



Organisational Change Policy

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The CCG is committed to an environment that promotes equality, embraces diversity and respects human rights both within our workforce and in service delivery. This document should be implemented with due regard to this commitment.

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Version Control Sheet

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Draft v0.1	Sept 14	CCG Executive	Comments made requiring further clarification.
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Final v1.0	March 22	Bolton FT HR	No national legislation changes required.

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1 POLICY STATEMENT

NHS Bolton Clinical Commissioning Group (the CCG) aims to provide all employees with the highest possible level of employment security. However, service development and the need to continually improve organisational effectiveness will sometimes necessitate changes to staffing levels, structures, roles and ways of working. In these circumstances, the CCG is committed to ensuring the change is managed in a way that is sensitive, consistent, fair and in line with statutory requirements and best practice.

2 PRINCIPLES

- 2.1 The CCG actively manages its services so as to ensure the provision of the most effective health care for patients and customers within its resources. It recognises that as a result, changes may need to be made to the CCG's organisational requirements which may affect staffing needs.
- 2.2 "Major organisational changes" will include the reorganisation, relocation, merger, significant expansion or reduction of a function, competitive tendering or outsourcing, or a major change in working practice. All such changes will be conducted in accordance with this document which incorporates best practice and legal requirements and aims to provide a framework for common understanding amongst managers, staff and trade unions.
- 2.3 This policy applies to local CCG changes.

3. PURPOSE

- 3.1 The purpose of this document is to set out the CCG's approach to the management of organisational change and the procedures that should be followed by managers wishing to implement major change.
- 3.2 The principles and procedures support the aim of managing strategic and operational change in a way that is both supportive to staff and enhances the provision of the highest quality patient care.

4. SCOPE

- 4.1 This document applies to all NHS employees employed by the CCG, including those who are seconded out to another organisation and those employees who are on a fixed term contract of more than 12 weeks duration. It will be applied consistently and equitably to all staff.
- 4.2 It does not apply to staff employed elsewhere or seconded into the CCG (those staff are the responsibility of their substantive employer) or to contractors or agency staff.

5. DEFINITIONS

- 5.1 For the purpose of applying the provisions contained in this document, the following definitions shall have the following meanings:
- 5.2 **Continuous Service** means full or part time employment with the CCG or any previous NHS employer provided 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 Agenda for Change handbook (where applicable) on continuous employment.
- 5.3 **Reckonable Service** means Continuous Service plus any service with a previous NHS employer where there has been a break of 12 months or less. At the CCG's discretion any period of employment outside the NHS which is relevant to NHS employment may be counted as Reckonable Service.
- 5.4 **Redeployment** means the transferring or recruitment of Staff 'At Risk' into a suitable alternative post.
- 5.5 **Ring fencing** means the process by which staff 'At Risk' will be considered for a post in a new staffing or management structure which is similar to their current post and where there is more than one contender for that post.
- 5.6 **Slotting In** means the process by which staff 'At Risk' are confirmed into a post in a new staffing or management structure which is similar to their current post and where that individual is the only contender for that post. Slotting in may occur where a post is in the same grade as the individual's current post (or possibly a grade lower, in which case pay protection might apply) or where it remains substantially the same (usually defined as 70% of the same) with regard to job content, responsibility, grade, status and requirements for skills, knowledge and experience.
- 5.7 **Staff At Risk** means employees whose posts may potentially be redundant as a result of organisational change if suitable alternative employment cannot be found.
- 5.8 **Staff Affected by Change** means employees who may be affected by the change e.g. change of line manager, changes to responsibilities but are not at risk of redundancy.
- 5.9 **TUPE** means the Transfer of Undertaking (Protection of Employment) Regulations 2006.
- 5.10 **COSOP** means Cabinet Office Statement of Practice. National guidance should be referred to if COSOP applies.
- 5.11 **Marked Time** means pay and pay related conditions are frozen and remain unchanged by inflationary pay awards, incremental or other progression.

- 5.12 **Downgrading** is where a new post, irrespective of its banding, carries a salary/ wage lower than that for the previous post. Furthermore, 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.
- 5.13 **Pay Protection** is the protection of basic salary on a marked time basis (refer to para 3.2). This applies where a member of staff is downgraded as a result of organisational change and will be implemented from the effective date of the change.
- 5.14 **Basic Salary or Wage** is the weekly or 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, recruitment and retention premia, standby or on call duty. (unions like to add - *unless specified differently in an individual's contract of employment).
- 5.15 **Suitable Alternative Employment** – any new post created as part of an organisational change which is at the same grade or one grade below the substantive grade of post.

