

WORKFORCE CHANGE POLICY AND PROCEDURE

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| Responsible Director | Director of Human Resources |
| Approved By | Area Partnership Forum |
| Equality Assessed:  | May 2010 We are working to ensure that no-one is treated in an unlawful and discriminatory manner in the workplace because of their age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity status, race, religion or belief, sex, sexual orientation and/or socio-economic status. |
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| Replaces | Former NHS Greater Glasgow Policy on Managing Workforce Change and NHS Argyll & Clyde Organisational Change Policy & Procedure |
| Other Relevant Policies | Board Equality Scheme |

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1. INTRODUCTION

1.1 NHS Greater Glasgow and Clyde¹ (the Board) is committed to supporting staff affected by organisational change by having a consistent process to support staff through the change programme. This policy outlines support related to redeployment, retraining and voluntary severance, ensuring we retain their skills and experience for the benefit of the organisation. Every effort will be made to ensure the continued employment of staff.

1.2 Purpose

The Board's Workforce Change Policy and Procedure is designed to enable change and maximise security of employment.

2. SCOPE

2.1 This policy and procedure applies to all employees of the Board subject to organisational/service change.

2.2 Throughout all stages of this policy and procedure staff have the right to be represented by a Trade Union/Professional Organisation Representative, or accompanied by a fellow member of staff or a friend/relative not acting in a legal capacity.

3. PRINCIPLES AND VALUES

3.1 NHS Greater Glasgow and Clyde is committed to placing employees subject to redeployment into substantive posts.

3.2 It is the responsibility of the local service to manage an individual's redeployment with appropriate central support.

3.3 In considering redeployment options for employees linked services and geographically close services will be required to support the redeployment of individuals.

¹ NHS Greater Glasgow and Clyde is the common name of Greater Glasgow Health Board

- 3.4 When applicable, employees subject to redeployment are expected to move with their service and this will be the first option in all instances. Thereafter redeployment options will be explored in close or neighbouring services before moving out to the wider service (concentric circles).
- 3.5 NHS Greater Glasgow and Clyde recognises that there will be exceptions to the above position and that the processes need to have flexibility to deal with this.
- 3.6 Strategic management of workforce planning and vacancies will underpin all redeployment and severance processes.
- 3.7 NHS Greater Glasgow and Clyde is committed to providing support to employees to help them secure alternative internal employment.
- 3.8 All change / redesign programmes which have workforce redeployment implications will be supported by a partnership group. The proposed change / redesign will on a group specific basis be subject to full engagement with the appropriate recognised Trade Union(s) / Professional Organisation(s) with a view to seeking agreement.
- 3.9 All options for redeployment will be thoroughly explored and evidenced before voluntary severance is considered.
- 3.10 No manager can unreasonably refuse to accept an employee subject to redeployment for a post, if the individual is a match. The manager's rationale may be analysed to test for reasonableness.
- 3.11 No employee can unreasonably refuse an offer of redeployment which is deemed to be a match. The employee's rationale may be analysed to test for reasonableness.
- 3.12 A reasonable time-frame will be agreed with the appropriate recognised Trade Union(s) / Professional Organisation(s) for the management of the redeployment processes. Deviation from this agreed timescale will require approval from the appropriate Trade Union(s) / Professional Organisation(s).

3.13 NHS Greater Glasgow and Clyde is working to ensure that no-one is treated in an unlawful and discriminatory manner in the workplace because of their age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity status, race, religion or belief, sex, sexual orientation and/or socio-economic status. This applies to all employment practices including the management of change.

4. APPLICATION

4.1 There are several national arrangements which directly apply to the application and implementation of this Policy. The key principle underpinning workforce change policies is that employees will suffer no detriment as a result of organisational change. The following circulars explain this element in more detail; NHS MEL (1999)7, NHS MEL (2000)22; and NHS HDL (2001)38.

4.2 In recognition that redeployment may not be the only outcome in a change programme the following NHS circulars apply to employees as appropriate to the particular staff group as detailed in NHS Circulars: PCS(RED)2006/1; PCS(DD)2007/1; PCS(RED)2006/1 Addendum; and PCS(RED)2006/1 Addendum : PCS(DD)2007/1 Addendum.

4.3 In making offers of suitable alternative employment, excess daily travelling expenses will be paid in accordance with the terms and conditions of the appropriate staff group, as set out in the relevant NHS Circulars and NHS Terms and Conditions of Service Handbooks.

