

# Change Management and Pay Protection Policy

August 2025 – March 2027

## Policy purpose and key messages

This policy outlines the principles that NHS Derby and Derbyshire Integrated Care Board, NHS Lincolnshire Integrated Care Board and NHS Nottingham and Nottinghamshire Integrated Care Board, hereafter referred to as 'the ICBs'. will adopt when managing situations of change within the workplace.

The overriding aim of the policy is to ensure that valuable skills, knowledge and experience are retained within the ICBs.

Any changes will be conducted in accordance with this document which incorporates best practice and legal requirements and aims to provide a framework of common understanding for managers, employees and Trade Unions.

<b>CONTROL RECORD</b>	
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<b>Consulted with</b>	Members of the DLN Management of Change Transition Group
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**CONTROL RECORD**

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## 1. Introduction

- 1.1 This policy applies to the NHS Derby and Derbyshire Integrated Care Board, NHS Lincolnshire Integrated Care Board and NHS Nottingham and Nottinghamshire Integrated Care Board, hereafter referred to as 'the ICBs'.
- 1.2 This policy outlines the principles that the ICBs will adopt when managing situations of change within the workplace. The ICBs wish to maintain job security and continuity of employment for all employees. However, there may be occasions when, for a variety of reasons, some jobs are affected by change and in some cases, this may result in redundancy.
- 1.3 The overriding aim of the policy is to ensure that valuable skills, knowledge and experience are retained within the ICBs. The ICBs recognise and accept a responsibility to provide job security for employees as far as possible. The ICBs are committed to the principle of minimising the necessity for redundancy and by consultation and negotiation to ensure the highest level of job security for employees.
- 1.4 The ICBs are committed to promoting equality of opportunity in employment and undertake to treat all employees fairly at each stage of the process.
- 1.5 All changes will be conducted in accordance with this document which incorporates best practice and legal requirements and aims to provide a framework of common understanding for managers, employees and Trade Unions.

## 2. Purpose

- 2.1 This policy is designed to support and advise all managers and employees through the inevitable process of change and service improvement, to make any transition as seamless as possible. It should also enable managers to consider a range of alternatives where posts may be affected which may include different ways of working, redeployment and, as a last resort, redundancy. This will enable the ICBs to meet legal, contractual, and moral obligations, ensuring that employees are able to respond positively to the continuous demands placed upon them as they face health care provision changes. The ICBs will check the impact of change by appropriate monitoring including equality and diversity.
- 2.2 The process outlined in this policy does not apply to individuals working on bank contracts or working through agencies or other contractors. The policy is not contractual.
- 2.3 The ICBs will provide reasonable information about the proposed organisational change in accordance with best practice.

- 2.4 Employees will receive notice of any organisational change which may affect their futures at the earliest opportunity.
- 2.5 The ICBs are committed to minimising the impact of change on employees and reducing the necessity for redundancy, redeployment and pay protection.
- 2.6 The ICBs will consider all reasonably practicable steps to avoid compulsory redundancies.
- 2.7 Employees will be treated as individuals with due regard to their personal and employment circumstances at all stages of the change management procedure.
- 2.8 Requests by the employee for additional support at any individual meetings should be considered e.g., where disability is involved and familiarity with the impairment or the individual or specialist input would be beneficial.
- 2.9 Employees will receive training and development, as appropriate to meet new skill requirements and where appropriate to identify new career opportunities, with time to attend training and development activities given.
- 2.10 Employees will have access to the ICBs counselling, wellbeing and Occupational Health services and career support.
- 2.11 Data that is held in relation to any change management process will be retained and destroyed in accordance with the provisions of the General Data Protection Regulations 2018.

### 3. Scope

- 3.1 This policy is applicable to employees impacted by organisational change or designated as 'at risk' of redundancy, including individuals approaching the conclusion of a fixed-term contract. Redeployment resulting from disciplinary actions is not covered by this policy.
- 3.2 This policy also applies to employees who are being redeployed because they are 'at risk' for reasons of ill health or performance. For such employees this policy should be used in conjunction with the 'Managing Attendance' and 'Managing Work Performance Policies' as appropriate.
- 3.3 Very Senior Managers and Directors have different contractual terms that express different arrangements from those described within this policy.
- 3.4 For Medical and Dental Employees, this policy must be read in conjunction with their own terms and conditions, should this be applicable to the ICBs.

## 4. Definitions and Glossary of Terms

4.1 Definitions and a glossary of terms referenced in this policy are described in Appendix A.

## 5. Roles and Responsibilities

5.1 Key responsibilities for specific roles and staff groups are described in the table below:

<b>Role</b>	<b>Responsibilities</b>
<b>Managers</b>	<p>It is the responsibility of managers to:</p> <ul style="list-style-type: none"><li>• Engage with their team regarding proposed change(s).</li><li>• Ensure employees are made aware of the procedure for organisational change.</li><li>• Ensure the consultation document is completed and provided to all affected staff.</li><li>• Ensure any employees on long term sick or maternity leave are kept informed of the potential change(s).</li><li>• Work in accordance with this policy treating all employees fairly and equitably seeking support from Human Resources as appropriate.</li><li>• Comply with the Equality act 2010 and other related statutory instruments</li></ul>
<b>Employees</b>	<p>It is the responsibility of the employee to:</p> <ul style="list-style-type: none"><li>• Be aware of the change management policy and its ramifications.</li><li>• Participate and attend all relevant consultation meetings.</li><li>• Participate actively in the process specifically around redeployment.</li></ul>
<b>Human Resources</b>	<p>It is the responsibility of Human Resources to:</p> <ul style="list-style-type: none"><li>• Maintain and update the Change Management Policy in line with any organisational or legislative change.</li><li>• Provide training and ongoing support for all managers in dealing with the change management process.</li></ul>

Role	Responsibilities
	<ul style="list-style-type: none"> <li>• Provide advice and support to ensure that the policy is applied fairly and equitably to all employees.</li> <li>• Provide advice and support in the preparation of consultation documents and the consultation period.</li> <li>• Inform the Trade Unions of the proposal to make employees redundant.</li> <li>• Inform the relevant department (currently NHS England) in writing of the proposal to make staff redundant.</li> <li>• Comply with the Equality Act 2010 and other related statutory instruments</li> <li>• To facilitate and manage the 'at risk' process.</li> </ul>
<p><b>Staff Partnership / Trade Union / Professional Organisation Representatives Role</b></p>	<ul style="list-style-type: none"> <li>• Maintain knowledge of the procedures set out in the policy to provide informed advice to members involved in organisational change.</li> <li>• Represent, advise and support employees throughout the process.</li> <li>• Liaise with management at all stages of the process to ensure compliance with statutory requirements and local frameworks.</li> <li>• Participate in case reviews at the end of the process to identify learning in respect of the individual case and highlight any beneficial policy improvements.</li> <li>• Comply with the Equality Act 2010 and other related statutory instruments.</li> <li>• Be engaged and represent employee's during collective consultations and negotiations relating to this policy.</li> </ul>

## 6. Informal Consultation

- 6.1 There is not always a need for a formal approach including consultation documents, but there is a need to work in partnership with Staff Partnership / Trade Union / Professional Organisation Representatives to ensure that all employees fully appreciate the need for change and the scope of that change. It is essential for managers to consult with Staff Partnership / Trade Union / Professional Organisation Representatives early in the process. This should

enable discussion to focus on which process should be applied. Discussions may include, but are not exhaustive:

- Changes to staffing requirements.
- Arrangements for redeployment/transfer of displaced employees.
- Recruitment of additional employees.
- Required change to shift patterns, location, hours, ways of working.
- Grade/band implications.
- Application of relevant protection/redundancy arrangements.
- Training and re-training needs.
- Health and Safety implications.
- Risks to service.

