and it will not be expected that they make up for the time taken by working additional hours at another time.

20.0 Staff affected by substantial organisational change other than redundancy

20.1 Transfer of Undertakings (Protection of Employment)

20.1.1 An organisational change may result in the transfer of staff to a new provider. Where TUPE applies, the contracts of employment of all staff employed within the affected area are automatically transferred to the new employer, who then takes over all the rights and obligations arising from those contracts of employment.

20.1.2 This applies where services are transferred from one organisation to another in line with TUPE, which can be in contracting out scenarios, retendering and where the services are brought back into the NHS.

20.1.3 All staff and recognised trade unions will be informed through collective and individual consultation of an impending transfer, the reason for the transfer and the date. Where possible, this will be a minimum 30 days (unless otherwise agreed) and where 100 or more employees are affected will be 90 days where reasonable practicable.

20.2 Varying Terms and Conditions

20.2.1 Contracts of employment may normally only be varied by agreement between the parties to the contract, and then only after a period of proper consultation. The consultation period will normally be no less than 30 days, although the parties can jointly agree to vary that period. Where, despite all efforts, the employee is unwilling to consider a variation to the contract despite the variation being in the best interests of the service, the manager reserves the right, on seeking advice from HR, to terminate the contract and offer employment on revised terms.

21. Appeals Procedure

21.1 All best efforts should be made to resolve any issues informally; however employees have the right to appeal against the application of this policy by invoking the Grievance Procedure and setting out the grounds for their appeal e.g. selection for redundancy.

22.0 Approvals

22.1 Organisational Change Approval

22.1.1 Approval for reorganisation will need to be sought from the Directorate Lead and Trust Director for the Staff group impacted. Any anticipated increase in cost arising from the reorganisation (in current or future financial years) will need to be approved by the Chief Finance Officer before the reorganisation process commences. This will need to be in the form of a business case which fully describes the financial implications including any pay protection costs and redundancy costs

22.2 Budgetary Approval

22.2.1 Approval will need to be sought from the Director of Human Resources or Director of Finance for any redundancy payment / cost of early retirement in accordance with each Trust's Standing Financial Instructions.

APPENDIX 1

**PAY PROTECTION - EMPLOYEES COMMENCING ON OR AFTER DATE OF
POLICY IMPLEMENTATION**

TO BE SUBJECT TO NEGOTIATIONS

**PAY PROTECTION – BASILDON & THURROCK UNIVERSITY HOSPITALS NHS
FOUNDATION TRUST**

PROTECTION OF PAY AND TERMS AND CONDITIONS

1. PURPOSE

The purpose of the policy is to set out a consistent and equitable approach for the protection of pay and terms and conditions during the process of managing organisational change.

2. SCOPE

This agreement applies to any employee who, as a consequence of organisational change, is required by management to move to a new post where there he/she suffers a detriment through a reduction in pay or terms and conditions. It provides:

- a) short-term protection of earnings
- b) long-term protection of basic wage or salary
- c) protection of certain other conditions of service.

3. DEFINITIONS

The following expressions in this policy have the meanings ascribed to them below -

Organisational Change: means any structural or managerial change in the organisation of the Trust's services.

Basic wage or salary: basic wage or salary is the weekly or monthly sum due in respect of basic hours worked by the individual concerned within the standard working week as defined in Section 16 of the Terms and Conditions of Service for Agenda for Change, plus any long term recruitment and retention premia, and the monetary value of a distinction award (for medical and dental staff), reckoned on the day immediately preceding the first day of employment in the new post, but excluding any payments made in respect of acting-up, High Cost Area Supplement and those payments listed as additional earnings in Section 4.1.

Protectable earnings: are basic wage or salary (as defined above) immediately preceding the first day of employment in the new post, plus the weekly or monthly average of the additional earnings listed in Section 4.1 over the four months immediately preceding the first day of employment in the new post.

Earnings in the new post: is the sum of the basic wage or salary in the new post and of any other remuneration in respect of overtime, shift work and other additional payments.