6.0 PROCEDURE – can be viewed in Part 2

7.0 EQUALITY STATEMENT

- 7.1 In applying this policy, the CCG will have due regard for the need to eliminate unlawful discrimination, promote equality of opportunity, and promote good relations between people of diverse groups, in particular on the grounds of the following characteristics protected by the Equality Act (2010); age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, and sexual orientation, in addition to offending background, trade union membership, or any other personal characteristic.
- 7.2 An Equality Impact Assessment has been carried out on this policy and can be viewed in Human Resources.

8.0 MONITORING AND REVIEW

- 8.1 The policy and procedure will be reviewed every 2 years by the CCG in conjunction with operational managers and Trade Union representatives. Where review is necessary due to legislative change, this will happen immediately.
- 8.2 The implementation of this policy will be audited annually by the Senior Leadership Team and will be reported to the CCG Clinical Executive for monitoring purposes.

Part 2 – PROCEDURE

CHANGE MANAGEMENT

1.0 Statement and principles

- 1.1 Organisational change is driven by the business needs of the CCG. Change can be triggered either by the external environment or by an internal review of organisational requirements. Examples of significant organisational change include the reorganisation, relocation, merger, expansion or closure of a service, competitive tendering or outsourcing, or a major change in working practice.
- 1.2 In order to meet changing business needs more effectively, there may be occasions when managers need to implement relatively minor changes. Reasonable minor changes and adjustments to duties and working practices may be implemented without recourse to the formal procedures in this document. However, these will require reasonable consultation with employees affected. Any situation which may lead to redundancy will not be deemed to be a minor change.
- 1.3 The CCG is responsible for deciding the size and most efficient use of the workforce but in doing so is committed to the following principles for managing organisational change:
 - the CCG will provide such information about the proposed organisational change and in accordance with good employee relations practice disclose information to employees and the Trade Unions at the earliest opportunity.
 - the CCG will work in partnership with the Trade Union and Staff Organisation representatives from as early a stage as possible.
 - employees will receive notice of any organisational change which may affect their futures at the earliest opportunity.
 - employees will be treated as individuals with due regard to their personal and employment circumstances and their career aspirations at all stages of the change management procedure.
 - employees will have the right to be accompanied by a trade union representative or workplace colleague at meetings to discuss the organisational change.
 - requests by the employee for additional support at any individual meetings will be considered e.g. where disability is involved and familiarity with the impairment or the individual or specialist input would be beneficial.

- the CCG will consider all reasonably practicable steps to avoid compulsory redundancies.
- employees will receive training and development, as appropriate, to meet new skill requirements and where appropriate to identify new career opportunities, with funding and time to attend training and development activities given.
- employees will have access to the CCG's Occupational Health provider for support, as appropriate.
- the CCG will not normally re-hire any employee who is dismissed by reason of redundancy from the CCG. Any appointment of a person previously employed and dismissed by reason of redundancy would need to be approved by the CCG Board.
- Employees will be considered for any new post created as part of an organisational change against their substantive post and contractual arrangements.

1.4 Duties and responsibilities

1.5 The CCG

1.6 The CCG acknowledges that change can cause concern and uncertainty and will therefore manage any change fairly and consistently, in accordance with established good practice.

1.7 The CCG recognises the need, wherever possible, to engage staff in any change management procedure.

1.8 The CCG will formally notify the Trade Unions of any proposed organisational changes and will undertake consultation with them in line with legal requirements.

1.9 The CCG will be expected to arrange paid time off facilities for agreed members of the staff side, over and above existing arrangements. So as to ensure the staff side is able to fully participate in the process, which may require frequent meetings with management and in particular affected employees.

1.10 Managers

1.11 Managers are critical to the change management process and shall therefore be regularly briefed so that they are in a position to respond to the concerns of employees in their teams. In turn, managers should provide information to employee and Trade Unions so that they are able to make meaningful contributions to the consultation process.

1.12 Managers must ensure that no employee is discriminated against on the grounds of contractual status, caring responsibilities or any protected characteristic as defined by the Equality Act e.g. ethnic origin, nationality, race, disability, gender, marital or partnership status, age, religion or belief, sexual orientation or transgender status, when applying this policy. Managers should have had formal training in Equality and Diversity. As a minimum, all managers involved in managing a change process will have had coaching/development on the operation of this procedure and the associated equality and diversity issues.

