

ORGANISATIONAL CHANGE POLICY



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ORGANISATIONAL CHANGE POLICY

1. INTRODUCTION

The Council is a modern and progressive organisation, one which continuously improves the services it provides to the local community. This combined with changes to customer needs, the environment in which the Council operates, advances in technology and financial constraints can all lead to changes in how work is organised and undertaken. Sometimes this also leads to changes in job design or a reduction in the volume of work and the number of people needed in certain areas. The Council is committed to following a fair process, actively supporting employees through any changes at work and managing the organisation in a manner which promotes secure employment for all employees.

This policy includes good practice in how to manage changes at work such as team restructures. It ensures changes are managed consistently and in line with relevant legislation. The Council aims to preserve employment and, where changes impact on the security of your role, consider options to avoid redundancy. This may include redeployment into a different role. Where this occurs, we encourage you to be as reasonable as possible with your flexibility in these circumstances.

2. WHO DOES THE POLICY APPLY TO?

The Organisational Change policy applies to all employees.

It does not apply to agency staff, contractors or those on casual contracts where there is no guarantee of work or the normal ending of temporary and fixed term contracts.

3. WHEN WILL THIS POLICY BE USED?

As the Council continues to change to meet external challenges the way work is organised and undertaken may change.

The Policy will be used in a range of situations, including:

- Substantial changes to the content of work or how work is organised within roles or across a group of roles;
- Team or service reorganisations;
- Any changes which may have an impact on the security of your employment.
- Where the Council is initiating changes to your terms and conditions of employment including but not limited to changes to your work location, working pattern or hours of work.

4. MINOR CHANGES

Your manager will discuss any proposed minor changes with you. This maybe where you have requested a change in working hours or work location or small changes to your job description and any consequential re-grading of your post. Your manager will also discuss with you minor changes such as changes to your job title, reporting line or other minor changes to your role. You will not normally be formally consulted on minor changes unless they are part of a wider team or service restructure.

Your manager will confirm any minor changes with you. The rest of this policy sets out how we deal with all but minor changes.

5. INVOLVING YOU AND LISTENING TO YOUR VIEWS

The Council is keen to hear your views with regards to any proposed organisational changes and will look to involve you at an early stage. For significant change, such as service re-organisation this may include being part of a workshop or other discussions to feed into and shape the design of the new service. With the exception of minor changes, you will be formally consulted on proposed changes to your role, team structure and terms and conditions of employment. We will endeavour to provide all information in an accessible format, please speak to your manager or HR if you need the information in a different format.

5.1 FORMAL CONSULTATION

You will be formally consulted on all significant changes. The purpose of consultation is to provide an opportunity for a meaningful exchange of views and information to take place between you, recognised trade union representatives and the Council. This will take place at the earliest opportunity so your views are heard and any alternative proposals put forward can be considered. You will be consulted about the reasons for the proposal and the proposal itself before a final decision is made.

We will listen to and consider all feedback given during a consultation process. Once this has been fully considered, the outcome of the consultation will be communicated to you and the proposal will be confirmed, revised or withdrawn.

There are two types of consultation:

- Individual Consultation – where we engage with you directly, this will take place alongside collective consultation where this applies.
- Collective Consultation – where the Council consults with the recognised Trade Unions, UNISON, Unite and GMB, and

The minimum consultation period will normally be 3 weeks where the change involves no or a very low risk of redundancy and 4 weeks or in line with statutory consultation periods, set out in section 5.3, for more significant changes. In certain situations, where all parties are in agreement, the consultation period may be reduced.

5.2 INDIVIDUAL CONSULTATION

Individual consultation is where we engage with you directly and this will take place in a timely way. To support you with the consultation process:

- there will be a general communication to you and all other employees affected, informing you of the proposed changes.
- you will be provided with a consultation letter or document which will clearly set out the proposals being consulted on, who to contact for support and what will happen when,
- If directly affected, you will normally be invited to an individual consultation meeting, at which you may be accompanied by a trade union representative or a work colleague
- where appropriate, the consultation will include actions being taken to safeguard your employment,
- you will have the opportunity to seek further information about the proposals, make alternative proposals and where appropriate express preferences

We will endeavour to keep you well informed throughout the consultation period.

5.3 COLLECTIVE CONSULTATION

Collective consultation is where the Council consults with the recognised Trade Unions, UNISON, GMB and Unite. This is required in certain circumstances such as where the proposed changes have the potential to lead to 20 or more employees being made redundant. There is a statutory duty to consult for a minimum of 30 days if the number of proposed dismissals, as a result of redundancy, is between 20-99 and 45 days if the number of dismissals is more than 100.