- 6.2 Once the scope of change has been discussed, management and Staff Partnership / Trade Union / Professional Organisation representatives will organise informal meeting(s) with the employees affected to ensure that there is a clear understanding of the case for change.
- 6.3 The meeting(s) will seek views and alternative suggestions and identify potential issues. This meeting does not need a formal paper but will require the facts and proposals to be clearly communicated to all the employees identified and affected.
- 6.4 Where there is a general acceptance by those employees affected by the change, it may be possible to agree the change at the meeting(s), in which case clear implementation plans should be agreed.
- 6.5 Where the informal approach does not achieve agreement either through the partnership discussions or the employee meeting(s) the process will move to formal consultation.

## 7. Consultation

- 7.1 When as part of the consultation on organisational change, the organisation identifies the possibility that employees may be made redundant, management will consult at the earliest opportunity with Trade Union / Staff Organisations representing the employees concerned, and the employees themselves.
- 7.2 The Trade Union / Staff Organisations concerned will be told the reasons for the redundancy proposals, the numbers and categories of employees being considered for redundancy and the period of time over which it is proposed that the redundancies should take place.
- 7.3 The methods of avoiding redundancies will be considered as part of the proposals and consultation process including but not limited to the following:

- Not filling vacancies that have arisen through turnover.
- Elimination of overtime working.
- Management of secondments and acting up arrangements.
- Opportunities for retraining.
- Review of current and future functions to establish skill mix and staff level requirements.
- Cessation of external and internal recruitment.
- Redeployment of staff within the ICBs (and within the Integrated Care System where appropriate).
- Review of temporary and fixed term contracts.
- Considering a voluntary redundancy scheme.

- 7.4 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.
- 7.5 The legal minimum requirements for consultation on redundancy, as advised in the Employment Rights Act 1996 - Collective Redundancies and Transfer of Undertakings (Protection of Employment) Regulations 2014 will be adhered to. Longer periods of consultation will be given when practicable.
- 7.6 In addition to consultation with recognised Trade Union / Staff Organisations, affected employees will be seen on a one-to one basis, at the appropriate stage, to ensure that proper consideration can be given to their needs and to enable the most satisfactory course of action under the circumstances to be taken.
- 7.7 Advice and support will be provided by a representative from Human Resources and employees should be advised of their right to be accompanied by a Trade Union / staff representative or work colleague.
- 7.8 Additional support arrangements will be provided at varying intervals to assist those employees most affected by the changes. These may include:
- Staff Counselling
  - Coaching
  - Stress Management and Resilience training
  - Career support (CV writing and interview skills training)
  - Increased communication from Senior Managers

### **Consultation Document**

- 7.9 The manager leading the change process shall prepare a consultation document on the proposed organisational change having gathered information to support the need for change and consulted with HR as appropriate.
- 7.10 The consultation document may include details of the following, as appropriate:

- Current situation analysis including staffing structure.
- The need for change and the rationale behind the change.
- Impact on service/business.
- Impact on other areas / services.
- Consideration of any relevant health and safety assessment.
- The options that have been considered.
- The proposals for change including the proposed staffing structure(s) and any location change.
- The financial, staffing and workload implications of the proposals.
- The number and grades/bands of staff that may be at risk of redundancy because of the proposal.
- The way in which staff will be selected for posts within the new structure or transferred.
- If necessary, the selection criteria for redundancy.
- The measures taken to avoid compulsory redundancies which may include natural wastage, redeployment with retraining or voluntary early retirement or voluntary redundancy.
- Proposed timescale for consultation and implementation of the proposed change.
- Description of the consultation process, including planned meetings, timetable, how staff and representatives can respond and the deadline.
- Details of how and when this information will be disseminated to staff.

7.11 The consultation document will include an equality impact assessment.

7.12 The consultation document will be provided in accessible formats upon request.

### **Consultation with the Trade Unions**

7.13 Early informal consultation with the Trade Unions is encouraged and should occur first where possible. This is also known as pre-consultation. Meaningful pre-consultation may lead to greater staff satisfaction with the process and builds trust with Trade Union colleagues.

7.14 Formal consultation with the Trade Unions will commence within the minimum timescales once any informal comments have been considered and the consultation document has been finalised. This will take the form of:

- Ongoing 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.

7.15 In a redundancy scenario, the information provided in writing to the Trade Unions shall include the following:

- The numbers and descriptions of employees whom it is proposed to dismiss as a reason of redundancy.
- The total number of employees of any such description employed by the ICBs at the establishment in question.
- 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 with reference to section 16 of the NHS Terms and Conditions Handbook.
- The proposed method of calculating the amount of any redundancy payments to be made (over and above the statutory redundancy payment) to employees who may be dismissed in line with Agenda for Change Terms and Conditions.

7.16 During a period of change, management will ensure that Trade Unions are kept informed of developments and will meet with them as appropriate to share information including but not limited to the following where appropriate:

- relevant data, including workforce profiles.
- equality impact assessments.
- financial modelling.

7.17 The purpose of the consultation meetings with Trade Unions will be:

- To receive and where possible address any questions on the consultation document.
- To consider any comments or views on the consultation document including any alternative proposals and costings (which the ICBs shall as far as practicable make available) before determining any final decision to proceed.
- To clarify any change processes and timeframes specific to the proposed organisational change exercise under discussion.

### **Consultation with Staff**

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

7.19 Each member of staff affected by the organisational change will be provided with a copy of the consultation document. Staff who are absent from work for any reason including maternity leave, sickness absence, secondment to another organisation, career breaks etc., will be sent a copy of the consultation document so that they can participate in the consultation process.

7.20 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 accompanied by

a Trade Union representative or work colleague. HR advisory support will also be offered to support the process.

- 7.21 At the meeting, each member of staff will be invited to comment and respond to the proposals, including how they may impact on their personal circumstances.
- 7.22 Regular updates and frequently asked questions and key themes will be circulated to staff throughout the formal consultation period. Throughout this period, employees will be encouraged to discuss their concerns and queries with their Line Manager and Trade Union (if a member).
- 7.23 In all cases the ICBs will allow sufficient time for meaningful consultation with staff and their representatives.
- 7.24 In a collective redundancy scenario, consultation will commence for a period of no less than the statutory timescales:
  - Where 20-99 redundancies are proposed then consultation should commence at least 30 days before the first redundancy takes place.
  - Where 100 or more redundancies are proposed then consultation should commence at least 45 days before the first redundancy takes place.
- 7.25 In exceptional circumstances where changes need to be made very quickly, the Trade Unions and employees will be briefed immediately verbally, and this will be followed by a written brief.
- 7.26 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 unreasonably be refused, and where they cannot be accommodated a reason will be given.
- 7.27 The employer and the Trade Union / staff representatives can decide that they have informed and consulted on the issues and do not need 45 days. If that is the case, then dismissal notices can be sent out earlier. Note that this can only happen if the staff representatives agree that they have been fully informed and consulted within the 45-day period and do not need the full 45 days.
- 7.28 At the end of the consultation period the manager will give full consideration to all comments received from staff and the Trade Unions and will make a decision on the way forward.
- 7.29 Following a decision on the final structure Trade Unions and staff will be notified.
- 7.30 A consultation response document will be issued to Trade Unions and staff, providing a summary of the feedback received and how this has influenced the outcome of the consultation.

- 7.31 Staff will be offered individual meetings, where appropriate, to discuss the outcome and next steps.
- 7.32 Staff will be selected based on their relevant skills, experience, and qualifications to undertake the remaining jobs, as assessed through formal interviews held in accordance with the recruitment and selection procedures of the ICBs and considering the commitment of the ICBs to equality, diversity, and inclusion.
- 7.33 In considering any measures to avoid compulsory redundancies, including requests for voluntary redundancy or early retirement, operational efficiency and service needs must be taken into consideration.
- 7.34 In the event the ICBs consider voluntary redundancy applicable, the ICBs will set out the terms of this arrangement in full alongside any application process.