Downgrading: occurs when the new post, irrespective of its grade or title, is on a salary scale with a maximum point which is lower than that applying to the post held previously, or lower than that of the personal grade held in the previous post.

A more senior post: is a post which is on a salary scale with a maximum point higher than that applying to the new post or any subsequent post to which an employee may have moved.

Reckonable Service: is total service (aggregated if discontinuous) with Basildon & Thurrock University Hospitals NHS Foundation Trust (BTUH) or a predecessor authority (i.e., a previous body that subsequently became BTUH) but excluding service which has been the subject of a redundancy payment or any other compensatory or terminal payment under any NHS Terms and Conditions of Service.

Mark Time: is a period for which earnings are fixed and not increased by pay awards or increments etc.

4. SHORT-TERM PROTECTION OF EARNINGS

Certain additional payments (“protectable earnings”) in the former post will be protected on a mark-time basis in accordance with Table 4.2 below. The value of these earnings shall be calculated according to the weekly or monthly average over the 4 months preceding the first day of employment in the new post. In cases of maternity leave, and where appropriate sickness and other absence, the average will be calculated on the best 4 working months in the last 12 months. Short term protection of earnings will not be affected by a reduction in weekly contracted hours in the new post as a result of organisational change.

Earnings in the new post will be offset against protectable earnings. If for any particular pay period the earnings in the new post exceed the protectable earnings, protection of earnings is extinguished and earnings in the new post will be paid in full for that particular pay period.

4.1 PAYMENTS ELIGIBLE FOR PROTECTION

The following payments will be included in the computation of the four-month average if they are a regular requirement of the job:-

- High cost area supplement/London weighting
- Overtime/additional hours
- Special duty payments
- Allowances for:
 - Shift duty
 - Night duty
 - Split duty
 - Unsocial hours
 - Stand-by and on-call duty

Any Working Time Directive payments due on any of the allowances listed will be included in the computation of average pay.

When calculating earnings in the new post, the rates used for calculating payments in respect of overtime, shift work and other additional duties shall be those applicable to the new post.

4.2 SHORT-TERM PROTECTION PERIOD:

Reckonable Service	Protection Period (in months)
More than 4 months, and less than 1 year	2
1 year – less than 2 years	4
2 years – less than 3 years	6
3 years – less than 4 years	8
4 years – less than 5 years	10
5 years or more	12

5. LONG-TERM PROTECTION OF BASIC WAGE OR SALARY

An employee who is detrimentally affected when moved from one post to another and who is downgraded as a result of the move is entitled to protection of basic wage or salary on a mark time basis, until any one of the following thresholds is met.

- The protection period in months specified in Table 5.1 below is completed or
- The employee is appointed to a post in which the normal basic wage or salary is equal to or exceeds the protected basic wage or salary, or
- The employee moves on his or her own application to a post with a basic wage or salary which is lower than that of the existing post, or
- The employee retires, or
- The basic wage or salary of the post is equal to or exceeds the protected basic wage or salary.

5.1 LONG-TERM PROTECTION PERIOD:

Reckonable Service	Protection Period (in months)
Less than 12 months	None
1 year – under 5 years	6
5 years – under 10 years	12
10 or more years	24

When an employee is moved to a new post and downgraded and the hours in the new post are the same or fewer than before, long-term protection entitlement shall be assessed on the basis of actual hours worked in the new post paid at the hourly rate applicable to the previous post. If the hours in the new post exceed hours worked previously, long-term protection entitlement is based on (hours worked previously) x (rate applicable previously). The additional hours in the new post are paid at the rate applicable to the new post.

Any additional earnings derived from work in the new post will be remunerated at the rate appropriate to the new post.

6. INTERACTION BETWEEN SHORT-TERM AND LONG-TERM PROTECTION

An employee with a right to long-term protection will also have initially a concurrent right to short-term mark-time earnings protection. Until the short-term protection expires, the employee shall be paid on whichever terms are more favourable to the employee. Thereafter payment is on the basis of the on-going entitlement to long-term protection.