5.4 CONSULTATION WITH EMPLOYEES OUTSIDE OF THE WORKPLACE

We will do our best to fully consult with you (except where we have medical guidance or arrangements in place not to do so) including where you are absent from work: on long term sickness absence, secondment, career break, or family related leave. See special circumstances.

6. SUPPORTING EMPLOYEES THROUGH CHANGE

Every proposed change is different and we will look for the best way to support you. This will include clear, regular communications from the manager, comprehensive consultation information and other support such as frequently asked questions and supportive workshops where appropriate.

Where you have identified to us you have special requirements around how we communicate with you or we are aware you may benefit from reasonable adjustments to support you with the change process and/or settling into a new role/structure, these will be discussed with you.

Where the proposed change results in a reduction in the number of roles we will implement vacancy controls and consider early redeployment opportunities to minimise any redundancies.

6.1 SLOTTING INTO POSTS

If as part of the proposed changes there are minor or no changes to your post, you will remain in your post, providing there are no other employees who could be considered for the role. This will occur where the majority (e.g. 75%) of the duties, functions and responsibilities are similar or closely match your current role.

6.2 RING FENCING POSTS

Ring fencing may be put in place so only those people affected by the change can be considered for the new posts. This may happen where the posts in the new structure are different or where there are more people affected by the change than there are new posts available. The ring fence may be in relation to individual posts, or incorporate a number of different posts or the whole team.

Where appropriate you may be asked to express an interest in roles in a new structure and you will be required to take part in a selection process.

Any selection process and criteria will be tailored to the specific situation. Information about the selection process will be included in the consultation information. We will tell you what selection criteria will apply and you will be assessed fairly against it. The assessment process may include a competency interview and other assessment tests. The outcome will be shared with you and you can ask for feedback on the assessment. You may speak to us at any time about any reasonable adjustments in relation to a disability or which you consider would support you to do your very best in the selection process.

6.3 SUITABLE ALTERNATIVE EMPLOYMENT

As part of the change you may be considered for a suitable alternative role. A role is considered to be suitable alternative employment where it is:

- No more than one grade higher or lower than your current post.
- It is similar to your current post in terms of job content or you have, or could obtain, the relevant skills/experience for the role with minimal training.

You will be offered an alternative post if you meet the essential criteria and there are no other employees at risk who have also applied for the post. If you accept the post, you will normally be expected not to apply for other posts in the new structure, including other ring-fenced opportunities.

If you have been unsuccessful in obtaining a role within a new structure we will look for suitable alternative roles for you across the whole Council. You may be ring-fenced for these roles where there are other employees who are also “at risk” of redundancy.

6.4 ADDITIONAL STEPS TO SAFEGUARD EMPLOYMENT

Where there are people in the Council who are at risk of redundancy or where we are aware that potential changes may give rise to redundancies we will take reasonable steps to safeguard employment. This may include:

- Early access to internal and external vacancies prior to them being made available more widely;
- Review of overtime working;
- Review of secondments and work with external agencies
- Consideration for voluntary redundancy, see section 9.2.

7. HOW DOES REDEPLOYMENT WORK?

7.1 WHEN WILL REDEPLOYMENT APPLY

If following consultation or a selection process your role will no longer exist, we will redeploy you to a suitable alternative role wherever possible in order to secure employment for you and retain your skills and experience within the Council.

We encourage you to work with us to identify how your skills and experience can transfer to other roles and actively seek redeployment opportunities across the Council.

You will be given priority for suitable alternative vacancies – which will be at either your substantive grade or those one grade either side of your current role. You are asked to consider roles in a timely way so as not to delay the recruitment process. Where you meet the minimum criteria for a role you will automatically be considered for the role. If, following assessment, you meet the requirements for the role you will normally be appointed ahead of other employees not at risk of redundancy.

If it is necessary to issue you with a notice of redundancy we will continue to work with you to try to find a suitable alternative role up until the last day of your notice period.

If you are offered suitable alternative employment, initially you will have a trial period and your new manager will work with you to help you to successfully redeploy into the new role. This includes

putting in place any reasonable adjustments to help you succeed in the role. If you choose not to accept a suitable alternative role, this could affect any redundancy pay you may be entitled to.

Where you wish to apply for a role two or more grades either side of your role, you may apply in the usual way, but you will not normally be given priority over other applicants as the role would not normally be considered suitable alternative employment.