1.13 Managers should liaise with the HR service provider to ensure that the CCG is not open to claims of discrimination as a result of a change management process and should be mindful of the need to consider making reasonable adjustments at the job design stage, when considering the suitability of alternative employment for an individual and in the arrangements for filling posts.

1.14 **Employees**

1.15 Employees are expected to play an active role during the pre-consultation and consultation stages, in the further processes of implementation and in identifying new career opportunities.

1.16 **Trade Unions**

1.17 Trade unions should play a vital role in advising and representing employees undergoing organisational change and in working with managers to ensure that organisational change is managed with the least disruption and in accordance with the principle of avoiding compulsory redundancies, wherever possible.

2 **CONSULTATION**

2.1 **Purpose of consultation**

2.2 In accordance with legislation and the partnership working principles of the NHS and the CCG, the CCG commits to undertake meaningful and appropriate consultation with Trade Unions and employees affected by the organisational change, with a view to reaching agreement on the way forward. However, there will be times when organisational change will need to proceed without a consensus being reached on all issues. The timing and extent of consultation will be proportionate to the degree of proposed change, the number of employee affected and the impact on individuals.

2.3 The purpose of the consultation meetings with Trade Unions and employees 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 CCG 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.

2.4 Consultation Procedure

2.5 Managers shall prepare a consultation document on the proposed organisational change having gathered information to support the need for change and consulted with the HR service provider, as appropriate.

2.6 The consultation document should include details of the following, as appropriate:

- current situation analysis including staffing structure;
- impact on service/business;
- impact on other areas / services;
- consideration of any relevant health and safety assessment;
- the need for change and the rationale behind the change;
- 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 who may be at risk of redundancy as a result of the proposal;
- proposed timescale for consultation and implementation of the proposed change;
- the way in which staff will be selected for posts within the new structure or transferred;
- if necessary, the selection criteria for redundancy or competitive interview, as appropriate;
- the measures to be taken to avoid compulsory redundancies which may include natural wastage, redeployment with retraining, or voluntary early retirement or voluntary redundancy;

- details of any suitable alternative employment which may exist;
- details of how this information will be disseminated to staff;
- description of the consultation process including: planned meetings, timetable, how employees and representatives can respond and the deadlines;.

2.7 The consultation document must include an equality impact assessment.

2.8 Time periods for consultation

2.9 In all cases, the CCG will allow sufficient time for meaningful consultation with employees and their representatives. In exceptional circumstances, where changes need to be made very quickly, the Trade Unions will be briefed immediately. Any verbal briefing will be followed by a written brief.

2.10 In a collective redundancy scenario, consultation will commence for a period of no less than the statutory time scales:

- 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

2.11 In an **individual redundancy scenario**, consultation will normally start **at least 30 days** before any individual redundancy takes place, however consultation may be for a shorter period, if jointly agreed by the parties.

2.12 In exceptional circumstances it may be necessary for redundancy notices to be issued during the statutory timescales. This will only be undertaken after consultation with trade unions.

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

2.14. Consultation with the Trade Unions

2.15 Early informal consultation with the Trade Unions is encouraged and should occur where possible. This is also known as pre-consultation. Meaningful pre-consultation often leads to an agreed shorter formal consultation time and greater employee satisfaction with the process.

2.16 Formal consultation with the Trade Unions will commence within the minimum timescales above 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 employees affected by the change should be invited to the first meeting with all affected employees and given reasonable notice to attend.

2.17 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 redundant;
- the total number of employees of any such description employed by the CCG 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;
- 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);

2.18 During a period of change, management will ensure that Trade Unions are kept informed of developments and will meet with the Trade Unions, as appropriate.

2.19 Consultation with Individual Employees

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

2.21 Employees affected by the organisational change will be provided with a copy of the consultation document. Employees who are absent from work for any reason including maternity leave, sickness absence, secondment to another organization or career breaks will be sent a copy of the consultation document to their home address/other suitable address so that they can participate in the consultation process.

2.22 Employees 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 workplace colleague. HR advisory support will also be

offered. In a redundancy scenario, the meeting will be to discuss the issues set out above.