5. PROTECTION

5.1 Staff will suffer no detriment as a result of organisational change/service changes to current terms and conditions of service, including income and earnings levels, which will be fully protected should staff be compelled to change job, responsibilities, location or hours of working. Contractual obligations will be met. (A note on the method of calculating protection and worked examples are given at Appendix 2.)

5.2 In the interests of the individual and all staff, the Board will, as a matter of policy, offer/bring to the attention of staff on

protected earnings, suitable posts on the appropriate grade/terms and conditions of service. A procedure for matching people to posts will be agreed with Trade Unions and Professional Organisations.

5.3 Protection will not be continued if such an offer is unreasonably refused.

6. DEFINITIONS

a) “Organisational Change”

Organisational change is a structural or managerial change in the way services within the Board are organised or provided which affects the employment, pay and conditions of service, or roles and responsibilities of staff.

b) “Redeployment”

Redeployment for the purpose of this policy and procedure is the process of securing alternative employment for employees displaced as a result of organisational/service change.

c) “Displaced”

A member of staff who holds a substantive permanent post (or holds one of several broadly similar posts) which is substantially altered or likely to disappear (or be reduced in numbers) as a result of the organisational change.

d) “At Risk”

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

e) “Equivalent posts”

Posts of the same grade or fulfilling similar functions or posts with similar job or role descriptions to the existing post held by staff at risk.

f) “Eligible staff”

Those affected by the organisational change.

g) “Vacant Post”

A post newly created, recently vacated or emerging from the organisational change.

7. PARTNERSHIP WORKING AND TRADE UNION ENGAGEMENT

7.1 Partnership principles will apply to the management of workforce change. It is expected that all planned major change initiatives will be discussed fully at either local or Area Partnership Forum level. The proposed change on a group specific basis will be subject to full Trade Union engagement with a view to seeking agreement. This will ensure that employee input and concerns are identified and considered at an early stage. Trade Union/Professional Organisation Representatives will be provided with all information for involvement.

7.2 The Board recognises it has a statutory obligation to consult with Trade Unions/Professional Organisations.

8. SECURITY OF EMPLOYMENT

8.1 An important principle of managing change will be the aim to secure employment for existing staff. The workforce in the Board is of sufficient size to provide opportunities for a wide range of skills to be deployed in a great number of locations within a reasonable travelling distance to support this principle.

9. MANAGING ORGANISATIONAL CHANGE

9.1 Organisational Change will be managed as follows:

9.2 Selection and Appointment

9.2.1 To ensure that the right people are appointed to the right job, an agreed systematic approach will be taken in the process of appointing people to posts within the new structure as a consequence of organisational change. Equally, in appointing people to these new posts, the process adopted will be fair, just, open to scrutiny and be in compliance with

employment law and the requirements of the Staff Governance Standard, particularly with regard to ensuring staff are treated fairly and consistently.

9.2.2 The Workforce Challenges Sub Group of the Area Partnership Forum, or any such other group approved by the Forum in the future, shall provide guidelines on selection and appointment due to organisational change consistent with this Policy and the principles as follows:

- All staff are to be considered to meet the performance standards of their current post as organisational change is not an opportunity to deal with performance issues.
- Migration to the new structure should be by a process of matching by means of both “slotting in” or closed competition as appropriate on a function/grade (band) by function/grade (band) basis. Posts cannot be filled in such a way that would cause an employee to be displaced whose post was not part of an original grouping.
- Selection criteria should take account of the needs of the service, skills sets required and length of service.

9.2.3 The partnership group supporting the organisational change (as in paragraph 3.8 above) will agree selection criteria and an appointment process, including the compositions of matching panels, in keeping with this Policy and the above selection and appointment guidelines.

9.2.4 If there should be a failure to agree within the partnership group as to selection criteria or an appointments process this should be escalated to the appropriate Director to resolve with the Trade Union(s) and/or Professional Organisation(s) concerned. Any failure to resolve the matter at the level of Director should be referred to the Workforce Challenges Sub Group (or any such other group approved by the Area Partnership Forum in the future).

9.3 Communication

9.3.1 Following on from the partnership meeting (referred to in paragraph 7.1 above) the next step will be to notify the

recognised Trade Union(s)/Professional Organisation(s) of the proposed changes and consult with a view to seeking agreement prior to any major decision being finalised.