7.2 TRIAL PERIODS AND RETRAINING

With all redeployment opportunities you will be offered a trial period of a minimum of 4 weeks in the new role. This may be increased by up to another 4 weeks depending on the complexity of the role and the level of re-training and development you need to successfully transfer into the new role.. The length of the trial period will be determined by the manager of the role you are moving into, in discussion with you and HR. Every effort will be made to support you to be successful in the new role, this includes working with you to identify any training and other support needs.

The length of the trial period will be agreed with you in advance. We may agree with your new manager to extend your trial period, up to a maximum of 12 weeks, where it is mutually agreed this will support you to successfully move into the new role.

During your trial period you will be paid the higher of either the rate for the role, or at your protected pay rate.

7.3 WHAT HAPPENS IF WE CANNOT REDEPLOY YOU?

If we cannot redeploy you, we will formally notify you that you will be given notice of redundancy , However, we will continue to look for redeployment opportunities during your notice period.

8. PAY PROTECTION

Where you accept a suitable alternative role as part of a formal change process your contractual pay (this is your basic pay, plus any contractual entitlements) will be protected where:

- You accept a suitable alternative role which is up to one grade lower than your current role:
- Your role is re-graded and the grade is evaluated one grade lower

Your contractual pay and any contractual entitlements will be protected for 36 months. During this time your salary will be frozen on your current spinal point and you will not receive any further increment or cost of living increase.

At the end of the pay protection period you will move onto point 3 of the grade of the new post, and any protected payments will cease. All terms and conditions will revert to those for the new post. If during the pay protection period the pay for the new role overtakes your protected pay, you will move onto the pay for your new role at that point. If you increase your working hours during the pay protection period, these additional hours will be paid at the rate for the new role (not your protected pay rate.)

Any reduction in pay, additional hours worked and changes to terms and conditions may affect your LGPS pension and you are advised to contact HCC Pension services and/or a financial adviser for further advice. Further guidance is available in the LGPS employee guidance.

9. REDUNDANCY

The Council will endeavour to safeguard your employment by considering all options including redeployment. Where a redundancy cannot be avoided, support will be given to you. This could include support with job search, CV writing and interview skills, and adapting to change. We will continue throughout your redundancy notice period to look for suitable alternative employment in the Council.

Decisions on redundancy require Cabinet approval. The Council will act fairly and consistently in going through a change process where there is a reduction in roles.

9.1 DEFINITION OF REDUNDANCY

The legal definition of redundancy is set out in the Employment Rights Act 1996.

A redundancy situation may occur where:

- the work you are employed to do ceases or
- the specific type of work you do diminishes or ceases in the location where you are employed (and it is not moved to another reasonably commutable location)

9.2 VOLUNTARY REDUNDANCY

In certain circumstances the Council may ask you if you wish to volunteer for redundancy. The decision to ask for volunteers is for a member of Management Team to make and will be strictly decided on business grounds.

9.3 NOTICE OF REDUNDANCY

If we cannot redeploy you, we will formally notify you that you will be made redundant. The length of notice you receive is set out in your contract of employment. You will be expected to work during your notice period. Occasionally you may be asked to report to a different manager and work in a different part of the Council during this time.

It is not normal practice for the Council to offer you pay in lieu of notice. You may request to move forward your last day of employment, if this is agreed any financial compensation you are entitled to will normally be adjusted to take account of your new final day of employment.

During your redundancy notice period we will continue to look for suitable alternative employment and you will be able to apply for other advertised roles in competition with other candidates in the normal way.

Dismissals, including redundancy dismissals of Chief Officers also need to comply with the additional procedures relating to Chief Officers including those set out in the Council's constitution.

9.4 SUPPORT FOR JOB SEARCH

While you are working your redundancy notice you will be able to take reasonable paid time off for the purpose of finding alternative employment, attending interviews or making arrangements for training for future employment. We ask you agree this time in advance with your line manager. The Council may also offer you career counselling and support with CV writing and interview skills.

9.5 REDUNDANCY PAY

If you have more than 2 years' continuous local government service you will qualify for a redundancy payment. Service with bodies in The Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999, will count in calculating continuous service for the purpose of redundancy payments.

The number of weeks of redundancy pay you are entitled to is based on a mix of complete years of continuous service and your age, as per the table in Appendix A. The length of service is capped at 20 years and the maximum number of weeks is 30. The Council provides an enhanced redundancy compensation payment which is based on the number of weeks, multiplied by your contractual weekly pay, this is then multiplied by 2.7. HR are able to provide redundancy estimates on request where you are at risk of redundancy.