7. ADDITIONAL TRAVEL

If an employee is offered a new post as suitable alternative employment that involves reasonable additional travel in comparison to their former post, then excess traveling expenses may be paid for a maximum period of four years from the date of commencement in the new post. The excess will be calculated on the basis of public transport costs or based on the current public transport mileage rate. Where additional traveling time is incurred, it will not always be possible for individuals to receive such time on a daily basis. Where this occurs, arrangements should be agreed between the manager and the individual and reasonable and practical recompense agreed.

8. PROTECTION OF CONDITIONS OF SERVICE: PERIOD OF NOTICE

Employees required to move to a new post are entitled to protection of the period of notice appropriate to the former post, except that the period of notice may not be less than that provided for under Section 49 of the Employment Protection (Consolidation) Act 1978.

9. ENTITLEMENT TO OPT FOR TERMS AND CONDITIONS OF THE NEW (OR ANY SUBSEQUENT) POST

Employees with entitlement to protection may opt at any time for the complete package of remuneration and conditions of service that apply to the new (or any subsequent) post. This option, once exercised, cannot be cancelled.

10. CONDITIONS APPLYING TO PROTECTION

It is conditional on the employee accepting any subsequent offer of another suitable post within the Trust, which attracts a salary equal to or in excess of the salary applying to the protected post.

Protection of salary is also conditional on the employee providing a written undertaking within 4 weeks of the day on which downgrading takes effect to move to a suitable alternative post where the average earnings are equal to or exceed the protected earnings.

The protection arrangements will automatically cease at the end of the protection period or when an employee leaves the Trust or changes positions whichever is the sooner other than through further re-organisation.

Short-term protection of earnings is conditional on the employee undertaking any overtime, shift work or other additional duties which may be required up to the level at which earnings in the new post equal the protected earnings.

If for any pay periods the earnings in the new post exceed protectable earnings, protection will be extinguished for that pay period and earnings in the new post will be paid in full for that pay period.

11. SUBSEQUENT CHANGES OF POST

Each subsequent change of post due to an organisational change covered by this policy shall attract protection in its own right.

12. PRESERVATION OF NHS PENSION BENEFITS - REDUCED PAY LEVEL

Members of the NHS Pension Scheme who suffer a reduction in their pay may choose to preserve pension benefits earned on the higher pay level. Details regarding eligibility etc are contained within the booklet "A Guide to the NHS Pension Scheme", available from the Payroll Department.

PAY PROTECTION – MID ESSEX HOSPITAL SERVICES NHS TRUST

Protection of Pay and Conditions of Service at Time of Organisational Change

1. Introduction

- 1.1 This policy will apply to all employees of the Trust who are affected by any form of organisational change and who are required by the Trust to move to a new post of a lower band and/or where they are required to reduce their basic hours in their existing post. This also includes on-call payments.
- 1.2 Protection will only apply when the change of post/band is a requirement of the Trust and is offered as a suitable alternative to redundancy. If, during organisational change, the employee applies for and is offered a new post at a lower band without requirement from the Trust to accept, then protection will not apply.
- 1.3 Where redundancy is likely to arise, consultation will take place with the individual and their representative.
- 1.4 The policy and its provisions may run in conjunction and in parallel with any other existing protection arrangements. The Trust will determine how any new protection would interact, in such cases, and would ensure that the individual should suffer no detriment.
- 1.5 The start date of any period of protection will be determined by the Trust, after appropriate consultation with the individual and/or their representative.
- 1.6 The position of staff nearing retirement age is recognised and special provisions will apply (see section 3.8)

2. Definitions

2.1 Basic Wage/Salary

This is the weekly or monthly sum due in respect of the basic hours worked by the employee in accordance with their contractual hours within their contract of employment. The wage/salary relates to the standard basic pay scale or spine point, whether on an Agenda for Change Pay Band, a locally determined pay scale or medical and dental nationally agreed pay scale. Any High Cost Area Supplements and Geographical Allowances will also be included for protection purposes.