9.3.2 During the planning and implementation of any organisational change, a meeting or series of meetings will be held with the employees affected. The meeting will be addressed by an appropriate level of management, HR and Trade Union/Professional Organisation Representative(s). The meeting will outline what is happening, why it is happening and the way in which the change may be implemented.

9.3.3 Open and frequent communication will be encouraged. The following is a list of types of information/communication tools:

- a) Sharing of the planned workforce profile and timescales,
- b) Briefings via local team meetings,
- c) Key message bulletins within question and answer sheets, and
- d) Individual letters to staff, at least one intimating the employee is at risk, the opportunity for one to one discussions and a final letter confirming the new/changed post and conditions including protection, if relevant.

9.3.4 Individual meetings will be held with employees to ensure understanding of the organisational change process and to complete the Personal Questionnaire set out in Appendix 3.

9.3.5 Even if there has been no progress management should inform staff so that uncertainty, rumour and speculation is minimised.

9.3.6 Employees who are absent from the workplace during a period of organisational change (e.g. absence, maternity leave) require adequate levels of communication, comparable with that received by employees who are at work. In conjunction with HR, local line managers need to remember to supply such staff with ongoing written communication about any planned change. There may be a requirement to meet the employee to discuss matters.

10. REDEPLOYMENT

10.1 If a need for redeployment arises then NHS Greater Glasgow and Clyde has a legal duty to ensure that any offer of redeployment is reasonable.

10.2 The test of whether an offer or offers are reasonable is usually judged in Employment Tribunals on three main criteria, which are:

- (a) **Location(s)** of the post – this must be within reasonable travelling distance from the employee's home and take account of general circumstances.
- (b) **Capability** – the duties of the post must be within the capability of the employee, or could be after some appropriate retraining.
- (c) **Terms and Conditions** – these should be broadly similar to the employee's current terms and conditions.

10.3 In line with the Partnership approach adopted to date, a number of other factors will also be taken into account in considering reasonable redeployment options for an employee such as:

- (a) **Travel Arrangements** in line with excess travel arrangements which could include bus passes, rail cards etc.
- (b) **Current work patterns** (where possible these should be maintained).
- (c) **Appropriate Training Provision** - reference should be made to an employee's current PDP and/or KSF outline and the KSF outline for any potential post in considering whether retraining is a viable option (such an option may include SVQs or access to appropriate further education).

- (d) **Personal circumstances** including honouring any existing policy framework which applies to the employee concerned.
- (e) **Compliance with Working Time Regulations.**
- (f) **Potential for Redeployment to Neighbouring Employers and Agencies** – e.g. Golden Jubilee, NHS Lanarkshire, adjacent local authorities.

10.4 Both managers and employees are expected to maintain a flexible, co-operative outlook when considering redeployment options. In exploring redeployment as an option, NHS Greater Glasgow & Clyde and individual managers must be able to evidence that all the listed criteria have been considered before a post is offered as suitable alternative employment.

10.5 Alternatively, should an employee unreasonably refuse to take on what Management consider to be a realistic and reasonable work role, then Management reserve the right to terminate the contract of employment with notice. If dismissed an employee has the right to pursue a claim of unfair dismissal through an employment tribunal application if they consider this appropriate.

10.6 It is recognised that these courses of action would be positions of last resort.

10.7 The wider NHS Greater Glasgow and Clyde Workforce Plan should also be taken into account when reviewing redeployment options. There may be posts available in other parts of the organisation or posts that will become available in a short to medium timescale. In cases such as these, transitional arrangements may need to be agreed.

10.8 Overall it is recognised that there has to be a strategic management of vacancies to ensure that no suitable vacancies are filled which could be available for employees who are subject to redeployment.

11. ALTERNATIVES TO REDEPLOYMENT

11.1 Training

11.1.1 The Board recognises that when many posts are at risk, this can leave postholders with little opportunity to find suitable alternative employment if a need for particular skills is essential. We also recognise that organisational change can provide employees with an opportunity to explore a different career path.

11.1.2 Where organisational change impacts on an employee, opportunities to retrain or gain additional skills will be discussed at the onset.

11.2 Reduced Hours

11.2.1 In addition to seeking volunteers for severance we should also ask staff in non-frontline posts if they wish to volunteer to reduce their working hours and, if so, they can apply to do so. Such applications would be judged on the basis of whether the reduced hours would require any cover or not and whether a reduced resource could be accommodated in that service area without being detrimental to the organisation and service users.