## 8. Filling Posts

- 8.1 Employees who are absent from work, such as those on maternity leave and long-term sick leave will be included in the process, with reasonable adjustments made to ensure the individuals participation in the process. Employees currently on a secondment or in an 'acting up' role will be considered for posts relevant to their substantive role for the purposes of filling posts.
- 8.2 There will be three stages in the process for filling posts in a new structure:
- Stage One: takes place amongst the staff that are affected by the change. Posts in the new structure are filled either by 'slotting-in' or by 'ring-fencing' (refer to Appendix A for definitions for details of those processes).
  - Stage Two: is where any posts that remain vacant in the new structure following Stage One will be opened to access by any staff on the ICBs 'at risk' register. This may include posts of a lower pay band, in which case pay protection may apply. Priority will be given to employees who are in a redundancy notice period over employees who are on the register for other reasons.
  - Stage Three: is where vacancies are advertised internally and / or externally, in line with the normal recruitment process.
- 8.3 Job descriptions and person specifications will be produced for new posts. Jobs will be matched or evaluated in partnership in accordance with the national NHS job evaluation scheme. Managers should consider using generic terms such as 'clinical qualification' to avoid indirectly excluding staff groups from being eligible to be considered for roles.
- 8.4 Staff who are offered posts during Stage One will be deemed to have been offered Suitable Alternative Employment by the ICBs. This will be confirmed in

writing by the manager. The consequences of refusing to accept these posts will be as per refusing Suitable Alternative Employment (see Section 10).

- 8.5 Employees shall have the right to appeal - see Section 18).
- 8.6 Employees should only be turned down for posts where they fail to meet the essential criteria or where others in the 'at risk' pool are considered to meet the requirements to a greater level. Any member of staff who is not appointed to a post in the new structure will be offered post-interview feedback, coaching or training where appropriate and have the right to appeal in line with the ICBs Grievance Policy.

## 9. Staff at risk

- 9.1 The identification of being 'at risk' of redundancy is not a notice of redundancy.
- 9.2 Employees 'at risk' 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 and other options i.e., retirement
  - 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.
- 9.3 A written record of the individual meetings will be kept and provided to the employee and their Trade Union representative where applicable. The record will be a note of the main points discussed at the meeting; they will not be verbatim. If a meeting is taking place on MS Teams, the employee, the manager and representative may agree to record the meeting.
- 9.4 Staff 'at risk' will be required to make every effort to apply for suitable posts as they are advertised. Staff 'at risk' should consider all appropriate opportunities to seek alternative employment as failure to do so may challenge their right to redundancy. The HR Team will use the full functionality of TRAC e.g., the talent pool where it notifies applicants of roles similar that have been published.
- 9.5 Staff 'at risk' will be given prior consideration for other posts that are or become vacant in the ICBs and through relevant organisations participating a

redeployment Memorandum of Understanding during a specific organisational change and, subject to any agreed arrangements regarding suitable alternative employment and trial periods, will remain on the register until their last day of service.

- 9.6 Special provision is made in law where an employee's job becomes redundant whilst he or she is absent on maternity or adoption leave. The employee is entitled to be offered any suitable alternative employment before the existing contract ends, in preference to employees who are not absent on such leave
- 9.7 The process for managing 'at risk' staff will be monitored by HR and reviewed regularly ensure compliance with policy and fairness in outcomes

## 10. Suitable Alternative Employment

- 10.1 Suitable alternative employment must be suitable to the individual's personal circumstances, skills, qualifications, experience and professional registration where appropriate. It may be on any site operated by the ICBs subject to individual travel considerations as per the paragraph 17.17 and 17.25 of the Agenda for Change Terms and Conditions.
- 10.2 Where there are insufficient numbers of vacant posts within the ICBs, the HR Team will endeavour to identify suitable redeployment opportunities and draw these to the attention of the staff. These may be within the wider NHS or other partner organisations.
- 10.3 Under Agenda for Change Terms and Conditions an unreasonable refusal to accept suitable alternative employment offered by the ICB's, or another NHS employer, will mean that they are not entitled to a redundancy payment (see Agenda for Change, Section 16).
- 10.4 Following identification of potentially suitable posts at either Stage One or Stage Two, individual staff 'at risk' will be offered to apply for the position in writing, be given a copy of the job description / person specification and a deadline of at least five working days within which to apply. In some circumstances e.g., annual leave and other types of leave, this period may be appropriately extended. During this period the individual may meet with the appropriate manager informally to discuss their interest.
- 10.5 Where individuals are selected for a new post, they will normally be given the offer in writing within five 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 of 4 weeks.

### **Trial periods and Training**

- 10.6 A trial period will only apply to staff 'at risk' where a formal offer of suitable alternative employment has been made.

- 10.7 The purpose of a trial period is for both the manager and the individual to assess the suitability of the post as alternative employment.
- 10.8 Where staff have the potential ability but not the immediate experience to undertake the full duties of the role, they will be provided with appropriate skills development / training. This will be provided when it is reasonable, practical and cost effective and where the member of staff demonstrates a willingness to learn and can apply the new skills within an agreed timeframe.
- 10.9 The trial period will normally last for four weeks but may be extended by mutual agreement where a member of staff requires additional training and development.
- 10.10 If the trial period is unsuccessful, as determined by the individual and / or the manager concerned, redundancy arrangements will apply as from the date when the original contract of employment will terminate. Until the end of their notice period staff will remain 'at risk' and will be considered for other suitable alternative employment if available. Any opportunity identified will be subject to the same arrangements including a trial period as before.

#### **Change of location**

- 10.11 If, because of organisational change, there is a requirement to move staff from their normal place of work to another location within the ICBs on a temporary or permanent basis and this results in increased travel costs to and from work, staff may be reimbursed their extra daily travelling expenses for a period of four years from the date of transfer in accordance with paragraph 17.17 and 17.25 of the Agenda for Change Terms and Conditions.

## **11. Redundancy Arrangements**

- 11.1 A member of staff will have their contract of employment terminated on the grounds of redundancy if no suitable alternative employment can be found and / or if a trial period is unsuccessful.
- 11.2 To qualify for a redundancy payment, the individual must have:
- A contract of employment with the ICB; and
  - At least two years' (104 weeks) continuous service within the NHS.
- 11.3 A redundancy payment takes the form of a lump sum, dependent on the employee's Reckonable Service (see definition in Appendix A) at the date of termination of employment.
- 11.4 The lump sum is calculated based on one month's pay for each complete year of Reckonable Service, subject to a minimum of two years' continuous service and a maximum of 24 years reckonable service (i.e., the maximum payable is 24 months).

11.5 There are exclusions when reckonable service is not counted, this is when:

- service is counted previously in respect of a redundancy by an NHS employer.
- any previous employment for which an employee has received NHS pension benefits.
- loss of office payment.
- MARS severance payment (which is offset against any subsequent redundancy payment).

11.6 Early retirement on the grounds of redundancy is available, subject to the employee:

- Being a member of the NHS Pension Scheme (1995, 2008, 2015 schemes).
- Having at least two years' continuous service and two years' pensionable membership; and
- Having reached the minimum pension age in accordance with the relevant NHS Pension Scheme arrangements.

Members have three options when considering early retirement on the grounds of redundancy:

- Defer your pension.
- Retire on the grounds of redundancy.
- Retire with a reduced pension.

More information is available [here](#)

11.7 Some staff may be subject to locally agreed contractual arrangements in respect of redundancy which will need to be honoured.

11.8 In some circumstances tax benefit may be applied to the payments. Individuals should source independent financial advice.