2.2 Protectable Earnings

'Protectable Earnings' will be used as the basis of protection. Protectable Earnings are the basic wage/salary (as set out in the above paragraph 2.1) plus the weekly or monthly average over the 4 months immediately preceding the first day of employment in the new post all regular payments if they are a regular requirement of the old job.

2.3 Earnings in the New Post

This is the sum of the basic wage/salary in the new post including High Cost Supplement Allowance or Geographical Allowance, plus other forms of leads and allowances as per the list in paragraph 2.2 above.

2.4 Variable Pay

Where the basic wage/salary of an employee varies from week to week or month to month, the basic wage/salary will be calculated by taking the weekly or monthly average over the last 12 weeks immediately preceding the first day of employment in the new post.

2.5 Lower Banded Post

This will occur when the new post, irrespective of its band or title, carries an hourly rate, or a salary scale/point, where the maximum is lower than in the post previously held.

2.6 Higher Banded Post

This is a post which carries an hourly rate or a salary scale/point, where the maximum is higher than that applying to the new post or any subsequent post to which an employee may have moved.

2.7 Reckonable Service

This is the total of all aggregated service completed within the NHS. This excludes any breaks in service of 3 months or more, or any service that has been the subject of a redundancy payment or any other compensatory or terminal payment.

3. Basis and Period of Protection

3.1 In the event that an individual is required, by the Trust, to move to an alternative post, as a result of Organisational Change, and where that individual is already receiving pay protection under Agenda for Change, the terms of protection relating to Agenda for Change (including the period of protection), shall prevail.

3.2 In other cases, pay protection applied as a result of Organisational Change ceases after the following periods:-

Staff with under 2 years reckonable service	None
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Staff with over 2 years reckonable service 1 year

- 3.3 There are no age requirements for an individual to become eligible for pay protection.
- 3.4 During the period of full protection the individual's pay will be frozen on a mark-time basis at the protected salary until the salary in the new post equals or exceeds the protected salary, or until the period of pay protection ceases – whichever is the earlier.
- 3.5 Protection will cease if during the period of protection the employee is appointed to a post in which the basic wage/salary is equal to or exceeds the protected sum.
- 3.6 Protection ceases if the employee moves on their own application to a post with a basic wage/salary that is equal to/lower than that of the existing post.
- 3.7 Protection ceases if the person resigns or retires from employment with the Trust.
- 3.8 Protection arrangements are not normally transferable to other Trusts or NHS bodies unless the new employer agrees.
- 3.9 The Trust recognises that staff may now choose, in the following cases, to retire
 - At age 55-65 for the special classes
 - At age 60-65 for all other groups

Where staff are affected by a lower band and confirm, in writing, that they are within 3 years of their preferred retirement date, then the Trust, irrespective of their length of service, will offer a maximum of a full 36 months of Pay Protection (or a lesser period to take them to retirement age). If the employee chooses not to retire at the original date specified, the Trust will use its discretion to determine whether or not to reclaim any part of the Protection amounts.

4. Protection Related to Contractual Hours of Work for Part-Time Staff

- 4.1 When a part-time employee is moved to a new post and a lower band, the hours in the new post are the same, the protection entitlement is assessed on the basis of the number of hours worked in the new post, paid at the hourly rate applicable to the previous post.
- 4.2 When a part-time employee is moved to a new post and/or a lower band, the hours in the new post are fewer than before, the Trust reserves the right to require all protectable hours to be worked.
- 4.3 If the hours in the new post exceed the hours worked previously then protection is based on the previous hours x the rate of pay applicable previously plus the additional hours in the new post x the rate of pay applicable to the new post.

5. Conditions of Service

5.1 Where an employee meets the qualifying conditions in respect of protection of pay, then they will also be eligible for protection on conditions of service as set out below.