2.23 At the meeting, each employee will be invited to comment and respond to the proposals, including how they may impact on their personal circumstances. It is recognised that employees may require time to respond and may not be able to do so at that particular meeting.

2.24 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, not verbatim notes.

2.25 Regular updates and frequently asked questions may be circulated to employees throughout the formal consultation period. Throughout this period employees should be encouraged to discuss their concerns and queries with their line manager and Trade Union representative.

2.26 In addition to the individual consultation meetings, employees can be kept informed by management, team meetings and briefings, newsletters, Trade Union meetings, email and other written communication and information supplied by the Trade Unions.

2.27 **End of consultation**

2.28 At the end of the consultation period the manager will give full consideration to all comments received from employees and the Trade Unions and will make a decision on the way forward. A written report will be provided to the employees and Trade Unions covering the change process to be followed and the timeframe. The report should include:

- the reasons for the decision;
- an equality impact assessment;
- any relevant health and safety assessments;
- an explanation where the management decision is in conflict with the views of the Trade Union representatives and employees or where the proposal has changed as a result of consultation;
- identification of posts which are the same or substantially the same in the old and new structures;
- arrangements for filling posts via 'Slotting In' or 'Ringfencing';
- selection arrangements for posts within the new structure e.g. a fixed term post may slot into another fixed term post;
- measures that will be taken to avoid compulsory redundancies;

- arrangements for seeking suitable alternative employment;
- reference to the CCG's protection arrangements and how these will apply;
- support for employees who are affected by the change, including career counselling and reasonable time off to seek other employment or to undertake training;
- proposed timescales for each stage of the change process.
- an equality analysis

2.29 Where redundancies are inevitable the CCG will set selection criteria for inclusion in the conclusions to consultation. These criteria should be objective, clearly defined, measurable and non discriminatory. Managers should seek advice from the HR service provider on the selection criteria to be used, to ensure that the CCG is not open to legal challenge. Selection criteria will be discussed, and where possible agreed, with the Trade Unions.

2.30 Under normal circumstances, staff will be selected on the basis of their relevant skills, experience and qualifications to undertake the remaining jobs, as assessed through formal interviews held in accordance with CCG selection procedures. However there may be occasions where alternative selection criteria are agreed with the Trade Unions during the consultation process, such as, for example:

- Conduct and performance (as evidenced through the disciplinary and performance review records);

2.31 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.

2.32 If an employee volunteers for redundancy/early retirement, approval of the request will be subject to the needs of the service and the cost implications. Care must be taken to ensure that decisions are based on sound organisational reasons and do not breach equality legislation.

2.33 **Support for employees**

2.34 All employees affected by the organisational change will be encouraged to seek the advice and support of their Trade Union. Relevant support will be provided by the CCG and may include:

- help with the production of CV's/application forms (including assistance with NHS Jobs);

- help with preparation for interviews;
- careers advice;
- support in developing coping strategies and stress management, with support of the counselling service;
- time to meet with recognised Trade Union representatives to discuss the change;
- further assistance to employees who are at risk of redundancy will include reasonable time off to seek other employment or to undertake training;
- placement on the CCG's 'At Risk' register.

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

2.36 The process for filling posts in the new structure

2.37 There will be three stages in the process for filling posts in a new structure:

- **Stage One** - takes place amongst the employees that are affected by the change. Posts in the new structure are filled either by 'Slotting In' or by 'Ringfencing'.
- **Stage Two** - is where any posts that remain vacant in the new structure following Stage 1 will be opened up to access by any staff on the CCG 'At Risk' register for whom the post is considered suitable alternative employment. Priority will be given to employees who are in a redundancy notice period over employees who are on the register for other reasons e.g. pay protection.
- **Stage Three** - is where vacancies are advertised internally and/or externally, in line with the normal recruitment process.

2.38 The three stages may run in parallel but all reasonably practicable steps will be taken to avoid compulsory redundancies. Priority will be given to employees that are affected by the change. If the stages are required to be run in parallel this will be undertaken following consultation with the Trade Unions.

2.39 Job descriptions and person specifications will be produced for new posts. Jobs will be matched or evaluated in accordance with applicable national or local Agenda for change/Job Evaluation systems.