11.9 Employees 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 four weeks, suitable alternative employment with the ICBs or another NHS employer.
- Unreasonably refuse to accept suitable alternative employment with the ICB or another NHS employer.
- Leave their employment before expiry of notice, except if they are being released early.
- Are offered a renewal of contract with the substitution of a new employer for the ICB.

- 11.10 Staff whose employment is subject to TUPE transfer will not be redundant and therefore will not be entitled to redundancy payments / early retirement on the grounds of redundancy.
- 11.11 For further information please refer to: Part 3, Section 16 of the Agenda for Change NHS Terms and Conditions of Service Handbook and the NHS Pension Scheme Early Retirement Booklet or seek further advice from the ICBs HR team or your Trade Union.
- 11.12 The Line Manager will liaise with HR to obtain details of redundancy entitlements and other aspects of the redundancy process. The HR Team and manager will work together to provide, in writing, to the individual and their Trade Union representative the following details:
- The number of weeks' notice, as stipulated in the contract of employment or statutory notice whichever is the greater.
  - The effective date of the redundancy, which will also be the last day of service.
  - 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 work the individual will be expected to undertake during their notice period.
  - That reasonable time off with pay will be given to seek and prepare for alternative work.
  - That early release will 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 of early release will then become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment.
  - Agreement of outstanding annual leave and when this can be taken
  - The right of appeal against selection for redundancy or the terms of the redundancy – see Section 18.

## 12. Fixed Term Contracts

- 12.1 Fixed term contracts of employment by their nature should be for a specific period and are normally used to cover a specific, time limited remit/project work or to provide cover arrangements during periods of absence.
- 12.2 If an employee has previous continuous NHS service prior to starting a fixed term contract, that service will count if the fixed term contract is for more than two years as reckonable service for redundancy purposes.

- 12.3 The exception to the excerpt above is for employees employed on a fixed term basis to cover a permanent member of staff, for example, to cover maternity leave. In these circumstances dismissal would be on the grounds of some other substantial reason and not redundancy.
- 12.4 Further advice should be sought from the HR team prior to ending a fixed term contract, at least 3 months prior to the end date of the contract. Managers will need to review options including:
- Renewal
  - Conversation to permanent
  - Termination

### 13. Transfer of Undertaking (Protection of Employment) Regulations

- 13.1 Where there is a proposal to transfer services and staff to a different employer, there will be consultation with the Trade Unions at the earliest opportunity. This will usually be a minimum of 30 days (unless otherwise agreed) and where 100 or more staff are affected will be 45 days where reasonably practicable.
- 13.2 When services are transferred from one ICB to another in line with TUPE or by virtue of a Transfer Order under the National Health Service Act 1977, which mirrors TUPE, the employment of staff who are assigned to the services which are being transferred will transfer to the new organisation. TUPE applies in contracting out scenarios, re-tendering and where the services are brought back into the NHS.
- 13.3 All the Terms and Conditions within the transferring employee's contract of employment (including relevant policies and procedures) will transfer with them and should not be changed because of the transfer.
- 13.4 Where staff have responsibilities spanning more than one service, discussions will take place with the individual, their Trade Union representative and the organisations concerned to determine if their employment should transfer. The options in this situation might be that the individual will transfer to one organisation with an agreement to provide services to the other(s), or have more than one contract of employment, or, in exceptional circumstances, to be declared at risk.
- 13.5 In all of these circumstances, for the purposes of the consultation that will be carried out, the manager will identify the functions, posts and individual staff that will transfer or be affected in accordance with the obligations of TUPE and shall write to the staff affected and the Trade Unions informing them of the intention that staff will transfer, the implications of the transfer and any measures which will be taken in connection with the transfer.
- 13.6 The manager will then hold one-to-one meetings with individual staff and their Trade Union representative to discuss the implications of the transfer, the

measures to be taken in connection with the transfer, answer any concerns or queries, discuss possible options if appropriate and consider personal circumstances.

- 13.7 These discussions will be documented and confirmed in writing.
- 13.8 Every possible support will be given to staff to understand the reasons for and implications of the transfer and to ensure they have the necessary information with which to prepare themselves.
- 13.9 Formal notice of a transfer will be issued as long before the date of the transfer as possible to comply with the obligations of TUPE and this policy. The ICBS will make every effort to give up to three months' notice of a transfer, where possible. In some circumstances, for example, due to the timing of external announcements or decisions of approval, three months' notice may not be possible, a shorter notice period will be provided but will comply with the requirements as set out in TUPE regulations.

## 14. Change in Hours

- 14.1 In situations of organisational change where long-term protection applies to an individual the organisation will attempt to ensure that there is a match between posts in terms of hours and pattern of work, but this may not be possible. In such cases the following will apply.
- 14.2 Where the hours of work are greater in the new post, the protected employee will normally continue to work their former hours for the period of protection. If this is not possible any payment for additional hours will be paid at the protected hourly rate of pay for the period of protection.
- 14.3 Where the hours of work are less in the new post, the protected employee will have the option to continue to work their former hours for the period of protection. If they opt to reduce their hours the protected payment will be reduced proportionally, based on the protected hourly rate. Any payments for additional hours and overtime will be remunerated at the protected hourly rate of pay for the period of protection.
- 14.4 Where working patterns are different in the new post or where there was an arrangement to work flexibly in the former post, the organisation will make all reasonable efforts to support the protected employee to maintain their working pattern, provided this does not impact adversely on the delivery of the service. Where this is not possible the individual will be given reasonable notice (a minimum of 12 weeks, unless otherwise agreed) to make any changes necessary.

## 15. Lease Cars

- 15.1 If the employee has contracted for a lease car through the organisation's lease car scheme the employee will not suffer a financial detriment from organisational change.
- 15.2 If a lease car is not required for the new post the employee will not suffer any financial penalty from the early surrender of the car. However, if it is still possible for the employee to retain the car and they choose to do so, the employee will be responsible for all costs arising from the lease arrangement.
- 15.3 Where the new post still meets the lease car scheme criteria the employee will not be responsible for any additional costs arising from the existing lease arrangement until the expiry of the existing lease. Any subsequent lease will be calculated based on the requirements of the new post and will not be subject to any protection.
- 15.4 Any employee on a salary sacrifice lease car scheme would continue with these arrangements under the terms of the scheme. Should an employee be made redundant during the salary sacrifice lease car contract period any costs associated with early termination will be met by the organisation.

## 16. Pensions

- 16.1 Under the provisions of the NHS Pensions Scheme, staff may apply to preserve their pension benefits, based on the previous level of pay, where, through no fault of their own are downgraded (subject to the relevant qualifying membership of the NHS Pensions Scheme). Should any individual require further Pensions Advice, please contact the NHS Pension Scheme Advisors direct.
- 16.2 All such applications must be made within three months of the member going on to reduced pay i.e. the pensionable salary which is to be reduced. Please access the following link for additional information:
- 16.3 <https://www.nhsbsa.nhs.uk/member-hub/membership-nhs-pension-scheme>

## 17. Pay Protections

- 17.1 Protection of pay provisions will be put in place to support staff that, because of organisational change, are required to move to a new post which would entail a reduction of earnings and certain terms and conditions of employment. Further details of when pay protection applies is detailed in Appendix D.
- 17.2 Pay protection will apply for the agreed periods as set out below:

Length of NHS Service	Length of Long-Term Protection
Less than 1 year	8 weeks
More than 1 year but less than 2 years	1 year
2 or more years	2 years