11.3 Voluntary Severance

11.3.1 The option of voluntary redundancy or early retirement will principally be available to those services undergoing significant redesign and these will be formally identified by the NHS Greater Glasgow and Clyde Corporate Management Team.

11.3.2 Whilst NHS Greater Glasgow and Clyde is committed to the principle of retaining employees in substantive posts it is recognised that there may be occasions when it is in the interests of both the organisation and the employee to consider an exit on the basis of voluntary redundancy or early retirement from the employment of the Board.

11.3.3 All such exits will comply with the terms and conditions of the appropriate staff group as set out in the relevant NHS

Circulars and NHS Terms and Conditions of Service Handbooks.

- 11.3.4 In the event of an employee not wishing to apply for voluntary redundancy or early retirement then the organisation may seek volunteers for voluntary redundancy or early retirement from those staff who work in different locations and do similar work. This may allow staff who wish to exit to be considered for voluntary redundancy / early retirement and if they then leave this would free up a post for someone who is at risk. This process should begin as close to the area where the 'at risk' staff are located and broaden out from there.
- 11.3.5 Overall it is recognised that there has to be a strategic management of vacancies to ensure that no suitable vacancies are filled which could be available for employees subject to redeployment.
- 11.3.6 A manager must be able to evidence that they have taken every step to avoid voluntary redundancy / early retirement.
- 11.3.7 All other alternatives must be explored before voluntary redundancy / early retirement is considered and there must be a formal agreement with the appropriate trade union that this stage has been reached.
- 11.3.8 All voluntary redundancy / early retirement options will be costed using an agreed process and formula which complies with the relevant NHS Circulars and NHS Terms and Conditions of Service Handbooks for the appropriate staff group.
- 11.3.9 There will be discussion and agreement on the distribution of work before any voluntary redundancy or early retirement is agreed.
- 11.3.10 Proposals for staff reductions must be clearly articulated within workforce plans and managed by means of this Policy.

12. EMPLOYEES ON FIXED-TERM CONTRACTS

12.1 Employees on fixed-term contracts will be covered by the Workforce Change Policy and Procedure for the duration of their contract. They will not be placed on the Redeployment Register just because their contract is coming to its termination date. Those on fixed-term contracts should view the Vacancy Bulletins and NHS Greater Glasgow and Clyde recruitment website prior to the end of their contract and apply for posts. Local management and HR will give assistance if necessary.

13. SUPERANNUATION: PRESERVATION OF BENEFITS WHERE THERE IS A REDUCTION IN EARNINGS

13.1 In a situation where protection is not continued and the individual suffers a reduction in earnings, they may opt to take a preserved pension in respect of their pensionable service before the reduction took place if:

- They have at least 2 years qualifying service and are transferred to other employment with an employing authority.
- They choose to transfer to other employment with an employing authority in circumstances that the Secretary of State has approved.
- There is a change in the nature of the duties of employment and the change is not at the individual's request.

13.2 To take this option the individual must give notice in writing to SPPA within 3 months of the reduction taking place. Staff wishing advice on this issue should contact their SPPA Pensions Officer or HR. Contact details for the SPPA Pensions Officer can be obtained via the website <http://www.sppa.gov.uk/nhs/home.htm> or via HR.