Redundancy payments will be paid on the next available payroll run following your last day of employment. At the time of writing this policy, redundancy compensation payments are not liable for National Insurance contributions and you only pay tax on redundancy payments above a certain limit set by HMRC guidelines, currently £30K. This does not apply to other termination payments such as payment for untaken holiday. Any redundancy pay will be subject to any legislative caps in place at the time.

We reserve the right to ask you to enter into a settlement agreement under which you waive any employment claims that you might have before any enhanced redundancy payment becomes payable.

9.6 REDUNDANCY AND EARLY RETIREMENT

If you are made redundant and you are over the age of 55, in addition to any redundancy payment you are entitled to, you will also be entitled to access your LGPS pension, where you have more than 2 years' membership in the scheme at the point of leaving.

The Council does not enhance or grant extra pension as part of any redundancy compensation. You may be able to use some of your termination payment, less your statutory redundancy pay, to purchase additional pension, subject to LGPS guidance and legislation. If you choose to do this it must be done prior to your last day of service.

9.7 RIGHT OF APPEAL

You can appeal a decision to make you redundant where you believe the outcome of any decision is unfair, such as: the reason you were selected for redundancy or you were not offered an available suitable alternative role.

You will need to put any appeal in writing to the HR Manager, giving reasons for the appeal. Normally this needs to be within ten working days of your written notice of redundancy.

The appeal will be heard by a sub-committee of the General Purposes Committee. Their decision is final and there is no further right of appeal. The redundancy process will continue until the outcome of the appeal is known.

9.8 REPAYMENT OF LOANS, TRAINING AND RELOCATION EXPENSES

Where your employment is terminated on the grounds of redundancy repayment of any training expenses, course fees or relocation expenses will not be required. Any outstanding car, bike or

other loan, will need to be fully paid or an arrangement put in place for their payment in timely way prior to your final day.

9.9 OFFER OF A NEW JOB WITH A MODIFICATION ORDER BODY

If you wish to accept an offer of employment with another local authority or an organisation listed in Schedule 2 of The Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999 and you also wish to retain your redundancy payment you are required to have a break in service of at least 4 weeks. On agreement to pay you a redundancy payment you will be asked to confirm that you will not be taking up any other employment covered by the Modification Order, within 4 weeks of the date of your redundancy dismissal. If the contract ends on a Friday, Saturday or Sunday, the 4 weeks is counted from the Monday of the next week.

If you wish to retain your continuous employment with local government or another organisation covered under the modification order you need to start your employment within 1 week of leaving TVBC. Continuity of service is broken where there is one week (Sunday to Sunday) break between the two contracts of employment. Where you choose to retain your continuity of employment no redundancy payment will be made.

9.10 CAN I BE RE-EMPLOYED BY THE COUNCIL FOLLOWING REDUNDANCY?

If you have left TVBC by reason of redundancy you may apply for roles advertised externally alongside other external candidates in the normal way. If you wish to retain any redundancy payment you will need to have the required break in service of at least 4 weeks before returning in a different role.

It is not normal for the Council to re-employ members of Management Team where they have left the Council for reasons of redundancy.

10. TUPE

There may be circumstances where, as part of a change process, a decision may be made to insource or outsource a service or function to/from another organisation and this may involve employees transferring in or out of the Council. TUPE (transfer of undertakings (protection of employment) regulations may then apply.

TUPE is employee supportive legislation and protects your existing terms and conditions of employment, so when you transfer and become an employee of the new organisation you retain your existing terms and conditions including continuity of service. Any new employer will need to provide you with an equivalent pension.

Where there is a potential for a TUPE transfer we will provide you with additional information about TUPE and formally consult with all affected employees, including you, and recognised trade unions at the earliest opportunity. This includes providing information on any measures (changes) which the new employer intends to make.

11. SPECIAL CIRCUMSTANCES

11.1 FAMILY RELATED LEAVE

If you are on family related leave, including maternity, paternity, adoption and shared parental leave you will be formally consulted and kept informed of significant changes at the same time as other employees, unless you agree other arrangements with your manager.

In certain circumstances, such as when you are on maternity leave, you may have enhanced rights in a change situation, so that you are not disadvantaged by your absence. You have the right to return to work and be offered a suitable alternative vacancy if you meet the essential requirements.