- 17.3 When calculating earnings in the new post, the rates used for calculating payments in respect of overtime, work outside normal hours and other additional duties shall be aligned to that of the new post.
- 17.4 The affected member of staff is entitled to protection for a maximum period as outlined above, or until the first of one of the following occurs:
- The employee accepts a suitable post in which the normal basic wage or salary is equal to or exceeds the protected wage or salary; or
  - The employee moves of his/her own accord to a position with a basic wage or salary which is equal to or lower than that of the existing post; or
  - The employee retires or otherwise leaves the organisation; or
  - They unreasonably refuse the offer of a suitable alternative post; or
  - The basic salary for the job is above the protected pay.
- 17.5 Employees will move onto a new band on the nearest point to their current salary.
- 17.6 Employees required to move to a new post at a lower grade will acquire all the conditions (except those relating to notice of termination of employment) appropriate to the new post, with effect from the date of the change.
- 17.7 Employees returning from agreed employment breaks within the year applicable under the employment break policy, who cannot be slotted back into their own post or a post at the equivalent grade to that which they took the break from, will be eligible for long term protection from the date of their return.
- 17.8 Employees absent during a period of organisational change i.e., on sick leave, secondment or maternity have the same right to be consulted with as other staff. Any protection arrangement necessitated by organisational change will come into effect from the date of the change, not the date of their return to the organisation.
- 17.9 Changes to terms and conditions that are not substantive i.e., are agreed for a temporary/fixed-term period i.e., acting up, additional hours will not be subject to protection.
- 17.10 If a staff member reduces their hours of work or level of unsocial hours working, the protected level of pay will be recalculated.
- 17.11 At the end of the protection period the employee on protection will receive the pay band and conditions of service of the new substantive post. Staff will be

supported to understand the impact on their pay and conditions, and offered financial advice or career development support where appropriate

17.12 Terms and Conditions in respect of notice period will be protected until the end of the pay protection.

17.13 Protection of an employee's additional earnings (i.e., other than basic salary) where an employee's total income is reduced because of changes to their post, such as hours, contractual overtime, additional duties that attract a payment, unsocial hours, on call, high-cost area supplement etc.

17.14 Short term protection will apply for the agreed periods set out below:

<b>Length of NHS Service</b>	<b>Length of Short-Term Protection</b>
Less than 1 year	8 weeks
More than 1 year but less than 2 years	1 year
2 or more years	2 years

17.15 Short term pay protection does not include pay relating to additional hours, additional responsibilities, voluntary overtime.

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

17.17 Travel and subsistence expenses are not included in the calculation of earnings for this purpose.

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

17.19 An employee with a right to long-term protection as above may also initially have a concurrent right to short-term marked time pay protection. Until the short-term protection expires, the employee shall be paid on that basis.

17.20 Upon the expiry of the timescales outlined above, the salary/wage of the member of staff concerned will revert to that of the new post

## 18. Appeals

18.1 Employees shall have the right to appeal during Stage One against the decision to be chosen to slot/not to slot into a post or for selection or non-selection to a ring-fenced pool. Employees shall have ten working days from the date of the letter to submit an appeal in writing to the manager. The appeal shall be considered by an independent manager equal to or above the change manager and shall be acknowledged within five working days from the date of the letter.

- 18.2 Appeals against the selection criteria for redundancy or the decision to dismiss an employee by reason of redundancy or against the offer of a suitable alternative post will be heard in accordance with the substantive employees Grievance Policy (i.e. a substantive Lincolnshire ICB would need to submit a concern in accordance with Lincolnshire ICB's Grievance Policy). The decision of the Appeal Panel will be final and there will be no opportunity for further appeal.
- 18.3 Employees have the right to be accompanied to any appeal hearing by Trade Union representative or work colleague.
- 18.4 The individual and their representative will receive a written outcome following the decision of the appeal panel.
- 18.5 In the event of a complaint about misapplication of the Change Management Policy in the way that the consultation or redeployment processes have been handled, will be dealt with in accordance with the appropriate ICB's Grievance Policy – see example provided in 18.2).

## 19. Equality and Diversity Statement

- 19.1 The ICBs pay due regard to the requirements of the Public Sector Equality Duty (PSED) of the Equality Act 2010 in policy development and implementation, as commissioners and providers of services, as well as an employers.
- 19.2 The ICBs are committed to ensuring that the way services are provided to the public and the experiences of staff does not discriminate against any individuals or groups based on their age, disability, gender identity (trans, non-binary) marriage or civil partnership status, pregnancy or maternity, race, religion or belief, gender or sexual orientation.
- 19.3 The ICBs are committed to ensuring that activities also consider the disadvantages that some people in the diverse population experience when accessing health services. Such disadvantaged groups include people experiencing economic and social deprivation, carers, refugees and asylum seekers, people who are homeless, workers in stigmatised occupations, people who are geographically isolated, Gypsies, Roma and Travellers.
- 19.4 To help ensure that these commitments are embedded in day-to-day working practices, an Equality Impact Assessment has been completed, and is included within this policy.

## 20. Communication, Monitoring and Review

- 20.1 This policy is intended to be non-discriminatory, promote fairness and equity in the treatment of individuals and good employee relations. Use and

compliance of this policy will therefore be monitored by the HR Team and reported to the Executive Team. Quarterly workforce monitoring reports to the Executive Team will include reporting on all incidences of use of this policy and procedure, any redundancies and the selection criteria used. Reporting of redundancies and down-grading will be against all equality strands.

- 20.2 The Policy will be reviewed every three years (or earlier if changes in the law or any other circumstances require it) by the HR Team in conjunction with operational managers and Trade Union representative.
- 20.3 The Policy will be approved via the appropriate governance route in each ICB.
- 20.4 Any individual who has queries regarding the content of this policy or has difficulty understanding how this policy relates to their role, should contact the HR Lead in their ICB.

## 21. Confidentiality

- 21.1 Confidential information related to this policy will be handled in accordance with the organisation's Information Governance policies and relevant data protection legislation. Access to such information will be restricted to authorised individuals on a need-to-know basis and stored securely using approved systems.
- 21.2 All staff have a responsibility to maintain the confidentiality of sensitive information, including HR documentation. This responsibility is underpinned by the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and the organisation's Code of Conduct.
- 21.3 Where HR related information includes personal, clinical, or commercially sensitive data, additional safeguards, such as restricted access permissions, anonymisation, or redaction, will be applied. Any sharing of such information must be justified, proportionate, and documented in line with organisational procedures.

## 22. Staff training

- 22.1 All staff will be offered relevant training commensurate with their duties and responsibilities. Staff requiring support should speak to their line manager in the first instance. Support may also be obtained through their HR Department.
- 22.2 As an employer, we are committed to promoting equality of opportunity in recruitment, training, and career progression, and to valuing and increasing diversity within our workforce. Training provision must reflect this commitment and be accessible and inclusive.

- 22.3 Any individual who has queries regarding the content of this policy or has difficulty understanding how this policy relates to their role, should contact their appropriate HR Team.

## 23. Interaction with other Policies

- 23.1 This policy should be read in conjunction with the following ICB policies:
- NHS Derby and Derbyshire ICB Grievance Policy (Available on request from HR Team)
  - [NHS Lincolnshire ICB Grievance Policy](#)
  - [NHS Nottingham and Nottinghamshire ICB Grievance Policy](#)

## 24. References

- 24.1 The following legislation and guidance have been taken into consideration in the development of this procedural document:
- Agenda for Change Terms and Conditions.
  - Employment Rights Act 1996.
  - Collective Redundancies and Transfer of Undertakings (Protection of Employment) Regulations 1999.
  - NHS Pensions Website.