- 2.40 Selection criteria for all posts in the new structure, whether or not there is competition, must be non-discriminatory, fair, and objective, clearly defined and based on the skills and competency requirements of the post. The selection criteria must be made available with the consultation document.
- 2.41 Employees who are offered posts during Stage One will be deemed to have been offered suitable alternative employment by the CCG. The CCG determine that a suitable alternative post is one at the same grade or one grade below the substantive grade of post. This will be confirmed in writing by the line manager. This is on the basis that if employees are 'Slotted In' to a post it will be assumed that the post offered are suitable alternative employment and hence the consequences of refusing to accept these posts will be as per refusing suitable alternative employment. Employees may obtain a role at a higher band as a result of "Ringfencing."
- 2.42 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 better (the fact that there may be better candidates in the external labour market is not a reason for non-selection). Any employee 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 via the local grievance procedure.

2.43 Employees 'At Risk'

- 2.44 When changes in staffing levels or skill mix are proposed which will lead to a reduction in the numbers of employees employed in particular grades, occupational groups or specialties, management will identify the positions, individual employees or pool of employees who are at risk of redundancy as a result of the changes. Employees who are acting up will be placed in the pool relating to their substantive post.
- 2.45 The identification of being 'At Risk' of redundancy is not a notice of redundancy.
- 2.46 Employees 'At Risk' will be invited to a meeting(s) with their line 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 employees "At Risk" who are made redundant and mitigating the consequences of any redundancy dismissals
 - explore the possibility of Redeployment and explain the process;
 - 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.
- 2.47 Following the meeting, employees 'At Risk' will be given a letter within five working days to confirm their 'At Risk' status and the key points discussed at the meeting including answers, wherever possible, to questions raised at the meeting for which there were no immediate answers available at the time.
- 2.48 Employees 'At Risk' will be given prior consideration for posts within the new structure, where they meet the selection criteria, under Stage One of the process. Where they are selected for a new post they will normally be given the offer in writing within seven working days of the interview. Any training required will be discussed with the employee as part of the offer process. The appointment will be subject to a trial period. (See 3.14)
- 2.49 In the case of significant change which spans a number of NHS organisations, the CCG will endeavour to reach an agreement with those organisations regarding the establishment of job redeployment opportunities. The agreement will contain a commitment to equality of opportunity for all employees who will then have the same access to opportunities and vacant posts with any of the organisations.
- 2.50 Employees who are not selected for a post in the new structure will be formally declared 'At Risk' of redundancy and given notice of redundancy in accordance with their contract of employment. They will continue to be listed on the CCG's 'At Risk' register.
- 2.51 There may be situations where it is necessary to give notice of redundancy in accordance with the contract of employment at the end of the consultation process.
- 2.52 Employees 'At Risk' will be required to register with NHS Jobs and apply for suitable posts within the NHS. The Recruitment Service will use the full functionality of NHS Jobs (including "internal only" and "restricted vacancy" functionality) to support redeployment of employees 'At Risk'.
- 2.53 Employees 'At Risk' will be given prior consideration for other posts that are or become vacant in the CCG during a specific organisational change and, subject to the arrangements regarding suitable alternative employment and trial periods; they will remain on the register until their last day of service.
- 2.54 Special provision is made in law where an employee's job becomes redundant while he or she is absent on maternity or adoption leave; the employee is entitled to be offered any suitable alternative vacancy before the existing contract ends, in preference to employees who are not absent on such leave.

3.0 REDUNDANCY

3.1 Definition of redundancy

3.2 An employee may become redundant if they are dismissed and the reason for the dismissal is wholly or mainly due to:

- the fact that the CCG has ceased, or intends to cease, to carry on the activity for the purposes of which the individual was employed, or has ceased, or intends to cease, to carry out the activity in the place where the individual was employed; or
- the fact that the requirements of the CCG for employees to carry out work of a particular kind in the place where they were so employed, have ceased or diminished or are expected to cease or diminish.

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

3.4 The HR service provider is responsible for notifying the relevant Department (currently the Department for Business, Innovation and Skills (BIS)) in writing if the CCG proposes to make 20 or more staff redundant, within the terms of the legislation in force at the time. A copy of the notification form will be sent to the Trade Union representatives concerned. Advance notification to the relevant Department does not bind the CCG to make the employees redundant.

3.5 Suitable Alternative Employment

3.6 Suitable alternative employment is work within the CCG that is on broadly similar terms and within the same range of skills required as the current employment where the individual meets the essential criteria of the person specification or can be trained to meet the essential criteria within 3 months, (i.e. at the substantive grade or one grade above or one below the substantive grade). It may be on any site operated by the CCG subject to travel considerations. Employees 'At Risk' will be given prior consideration for suitable alternative posts in line with their skills, experience and capabilities and where appropriate will receive protection of pay.