Statutory Maternity payments remain unaffected by any organisational change and continue until the end of the maternity pay period.

Advice about organisational change while you are on family related leave is available from HR.

11.2 SECONDMENT AND OTHER ABSENCES

If you are absent or away from your substantive role for any reason such as secondment, reservist leave, sickness absence or unpaid leave you will be formally consulted and kept informed of significant changes at the same time as other employees. The only exception to this is where we have medical guidance not to do so or we have agreed alternative arrangements with you.

11.3 FIXED TERM CONTRACTS

The end of a fixed term contract is a dismissal. Depending on the reason for the fixed term contract coming to an end, this may be defined as redundancy. In this situation:

- we will consult with you on the expiry of the fixed term contract and look for suitable alternative employment for you,
- you will be entitled to a redundancy payment if you have 2 or more years' continuous employment in local government or with a body covered under the modification order

12. SUPPORT

We understand that people can find going through a change process difficult. A number of support mechanisms are available to you to support you during this time:

- Support from your manager and colleagues
- Support from your union representative
- Support from your HR representative and the wider HR Team
- Confidential support available from a choice of Counsellors or the employee assistance programme.

We will look to put in place clear communications at all stages of the change process and provide additional support mechanisms where appropriate and it is felt would be helpful.

Guidance for managers in all areas of this policy is available in the Organisational Change Toolkit.

Agreed PPRG 29 June 2023

Last updated 7 July 2023

Appendix A – Redundancy pay calculator

Employees must have at least two years continuous service to qualify for redundancy pay. This table enables you to calculate the number of statutory weeks pay you are entitled to. To work out the total number of weeks of redundancy pay, you need to multiply the number in the table by 2.7.

	YEARS OF CONTINUOUS SERVICE																			
AGE	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
17	1																			
18	1	1.5																		
19	1	1.5	2																	
20	1	1.5	2	2.5																
21	1	1.5	2	2.5	3															
22	1	1.5	2	2.5	3	3.5														
23	1.5	2	2.5	3	3.5	4	4.5													
24	2	2.5	3	3.5	4	4.5	5	5.5												
25	2	3	3.5	4	4.5	5	5.5	6	6.5											
26	2	3	4	4.5	5	5.5	6	6.5	7	7.5										
27	2	3	4	5	5.5	6	6.5	7	7.5	8	8.5									
28	2	3	4	5	6	6.5	7	7.5	8	8.5	9	9.5								
29	2	3	4	5	6	7	7.5	8	8.5	9	9.5	10	10.5							
30	2	3	4	5	6	7	8	8.5	9	9.5	10	10.5	11	11.5						
31	2	3	4	5	6	7	8	9	9.5	10	10.5	11	11.5	12	12.5					
32	2	3	4	5	6	7	8	9	10	10.5	11	11.5	12	12.5	13	13.5				
33	2	3	4	5	6	7	8	9	10	11	11.5	12	12.5	13	13.5	14	14.5			
34	2	3	4	5	6	7	8	9	10	11	12	12.5	13	13.5	14	14.5	15	15.5		
35	2	3	4	5	6	7	8	9	10	11	12	13	13.5	14	14.5	15	15.5	16	16.5	
36	2	3	4	5	6	7	8	9	10	11	12	13	14	14.5	15	15.5	16	16.5	17	
37	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15.5	16	16.5	17	17.5	
38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16.5	17	17.5	18	
39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17.5	18	18.5	
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18.5	19	
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19.5	
42	2.5	3.5	4.5	5.5	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	
43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
44	3	4.5	5.5	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5	
45	3	4.5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
46	3	4.5	6	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5	22.5	
47	3	4.5	6	7.5	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
48	3	4.5	6	7.5	9	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5	
49	3	4.5	6	7.5	9	10.5	12	13	14	15	16	17	18	19	20	21	22	23	24	
50	3	4.5	6	7.5	9	10.5	12	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5	24.5	
51	3	4.5	6	7.5	9	10.5	12	13.5	15	16	17	18	19	20	21	22	23	24	25	
52	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5	24.5	25.5	
53	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19	20	21	22	23	24	25	26	
54	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	20.5	21.5	22.5	23.5	24.5	25.5	26.5	
55	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22	23	24	25	26	27	
56	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	23.5	24.5	25.5	26.5	27.5	
57	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25	26	27	28	
58	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	26.5	27.5	28.5	
59	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	27	28	29	
60	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	27	28.5	29.5	
61+	3	4.5	6	7.5	9	10.5	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	27	28.5	30	