## 25. Equality Impact Assessment

Date of assessment:	August 2025			
For the policy, and its implementation, please answer the questions against each of the protected characteristic and inclusion health groups:	Has the risk of any potential adverse impact on people in this protected characteristic group been identified, such as barriers to access or inequality of opportunity?	If yes, are there any mechanisms already in place to mitigate the adverse impacts identified?	Are there any remaining adverse impacts that need to be addressed? If so, please state any mitigating actions planned.	Are there any positive impacts identified for people within this protected characteristic group? If yes, please briefly describe.
Age <sup>1</sup>	<ol style="list-style-type: none"> <li>1. Potential for younger employees to be impacted if pay protection needs to be applied due to likely shorter service periods.</li> <li>2. Older employees may be more likely to apply for voluntary redundancy.</li> <li>3. Older employees may find it more difficult to get a new job or access training.</li> <li>4. A focus on avoiding redundancies / retaining talent could reduce entry level access (e.g. apprentice and graduate schemes). This could affect younger people.</li> </ol>	<ol style="list-style-type: none"> <li>1. None available at this time as pay protection directly linked to service duration.</li> <li>2. Considerable scrutiny of all requests to approve voluntary redundancy.</li> <li>3. Support provided to impacted individuals in relation to training targeted at supporting employability.</li> </ol>	None	None

<sup>1</sup> A person belonging to a particular age (for example 32-year-olds) or range of ages (for example 18- to 30-year-olds).

<b>Date of assessment:</b>	<b>August 2025</b>			
<b>For the policy, and its implementation, please answer the questions against each of the protected characteristic and inclusion health groups:</b>	Has the risk of any potential adverse impact on people in this protected characteristic group been identified, such as barriers to access or inequality of opportunity?	If yes, are there any mechanisms already in place to mitigate the adverse impacts identified?	Are there any remaining adverse impacts that need to be addressed? If so, please state any mitigating actions planned.	Are there any positive impacts identified for people within this protected characteristic group? If yes, please briefly describe.
<b>Disability</b> (Including: mental, physical, learning, intellectual and neurodivergent) <sup>2</sup>	<ol style="list-style-type: none"> <li>1. Potential for disabled colleagues and staff with underlying health conditions to be impacted if redeployment need to be considered, as suitable alternative employment might not be identified where appropriate adjustments can made to the role/environment.</li> <li>2. Accessibility of the Policy and associated documents.</li> <li>3. Accessibility of the formal consultation process and communication.</li> <li>4. ICB data does not indicate a differential during the recruitment and selection stages for disabled staff/candidates.</li> </ol>	<ol style="list-style-type: none"> <li>1. Support in identifying reasonable adjustment requirements.</li> <li>2. OH support.</li> <li>3. Reasonable adjustments should be considered, and disability related absences are excluded from consideration.</li> <li>4. Support provided to impacted individuals in relation to training targeted at supporting employability.</li> <li>5. Incorporate practical steps recommended by Mencap to make our recruitment processes more inclusive and support people with learning disabilities.</li> <li>6. Engage ND colleagues and adjust</li> </ol>	None	None

<sup>2</sup> A person has a disability if she or he has a physical or mental impairment which has a substantial and long-term adverse effect on that person's ability to carry out normal day-to-day activities.

<b>Date of assessment:</b>	<b>August 2025</b>			
<b>For the policy, and its implementation, please answer the questions against each of the protected characteristic and inclusion health groups:</b>	Has the risk of any potential adverse impact on people in this protected characteristic group been identified, such as barriers to access or inequality of opportunity?	If yes, are there any mechanisms already in place to mitigate the adverse impacts identified?	Are there any remaining adverse impacts that need to be addressed? If so, please state any mitigating actions planned.	Are there any positive impacts identified for people within this protected characteristic group? If yes, please briefly describe.
	5. Increased anxiety/stress level impacting adversely on colleagues with mental health conditions.	communications / consultation process. 7. Support available from the line manager, Mental Health First Aiders, HR and our EAP.		
<b>Gender</b> (including trans, non-binary and gender reassignment) <sup>3</sup>	1. No adverse impact identified. 2. Limited data available within ICBs in relation to gender reassignment.	1. Consistent approach to consultation / transition to the new structures. 2. Flexible working to transfer to new structure where a slot and all new posts open to flexible working. 3. The policy has been developed to encompass the needs of all staff.	None	None
<b>Marriage and civil partnership</b> <sup>4</sup>	1. There is no specific evidence to suggest the policy impacts on people due to their marital status.	1. The policy has been developed to encompass the needs of all staff. No specific need around	None	None

<sup>3</sup> The process of transitioning from one gender to another.

<sup>4</sup> Marriage is a union between a man and a woman or between a same-sex couple.

Same-sex couples can also have their relationships legally recognised as 'civil partnerships'.

<b>Date of assessment:</b>	<b>August 2025</b>			
<b>For the policy, and its implementation, please answer the questions against each of the protected characteristic and inclusion health groups:</b>	Has the risk of any potential adverse impact on people in this protected characteristic group been identified, such as barriers to access or inequality of opportunity?	If yes, are there any mechanisms already in place to mitigate the adverse impacts identified?	Are there any remaining adverse impacts that need to be addressed? If so, please state any mitigating actions planned.	Are there any positive impacts identified for people within this protected characteristic group? If yes, please briefly describe.
		marriage or civil partnership has been identified.		
<b>Pregnancy and maternity</b> <sup>5</sup>	<ol style="list-style-type: none"> <li>Staff on maternity leave maybe impacted during change processes as not physically in the workplace.</li> <li>Staff on maternity leave away from the organisation and might not receive communication in good time.</li> <li>Possible adverse impact related to recruitment and selection processes, timing and recent work-related examples.</li> </ol>	<ol style="list-style-type: none"> <li>Women on maternity leave are protected by the Equality Act, specifically relating to change management, redeployment and redundancy processes.</li> </ol>	<ol style="list-style-type: none"> <li>HR will identify all colleagues on maternity / family leave prior to commencing formal consultation clarify/agree arrangements for full participation in the consultation process, including one to one meetings.</li> <li>ICB to ensure selection processes look at transferrable skills, knowledge and experience.</li> </ol>	None
<b>Race</b> <sup>6</sup>	<ol style="list-style-type: none"> <li>Potential for black and minority ethnic staff to be</li> </ol>	<ol style="list-style-type: none"> <li>Management training.</li> </ol>	<ol style="list-style-type: none"> <li>Equality Impact Assessment to be</li> </ol>	

<sup>5</sup> Pregnancy is the condition of being pregnant or expecting a baby. Maternity refers to the period after the birth and is linked to maternity leave in the employment context. In the non-work context, protection against maternity discrimination is for 26 weeks after giving birth, and this includes treating a woman unfavourably because she is breastfeeding.

<sup>6</sup> Refers to the protected characteristic of race. It refers to a group of people defined by their race, colour, and nationality (including citizenship) ethnic or national origins.

<b>Date of assessment:</b>	<b>August 2025</b>			
<b>For the policy, and its implementation, please answer the questions against each of the protected characteristic and inclusion health groups:</b>	Has the risk of any potential adverse impact on people in this protected characteristic group been identified, such as barriers to access or inequality of opportunity?	If yes, are there any mechanisms already in place to mitigate the adverse impacts identified?	Are there any remaining adverse impacts that need to be addressed? If so, please state any mitigating actions planned.	Are there any positive impacts identified for people within this protected characteristic group? If yes, please briefly describe.
	<p>impacted as part of the suitable alternative employment/redeployment process; specifically relating to objectivity of application assessment, make up of interview panels.</p> <ol style="list-style-type: none"> <li>2. Black and minority ethnic colleagues less likely to be successful at short-list and interview. (DDICB data)</li> <li>3. The staff survey results show that the Black and minority ethnic colleagues are less likely to consider that the organisation acts fairly with regards to career progression and treatment in general.</li> </ol>		<p>undertaken for each organisational change process.</p> <ol style="list-style-type: none"> <li>2. 1:1 support during redeployment process.</li> <li>3. ICB to provide refresher training for recruiting managers on fair and inclusive recruitment and selection practices, including unconscious bias.</li> <li>4. Panel members to have completed the above in last 12 months.</li> <li>5. Ensure diverse panel representation and compliance with R&amp;S Policy.</li> <li>6. Inclusion recruitment / assessment checklist to be signed by recruiting manager.</li> </ol>	