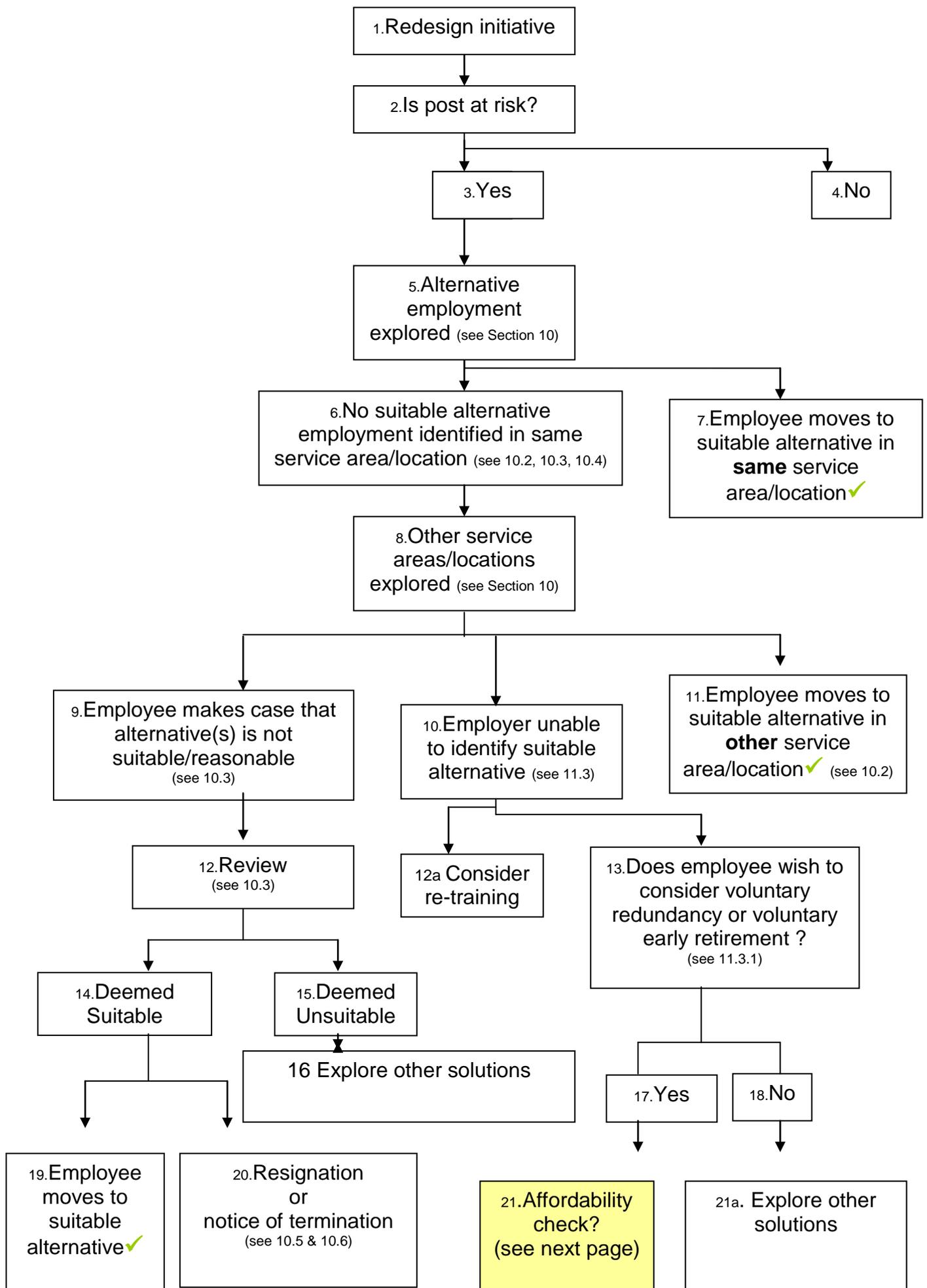
14. GRIEVANCE POLICY AND PROCEDURE

14.1 Any employee aggrieved by the operation of this policy may pursue a formal grievance in accordance with the Grievance Procedure.