3.7 Where there are insufficient numbers of vacant posts within the CCG, the HR service provider will endeavor to identify suitable redeployment opportunities within the wider NHS and draw these to the attention of the employees.

3.8 Employees are reminded that under Agenda for Change terms and conditions an unreasonable refusal to accept suitable alternative employment offered by the CCG will mean that they are not entitled to a redundancy payment. (See AfC Section 16).

3.9 In considering suitable alternative employment priority will be given to employees with permanent contracts and fixed term contracts who have in excess of 12 weeks continuous service. A few examples would be: people with less than 12 weeks continuous service, management consultants, secondees from other organisations. This list is not exhaustive.

3.10 Following identification of potentially suitable posts at either Stage One or Stage Two, individual employees 'At Risk' ie ring fenced employees will be offered the position in writing and be given a copy of the job description/person specification. Employees will have a deadline of at least five working days within which to apply for the position. 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.

3.11 If the individual is subsequently offered the post, this will be treated as an offer of suitable alternative employment and a trial period will apply.

3.12 Trial Periods and Training

3.13 A trial period will only apply to employees 'At Risk' where a formal offer of suitable alternative employment has been made.

3.14 The purpose of a trial period is for both the manager and the individual to assess the suitability of the post as alternative employment.

3.15 Where employees have the potential ability but not the immediate experience to undertake 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.

3.16 The trial period will normally last for four weeks, but may be extended by mutual agreement where an employee requires additional training and development. The clock "stops ticking" during the trial period.

3.17 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 employees 'At Risk' will be considered for other suitable alternative employment if available which will be subject to the same arrangements including a trial period.

3.18 Change of Location

3.19 If, as a result of organisational change, there is a requirement to move employees from their normal place of work to another location within the CCG on a temporary or permanent basis, and this results in increased travel costs to and from work, employees may be reimbursed their extra daily travelling expenses for a **maximum period of 2 years from the date of transfer**. This

is a local agreement superseding paragraphs 17.17& 17.25 of the Agenda for Change Terms and Conditions handbook.

3.20 Redundancy Arrangements

3.21 Employees will have their contract of employment terminated on the grounds of redundancy if no suitable alternative employment can be found or, if a trial period is unsuccessful.

3.22 The terms under which a redundancy payment and/or early retirement benefit are payable are summarised below:

- to qualify for a redundancy payment/early retirement benefit the individual must have:
 - a contract of employment with the CCG; and
 - at least 2 years' (104 weeks) Continuous Service within the NHS.
- a redundancy payment takes the form of a lump sum, dependent on the employee's Reckonable Service at the date of termination of employment.
 - the lump sum is calculated on the basis of one month's pay for each complete year of Reckonable Service, subject to a minimum of 2 years' Continuous Service and a maximum of 24 years Reckonable Service (i.e. the maximum redundancy payable is 24 months).
- early retirement on the grounds of redundancy is available, subject to the employee:
 - being a member of the NHS Pension Scheme;
 - having at least 2 years' Continuous Service and 2 years' membership of the NHS Pension Scheme; and
 - having reached the minimum pension age in accordance with the relevant NHS Pension Scheme arrangements.
- Some employees may be subject to locally-agreed contractual arrangements in respect of redundancy which may need to be honoured.

3.23 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 CCG or other NHS employer;

- unreasonably refuse to accept suitable alternative employment with the CCG or another NHS employer;
- leave their employment before expiry of notice, except if they are being released early;

3.24 Employees 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. For further information please refer to Part 3, Section 16, of Agenda for Change: NHS Terms and Conditions of Service Handbook and the NHS Pension Scheme Early Retirement Booklet or seek further advice from the HR service provider or your Trade Union.

3.25 The line manager will liaise with the HR service provider in order to obtain details of redundancy entitlements and other aspects of the redundancy process.

3.26 The line manager will provide, the individual and their Trade Union representative with the following details, in writing:

- the number of weeks' notice, in accordance with the contractual notice period;
- the effective date of the redundancy, which will also be the last day of service;
- the number of days' outstanding annual leave, where applicable, to be paid in lieu;
- the amount of redundancy payment/enhanced pension benefits that will be paid, where applicable;
- what efforts will be made to assist the individual in seeking suitable alternative employment during the notice period;
- what support is offered during the notice period e.g. help with job search, CV and interview preparation;
- what work the individual will be expected to undertake during 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;

- the right of appeal against selection for redundancy or the terms of the redundancy.