<b>Date of assessment:</b>	<b>August 2025</b>			
<b>For the policy, and its implementation, please answer the questions against each of the protected characteristic and inclusion health groups:</b>	Has the risk of any potential adverse impact on people in this protected characteristic group been identified, such as barriers to access or inequality of opportunity?	If yes, are there any mechanisms already in place to mitigate the adverse impacts identified?	Are there any remaining adverse impacts that need to be addressed? If so, please state any mitigating actions planned.	Are there any positive impacts identified for people within this protected characteristic group? If yes, please briefly describe.
<b>Religion or belief<sup>7</sup></b>	1. Religious observances unlikely to impact on staffing levels during the consultation/transition period.		1. ICBs to review Inclusion Calendar and consultation/transition timetables to ensure no potential adverse impact due to religious observances.	
<b>Sex<sup>8</sup></b>	1. No adverse impact identified. 2. It is noted larger proportion of females undertaking part-time and flexible working.	1. Consistent approach to consultation / transition to the new structures. 2. Flexible working to transfer to new structure where a slot and all new posts open to flexible working. 3. ICBs to make reasonable adjustments for colleagues with menopausal symptoms.	1. ICB's employ a higher proportion of females. Review data to identify whether this is consistent across all bands.	

<sup>7</sup> Religion refers to any religion, including a lack of religion. Belief refers to any religious or philosophical belief and includes a lack of belief. Generally, a belief should affect your life choices or the way you live for it to be included in the definition.

<sup>8</sup> A man or a woman.

<b>Date of assessment:</b>	<b>August 2025</b>			
<b>For the policy, and its implementation, please answer the questions against each of the protected characteristic and inclusion health groups:</b>	Has the risk of any potential adverse impact on people in this protected characteristic group been identified, such as barriers to access or inequality of opportunity?	If yes, are there any mechanisms already in place to mitigate the adverse impacts identified?	Are there any remaining adverse impacts that need to be addressed? If so, please state any mitigating actions planned.	Are there any positive impacts identified for people within this protected characteristic group? If yes, please briefly describe.
		4. The policy has been developed to encompass the needs of all staff.		
<b>Sexual orientation<sup>9</sup></b>	None identified.		1. ICBs to review R&S data to identify if any disproportionality in success rates at each stage of the process. 2. Make reasonable adjustments to any redundancy selection criteria, for example, disability related sickness absence.	None
<b>Carers<sup>10</sup></b>	1. Potential for staff with caring responsibilities to be impacted if redeployment needs to be considered -	1. Management training.	1. Individual support during SAE process. 2. Support in identifying suitable flexible	None

<sup>9</sup> Whether a person's sexual attraction is towards their own sex, the opposite sex, to both sexes or none. <https://www.equalityhumanrights.com/en/equality-act/protected-characteristics>

<sup>10</sup> Individuals within the ICB which may have carer responsibilities.

<b>Date of assessment:</b>	<b>August 2025</b>			
<b>For the policy, and its implementation, please answer the questions against each of the protected characteristic and inclusion health groups:</b>	Has the risk of any potential adverse impact on people in this protected characteristic group been identified, such as barriers to access or inequality of opportunity?	If yes, are there any mechanisms already in place to mitigate the adverse impacts identified?	Are there any remaining adverse impacts that need to be addressed? If so, please state any mitigating actions planned.	Are there any positive impacts identified for people within this protected characteristic group? If yes, please briefly describe.
	might not be identified where appropriate flexibility can be granted		arrangements (including for any interview/assessment process). 3. OH support.	

## Appendix A: Definitions and Glossary of Terms

Definitions of key terms referenced in this policy are described in the table below:

<b>Term</b>	<b>Definition</b>
<b>Affected by change</b>	This refers to staff that experience changes via this process e.g., change of Line Manager, changes to responsibilities but are not at risk of redundancy.
<b>At risk</b>	An employee will be regarded as 'at risk' in circumstances where it has been decided that their post is to be removed from the establishment or there is to be a reduction in the number of posts in the grade/category at the appropriate location and that reduction cannot be achieved through turnover.
<b>Basic salary</b>	This is the monthly sum due in respect of basic hours worked by the member of staff concerned within the standard working week. It excludes any payments made in respect of acting up (or additional responsibilities), overtime, working outside normal hours payments, Agenda for Change recruitment and retention premia, standby or on-call duty.
<b>Continuous Service Date (CSD)</b>	Means full or part time employment with the ICBs or any previous NHS employer where there has not been a break of more than one week (Sunday to Saturday) between employments. This reflects the provisions of the Employment Rights Act 1996 and section 16 of the Agenda for Change Terms and Conditions on continuous employment.
<b>COSOP</b>	Means Cabinet Office Statement of Practice. It provides transferring employees with TUPE-like protection when the TUPE legislation cannot apply as there will not be a change of employer. This is the case when a transferring employee will continue to work within the civil or public sector and/or be employed by the Crown.
<b>Downgrading</b>	Where a new post, irrespective of its banding, carries an hourly rate lower than that for the previous post, or where a salary scale with a maximum point lower than the maximum point for the previous post, or lower than that of the grade held in the previous post.
<b>Major organisational changes</b>	This refers to any reorganisation, relocation, merger, significant expansion or reduction of a function, competitive tendering or outsourcing.

<b>Term</b>	<b>Definition</b>
<b>Pay protection</b>	This refers to protection of basic salary. The basic salary of the higher substantive role is retained and protected for a fixed term period. This applies where a member of staff is downgraded because of organisational change and will be implemented from the effective date of the change.
<b>Reckonable service</b>	Means continuous service plus any service with a previous NHS employer where there has been a break of 12 months or less. At the ICBs discretion any period of employment outside the NHS which is relevant to NHS employment may be counted as reckonable service.
<b>Redeployment</b>	Means the transferring or recruitment of staff 'at risk' into a suitable alternative post.
<b>Redundancy</b>	In accordance with the Employment Rights Act 1996, redundancy arises when employees are dismissed because: <ul style="list-style-type: none"> <li>• The employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was employed, or where the employer has ceased, or intends to cease, to carry on the business in the place where the employee was so employed; or</li> </ul> <p>Where the requirements of the business for employees to carry out work of a particular kind, in the place where they are so employed have ceased or diminished or are expected to cease or diminish.</p>
<b>Ring-fencing</b>	Refers to the process by which staff 'at risk' will be considered for a post in a new staffing or management structure where there is more than one contender for that post, and which is similar to their current post. This assessment is made on an individual's substantive contract. A competitive assessment should be made as to which individual has the necessary skills to best undertake the role.
<b>Slotting-in</b>	Refers to the process by which staff are confirmed into a post in a new staffing or management structure which is similar to their current substantive post and where that individual is the only contender for that post. Slotting-in also occurs where a post has not been significantly reorganised or where it remains substantially the same (usually defined as 66% the same) with regard to job content, responsibility, grade, status and requirements for skills, knowledge, experience and location.
<b>Suitable Alternative</b>	Will be determined with reference to sections 138 and 141 of the Employment Rights Act 1996 and Section 16 of the Agenda for Change Terms and Conditions paragraphs 16.17 to 16.19, from

Term	Definition
<b>Employment (SAE)</b>	an employer perspective, this is through the employee satisfying the selection criteria for the post, as identified in the person specification. The personal circumstances of the employee shall be considered (refer to section 10 for further details).
<b>TUPE</b>	Means the Transfer of Undertaking (Protection of Employment) Regulations 2006. It preserves employees' Terms and Conditions when a business or undertaking, or part of one, is transferred to a new employer.