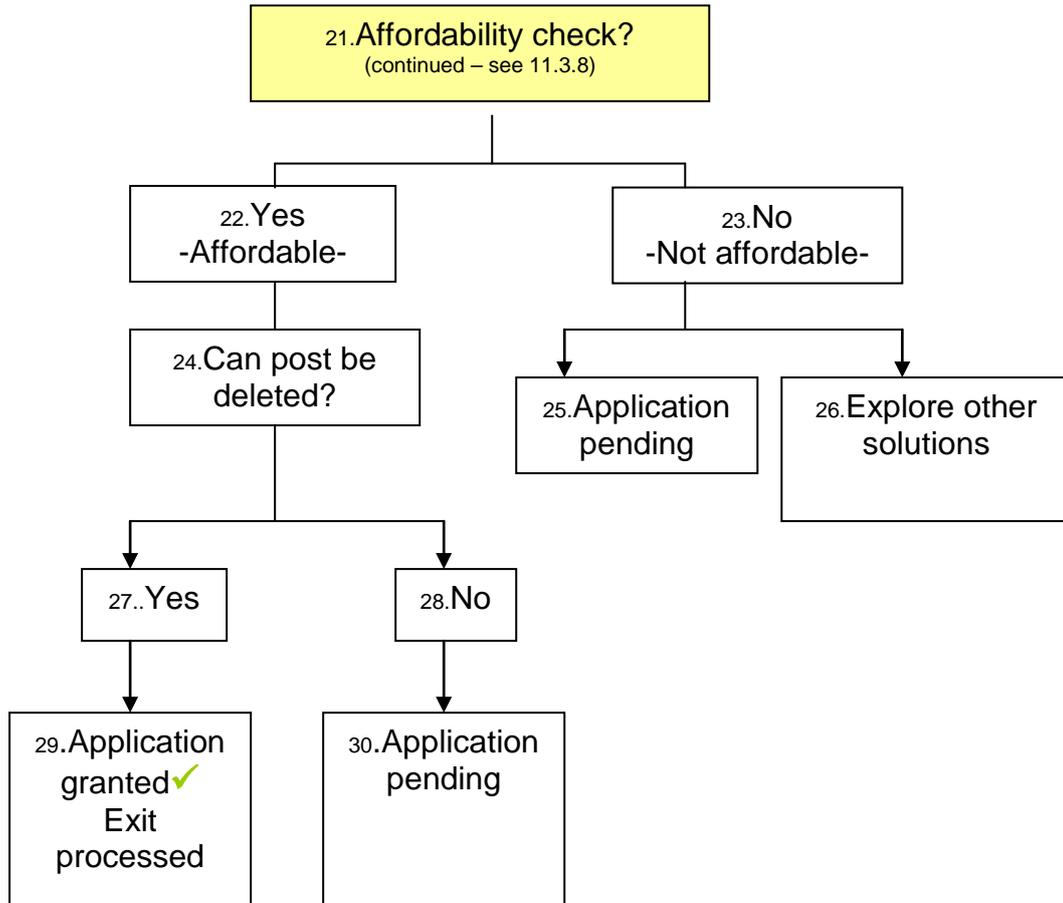
15. MONITORING AND REVIEW

- 15.1 The application of this Policy will be monitored jointly by the Director of Human Resources and the Area Partnership Forum to ensure equitable treatment of all employees.
- 15.2 The Board is required by law to gather monitoring information relating to a broad range of characteristics with regard to equality and diversity (e.g. race/ethnicity, age) for many aspects of employee relations. Employees may be asked for information relating to the above in connection with the policy. Employees do not have to give the monitoring information if they do not wish to. Any equalities monitoring information will be held separately and not used to inform any proceedings that occur in relation to this policy.
- 15.3 The operation of this Policy will be regularly reviewed by the Area Partnership Forum to ensure its continued effective operation and formally reviewed no later than June 2016.

APPENDIX 1: Workforce Change Flowchart



APPENDIX 1: Workforce Change Flowchart



WORKFORCE CHANGE POLICY

PROTECTION OF PAY - WORKED EXAMPLES

1. This Appendix seeks to explain the application of protection as detailed in Section 5 of the Policy.
2. When calculating protection, account will be taken of the individual's basic pay and any allowances e.g. on-call, standby, regular overtime and unsocial hours.
3. When calculating the amount to be included for allowances/overtime, the average payment over the four month period immediately preceding the change date will be taken, unless this is not representative of the normal working pattern. In such circumstances the previous four months will be used.
4. Total earnings in the new post will be calculated on the basis of the arrangements appropriate to the new post for individual pay periods (weekly/monthly). Where total earnings in the new post are less than the level of earnings in the old post, the employee will receive payment of the shortfall as protected earnings. Should earnings in the new post be greater than those in the old post, earnings in the new post will be paid. Protection will be suspended for any such pay periods. Employees can be expected, within reason, to work up to their protected earnings limit. It is not the intention that employees in receipt of protected earnings will be expected to undertake a proportionately greater level of duties which attract additional payments than their colleagues. However the extent to which staff may be asked to undertake additional duties should not exceed that of the individual's working pattern prior to the change. Where staff unreasonably refuse to undertake such duties protection will be suspended.
5. The attached paper gives three worked examples of how protection will apply in practice.

APPENDIX 2: Protection Of Pay - Worked Examples

6. Once initial protection has been calculated, the Pay Department will make any necessary adjustments in an on-going way to take account of pay awards affecting the protected grade/allowances. It is recognised that employees are entitled to any uprating of leads/allowances where these are agreed for the former post.
7. Where any element of protected earnings would not have been paid in the old post during periods of annual leave or sick leave, they will not be paid during any such leave/periods in the new post. The Board will meet its statutory obligations, including the Working Time Directive of the European Union.