3.27 Protection arrangements

3.28 Protection of Pay provisions will be put in place in order to support employees who, as a result 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. Pay Protection shall only be applied to an employee's substantive post.

3.29 During the period of protection, the rates used when calculating earnings in the new post will be those applicable to the new post. For example, any unsociable hours worked as a requirement of the new role, shall be paid at the same rate as the new role.

3.30 The affected employee is entitled to protection of their earnings on a marked time basis for a maximum period of 2 years, or until the first of one of the following occurs;

- The employee is appointed to a post in which the normal basic wage or salary is equal to or exceeds the protected wage or salary; or
- The employee moves of their 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 CCG; or
- They unreasonable refuse the offer of a suitable alternative post.

3.31 Protection of Pay Provisions are to ensure that the arrangements are clear and applied appropriately and fairly for those CCG members of staff employed, who may require protection of their pay at some point during their employment with the CCG. For those staff subject to TUPE continuous service will be recognised.

3.32 Protection of Pay applies to all staff whom, as a consequence of organisational change, are required to move to a lower graded post (downgraded) or suffer a reduction in basic hours worked within the standard working week.

3.33 These arrangements apply to employees who hold a permanent or fixed term contract of employment. This policy does not apply to temporary positions; 'as and when' contracts or where employees are redeployed as a result of disciplinary action, for capability reasons or as a result of sickness absence

management (with the exception of Section 22 of the Terms and Conditions handbook).

- 3.34 The CCG will endeavour at all times to redeploy employees into new roles which match the levels of skills and responsibilities currently required and to provide reasonable training to enable staff to fulfil new roles, although it is recognised that this may not always prove possible.
- 3.35 Protection of Pay may cease if an employee unreasonably refuses any subsequent offer of another suitable post within the CCG, which attracts a basic salary or wage the same or in excess of that applying to the old post. If an employee unreasonably refuses to accept such an offer, protection will cease with immediate effect. The employee will have the right to appeal, in accordance with the CCG's Grievance procedure.
- 3.36 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 and earnings in the new post are paid in full for that particular pay period.
- 3.37 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.
- 3.38 Upon the expiry of the time-scales outlined above, the salary/wage of the member of staff concerned will revert to that of the new post.

3.39 PENSION ARRANGEMENTS

- 3.40 Under the provisions of the NHS Pensions Scheme, employees may apply to preserve their pension benefits, based on the previous level of pay, where through no fault of their own they 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.
- 3.41 All such applications must be made within three months of the date from which the pensionable salary is to be reduced e.g. the end of the pay protection period. Please see Appendix C or access the following link for additional information:
[http://www.nhsbsa.nhs.uk/Documents/Pensions/SM_R9_App_members_\(V1\)_11.2011.pdf](http://www.nhsbsa.nhs.uk/Documents/Pensions/SM_R9_App_members_(V1)_11.2011.pdf)

4 TUPE

4.1 Transfers of services and staff

- 4.2 Where there is a proposal to transfer services and employees 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. Where 100 or more staff are affected consultation will be 45 days, where reasonably practicable.

- 4.3 When services are transferred from one organisation 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 employees who are assigned to the services which are being transferred will transfer to the new organisation. TUPE applies in contracting out scenarios, retendering and where the services are brought back in to the NHS.
- 4.4 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 as a consequence of the transfer.
- 4.5 Where employees have responsibilities spanning more than one NHS organisation or 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'.
- 4.6 In all of these circumstances, for the purposes of the consultation that will be carried out, the line manager will identify the functions, posts and individual staff that will transfer or be affected in accordance with the obligations of TUPE. The line manager must write to the employees affected and the Trade Unions informing them of the intention that employees will transfer, the implications of the transfer and any measures which will be taken in connection with the transfer.
- 4.7 The line manager will then hold one-to-one meetings with individual employees and their Trade Union representative to discuss the implications of the transfer, measures to be taken in connection with the transfer, answer any concerns or queries, discuss possible options and if appropriate, consider personal circumstances. These discussions will be documented and confirmed in writing. Every possible support will be given to employees to understand the reasons for and implications of the transfer and to ensure they have the necessary information with which to prepare themselves.
- 4.8 Formal notice of a transfer will be issued as long before the date of the transfer as possible in order to comply with the obligations of TUPE and this policy. The CCG will make every effort to give up to 3 months' notice of a transfer, where possible. Where 3 months' notice is not possible e.g. because, of the timing of external announcements or decisions of approval, a shorter notice period will be provided after consultation with the CCG's Partnership Forum.