## Appendix B: Offers of Alternative Employment

### 1.0 Introduction

1.1 It is difficult to be prescriptive on what is suitable alternative employment because in law it is what is deemed to be reasonable. Each case is looked at on its own merits and consideration given to the following significant factors:

- Pay
- Status
- Location
- Working Environment
- Hours of Work
- Skills/Experience/Registration/Qualifications

1.2 Once a decision to offer alternative employment has been reached by the appropriate parties (employee, employer and representative if applicable), the offer should be confirmed in writing to the successful candidate as soon as practicable, specifying the nature of the job, its location, its pay and conditions (including the 4-week trial period as detailed below), in sufficient detail such that they can be compared with the details of the current job and the differences.. The date on which the new job is to begin should be made clear, and it must not be more than four weeks after the end of the current contract of employment.

### 2.0 Acceptance of Offer

2.1 If an 'at risk' employee is offered suitable alternative work and accepts it; this automatically means the employee accepts the work as suitable alternative employment and they are not entitled to a redundancy payment as their employment is regarded as continuous. However, this would not apply if the employee did not satisfy the criteria outlined in 4-week trial period (below).

### 3.0 Rejection of Offer

3.1 If an 'At Risk' employee is offered alternative work and refuses it or turns down a job after a trial period, advice should be sought from HR, as the ICBs may regard the refusal as unreasonable and withhold redundancy payment.

### 4.0 Four-Week Trial Period

4.1 Where the terms differ an employee who accepts an offer of alternative work is entitled, by statute, to a trial period of four calendar weeks in the new job. This must be specified in writing prior to the employee commencing the new job.

4.2 An employee who accepts an offer of suitable alternative employment will undergo a trial period in accordance with Section 138 of the Employment

Rights Act 9 (ERA) 1996. Where an offer of alternative employment has been made which involves a different type of work or different terms of employment, the employee will be entitled to a four-week trial period in the new job commencing from the day that they commence their new duties. Where the duties of the new post necessitate some retraining, the trial period can be extended by written agreement specifying the new end date.

- 4.3 The purpose of the trial period is to give employees the opportunity to decide whether the new role is suitable and for the manager to assess the employee's suitability for the role.
- 4.4 During the trial period the employee's name will remain on the 'At Risk' register but they will not be given preferential consideration for any further posts, where there are other applicants for such posts who are on the register but have not yet been offered alternative employment.
- 4.5 An employee who resigns during the trial period will not be entitled to a redundancy payment unless the resignation is shown to be reasonable.

## **5.0 Time Off**

- 5.1 An employee is entitled by law to "reasonable" time off with pay during their working hours to look for new employment or make arrangements for training (although not to undergo training) for future employment. The ICBs will be flexible to ensure they are "reasonable", and time off to undergo training will be considered wherever practicable as an offer of alternative employment may include re-training. Where appropriate, a visit may be arranged to the new workplace.

## **6.0 Counselling**

- 6.1 There is provision for all employees to access the confidential Counselling service provided by the ICBs.

## **7.0 Early Release of Redundant Employees**

- 7.1 Where an employee who has been issued with a redundancy notice is offered employment with a different employer from a date before expiry of the notice, the ICBs will release the employee by that date unless there are compelling reasons not to. Claims for redundancy payment will be as per section 16.18 of the Agenda for Change terms and conditions handbook and the date of early release will then become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment.

## **8.0 Notice Periods**

- 8.1 Employees affected will be notified in writing that their current job will no longer exist from a given date. This will be at the conclusion of the consultation period.

8.2 The statutory or contractual period, (whichever is the longer) of dismissal on the grounds of redundancy shall be applied. Where agreement has been reached between Senior Management and the employee concerned, payment in lieu of notice may be made.



**Professional Registrations** Provide details of Professional Bodies that you are a member of

--

**Travel** Provide details for alternative employment

Are you willing to travel?

What would be the maximum distance or time?

Any other travel considerations

**Redeployment - Posts for Consideration including preferred banding** Provide examples of alternative types of posts that you would consider

--

Other considerations that may prevent redeployment i.e. clinical qualification but unable to work in a clinical setting due to physical injury/long terms condition

--

**Working Hours**

What contracted hours (weekly) are you willing to work? (highlight in preference order)

What working patterns are you willing to work?

--

**Period of Risk (To be Completed by Line Manager)** Provide details for the period in which this information should be kept on the Risk Register

To be placed on the Risk Register from:

--

To be removed from the Risk Register on:

--

Form completed by Name & Designation

**Change of Details** Provide details of any circumstances that have changed during the 'At Risk' Period

**HR Link Person** Provide details of the HR Link through the 'At Risk' Period

Name:

Contact Details:

**Partnership / Trade Union / Professional Body** Provide details of the Staff Partnership / TU / Professional Body representative (if in attendance) through the 'At Risk' Period

Name:

Contact Details:

***N.B*** This form should be completed and sent to HR Team for the employee's substantive employer

## Appendix D: Record of Consultation Meeting (Confidential)

### RECORD OF CONSULTATION MEETING - CONFIDENTIAL

**Staff Member:**

**Date:**

**Consulting Manager:**

**HR Support:**

**Representative/Colleague:\***

**\*PLEASE STATE IF REPRESENTATION IS DECLINED BY STAFF MEMBER.**

#### 1. Employee Personal Details

Current Role:

Location:

Consultation Meeting No.

**2. Information given to employee** (tick to indicate where the topic was covered and comment as appropriate)

Action	Description:	
Purpose of Session		
Comments		
Consultation Process		
Comments		

Role Available	Order of Preference

#### 3. Employee Support

Details of Union contacts, occupational health self-referral.

#### 4. Record Employees Questions

Question	Response provided / flagged for follow up
1.	
2.	
3.	

**5. Outline Next Steps or Actions**

**6. Any Other Comments/Issues**

Signature of Employee: .....

Signature of Manager: .....

Signature of Representative (if applicable): .....

**Note:** Please use as many extra sheets as appropriate. At the end of your meeting please forward any unanswered questions to [insert contacts details of relevant HR contact].

## Appendix E: When does pay protection apply?

### **When does pay protection apply?**

This policy applies to any new pay protection arrangements that commence after the date this policy is agreed (please see the front of the policy for the ratification date).

Pay protection will apply if the employee is redeployed to a lower banded job due to:

- (a) organisational change.
- (b) the employee's current role being downgraded under the Agenda for Change Job Evaluation process.
- (c) eligible employees who have to change jobs permanently to a position on lower pay due to a work-related injury, illness and/or other health condition, will receive a period of protected pay that is the same as the provision for pay protection during organisational change.

In these circumstances protection is only given if there is an actual reduction in total earnings calculated as an average over the 12 weeks prior to the date of change. For employees on maternity leave or long-term sick leave, the 12-week reference period will cover a period during which they were on normal full pay.

This is not an exhaustive list, other circumstances may be considered on their own merits, this will be in conjunction with the HR Team.

### **When does pay protection not apply?**

If an employee is redeployed due to:

- (a) performance issues – this will follow formal performance management under the ICB's Performance Matters Policy.
- (b) a sanction received as a result of formal disciplinary action under the ICB's Disciplinary Policy.

In addition, pay protection does not apply if:

- (a) a redundancy payment is made.
- (b) an employee applies for and accepts a lower banded post.
- (c) a temporary upgrading or promotion ceases.
- (d) an employee returns to a substantive post following a secondment, when the secondment has ended.
- (e) following an organisational change, an employee refuses a reasonable offer of another suitable post within the ICB, with a basic salary or wage the same or in excess of that applying to the old post (the employee does have a right of appeal under the Grievance Policy).
- (f) an employee leaves the ICB.