5.2 Hours of Work

An employee will acquire the hours of work appropriate to the new post (See section 4 above re: part-time employees).

6. Other General Conditions applying

6.1 Employees given protection must be prepared to accept a subsequent offer, made by management, of another suitable post within the Trust that attracts a basic wage/salary in excess of that applying to their new post.

6.2 Protection can also cease if the employee is not prepared to give an undertaking to move to suitable alternative employment in a more senior post within the Trust which carries a basic salary more closely aligned to the individual's protected earnings. Management will discuss such options with the individual and if agreement cannot be reached they could withdraw the original protection, giving one month's notice. The employee will have a right of appeal under the grievance procedure in such an event.

6.3 Continuity of Service will not be affected by moving to another post on protection.

6.4 Any subsequent change of post due to organisational change can attract a further period of protection, as long as all other qualifying conditions are met, see 3.2.

6.5 Any staff currently receiving protection shall continue to have that protection arrangement honoured.

6.6 Any subsequent protection arrangement negotiated nationally shall supersede this policy.

PAY PROTECTION – SOUTHEND UNIVERSITY HOSPITAL FOUNDATION NHS TRUST

Pay Protection arising from organisational change

In some circumstances, it may be necessary to reduce the hours or grade of staff. If this occurs the protection described below will apply. Protection will not be applied where variations to a contract are made at the request of an employee or by mutual agreement between an employee and their managers.

Pay Protection – basic salary

I. Full protection of pay will be applied as follows:

For service up to 12 months the period of full pay protection will be equal to the length of service in the grade.

For service of 1 year but less than 5 years, the period of full protection will be for 1 year.

For service of 5 years or more the period of full protection will be for 2 years.

II. Protection at the end of the period of full pay protection will be:

1st year following expiry of period of full protection: 50% of difference between former salary and salary for new post.

2nd year following expiry of period of full protection: 25% of difference between former salary and salary for new post.

III. In the case of a change in working patterns that reduces the level of special contracted payments or contracted overtime, protection of these sums will be made for a 12 month period except where the employee has been in post for less than 12 months. In such cases, the period of protection will be equal to the length of service.

IV. Protection of pension rights will be in accordance with the rules and regulations governing the NHS Pension Scheme.

V. Staff are expected to work at any location or, in the case of community-based staff, at a range of sites as required.

VI. During the period of protection, employees should not unreasonably refuse offers of suitable alternative employment or ways of mitigating loss.

VII. The Trust may, in certain circumstances, offer to 'buy out' the difference between the 'new' contractual pay and the protected salary as a one-off cash compensation equivalent to a maximum payment of X2 times the difference, i.e. the lump sum is equivalent to less than two years of the difference.

VIII. For purposes of calculating the difference, this is defined as the pensionable base pay (excluding any cost of living supplement).

Calculation of Protected Pay

The calculation will be based on the rate of normal basic pay payable as at the day before the start of the period of protection. Where an employee is on reduced pay, for example due to sickness absence or maternity leave, the normal basic pay that they would have received had they not been on a period of absence will be used in the calculation.

Other earnings to be protected will be calculated based on the average monthly earnings from the relevant pay elements in the 13 week period ending with the day before the date on which the change takes effect.

During the period of protection all other salary related enhancements will be based on the normal maximum salary for the new post.

Withdrawal of pay protection

The continued protection of pay is conditional upon the individual being willing to be considered for, and to accept, any subsequent offer of another suitable alternative post within the Trust that attracts a basic salary in excess of that applicable to the role in which the individual is working. This includes a requirement to be adaptable, which may mean taking on a new role, changing team or location, changing hours of work or undertaking training.

If, during the period of protection, an individual requests a reduction in hours of work in accordance with the Trust's Flexible Working Policy, earnings will continue to be protected until the end of the existing period of protection but will be on a pro-rata basis.

Pay protection will end automatically if the individual voluntarily moves into another role or leaves the Trust.