APPENDIX 2: Protection Of Pay - Worked Examples

PROTECTION OF PAY

EXAMPLE 1

| <u>DETAIL</u> | <u>CURRENT POST</u> | <u>NEW POST</u> | <u>Superannuated/ Non. Superannuated</u> | <u>PROTECTION</u> |
|--------------------------|---------------------|-----------------|--|-------------------|
| Basic Pay | £15,500 pa | £11,600pa | S | £3,900 pa |
| <u>On Call</u> | | | | |
| Month 2 £600 | | | | |
| Month 1 £500 average | | | | |
| Month 12 £450 £516.66 pm | £6,199.99 pa | - | N/S | £6,199.99 pa |
| <u>TOTAL</u> | £21,699.99 | £11,600 | - | £10,099.99 |

EXAMPLE 2

| <u>DETAIL</u> | <u>CURRENT POST</u> | <u>NEW POST</u> | <u>Superannuated/ Non. Superannuated</u> | <u>PROTECTION</u> |
|-----------------------|---------------------|-----------------|--|-------------------|
| Basic Pay | £24,200 pa | £20,500 pa | S | £3,700 pa |
| <u>On Call</u> | | | | |
| Month 11 £510 | | | | |
| Month 12 £480 average | | | | |
| Month 1 £450 £480 pm | £5,760 | - | N/S | £5,760 pa |
| <u>Standby</u> | | | | |
| Month 11 £90 | | | | |
| Month 12 £95 average | | | | |
| Month 1 £65 £83.33pm | £999.99 pa | - | S | £999.99 |
| <u>TOTAL</u> | £30,959.99 | £20,500 | - | £10,459.99 |

EXAMPLE 3

| <u>DETAIL</u> | <u>CURRENT POST</u> | <u>NEW POST</u> | <u>Superannuated/ Non. Superannuated</u> | <u>PROTECTION</u> |
|-------------------------|---------------------|-----------------|--|-------------------|
| Basic Pay | £10,500 pa | £8,200 pa | S | £2,300 pa |
| <u>Overtime</u> | | | | |
| Month 1 £300 | | | | |
| Month 2 £ - average | | | | |
| Month 3 £290 £196.66 pm | £2,359.99 pa | - | N/S | £2,359.99 pa |
| <u>TOTAL</u> | £12,859.99 | £8,200 | - | £4,659.99 |

APPENDIX 3: Personal Questionnaire

PERSONAL QUESTIONNAIRE FOR (INSERT NAME OF SERVICE REDESIGN)

SECTION 1: PERSONAL INFORMATION

Forename:.....Surname:.....
Pay Number :

Title:.....

Home Address:.....
Postcode

Home Tel No:
Work Tel No:
Mobile :

SECTION 2: CURRENT POST

PostTitle:.....

Current Substantive Band/Grade:.....

Current Base:

SECTION 3: CURRENT WORK PATTERN

Shifts: YES/NO
Details.....
.....

Contracted Hours of Work

Part time Workers (Please indicate if you wish to discuss a change to your contracted hours)

YES/NO*

How many hours a week do you wish to work.....

(Please note that any requests for a change of contracted hours will be discussed on an individual basis)

APPENDIX 3: Personal Questionnaire

SECTION 4: PREFERRED OPTIONS

(Please tick your preferred location option.)

- Location**
- 1. Insert Location
 - 2. Insert Location

Function

(Please rank top 3 choices 1-3 with 1 being the first choice)

- Insert detail

SECTION 5: CURRENT TRAVEL ARRANGEMENTS

How do you currently travel to and from work?.....
.....

Distance from your home to your work:.....
.....

Current Travelling Time
.....

Travelling Costs:.....

Do you have a current full driving licence? YES/NO

Do you have access to a vehicle? YES/NO

Do you have a lease or crown car? YES/NO

SECTION 6: DOMESTIC CIRCUMSTANCES

Please detail any domestic/personal circumstances which you wish to be considered.

.....
.....
.....
.....

SECTION 7: ONE TO ONE INTERVIEW

Please note it is not compulsory to request a one to one interview in advance of completing this questionnaire.

Interviews will be offered to all staff whose preferred options cannot be met at the first round of matching.

Yes

No

Employee Statement

I confirm that I have provided the foregoing information. I am aware that the details will be held on computer for the purposes of assisting my future employment options and manpower planning in relation to service developments in the insert directorate/CHCP. I understand that I have the right of access to my own personal data held on computer

Signature:.....

Date:.....