5.0 FIXED TERM CONTRACTS

5.1 Managers must ensure when dealing with the end of fixed term contracts the following stages are undertaken, as part of a redundancy or dismissal procedure, although the procedure may be adapted to different circumstances, for example for a shorter fixed term contract (e.g. less than 3 months).

- **Remind employees.** It is advisable to remind the employees, in writing, a reasonable period before a fixed term contract is due to end. A six month period may be sensible, depending upon the length of contract.
- **Arrange a meeting.** Well in advance of the fixed term contract end date, a meeting should take place with the employee in which they are reminded that the contract is due to end on the given date and the prospect of the contract being renewed or extended is discussed,. If the existing contract cannot be renewed or extended, the employee should be warned of this or any alternative positions discussed.

The employee should say if they wish to be redeployed if an appropriate position can be found. If there is uncertainty over the future of the work, the employee should be given as much information as possible on the prospects of the contract being renewed or extended. The employee should be warned of the risk of dismissal at the end of the term. This meeting should be followed up by a letter which confirms the risk of dismissal at the end of the fixed term.

- **A further reminder before the contract is due to end.** A further meeting with the employee, say three months before the end of the contract, may be appropriate. The employee should be updated on the situation regarding the possibility of renewal, extension or termination of the contract. It should be explained that if the existing contract cannot be renewed or extended or an alternative position secured, the employee will be dismissed on the given date. Again, this meeting should be followed up by a letter.
- **Suitable alternative work.** Any suitable alternative work (same grade, one grade up or down) should be considered and offered to the employee before the end of the employee's current employment.
- **Dismissal.** A reasonable time, at least one month, before the scheduled end of the fixed term contract, a dismissal notice should be sent confirming the expiry of the fixed term contract. This should include information on redundancy pay and the right to appeal There is normally no notice period if employment is expected to end on the date specified in the contract.
- **Redundancy payment.** Employees on fixed term contracts which end are entitled to a statutory or a contractual redundancy payment if they have worked continuously for the CCG for the requisite qualifying period of two years. Whenever a redundancy payment is made, the employee must be given a written statement showing how the payment has been calculated.

- **Appeal.** Fixed term employees have the right to appeal against notice of dismissal on the grounds of redundancy – they may have identified another role that they can do or they may disagree that the role is redundant.

5.2 Managers should consult staff representatives on collective redundancies.

5.3 If a Fixed Term worker is automatically selected, then this is potential unfair dismissal and could amount to less favourable treatment contrary to The Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002.

6.0 Appeals, complaints and joint agreements

6.1 Appeals against the selection criteria for redundancy, or the decision to dismiss an employee by reason of redundancy, will be heard in accordance with the CCG's Grievance Policy. The decision of the Appeal Panel will be final and there will be no further opportunity for recourse to the Grievance Procedure.

6.2 In the event of a complaint about misapplication of the Organisational Change Policy and Procedure, the way that the consultation or redeployment processes have been handled will be dealt with in accordance with the CCG's Grievance Policy.

Appendix A

MOST RELEVANT NHS CONSTITUTION RIGHTS, PLEDGES, DUTIES & EXPECTATIONS

Staff Rights

“Can raise an internal grievance and if necessary seek redress, where it is felt that a right has not been upheld”

“Be involved and represented in the workplace”

- To consultation and representation either through the Trade Union or other staff representatives in line with legislation and any collective agreements that may be in force

“Be treated fairly, equally and free from discrimination”

- You have a right to employment protection in terms of continuity of service for redundancy purposes if moving between NHS employers

Staff Pledges

“The NHS commits to engage staff in decisions that affect them and the services they provide, individually, through representative organisations and local partnership working arrangements. All staff will be empowered to put forward ways to deliver better and safer services for patients and their families”

Staff Legal Duties

- To act in accordance with the express and implied terms of your contract of employment
- Not to discriminate against patients or staff and to adhere to equal opportunities and equality and human rights legislation
- To protect the confidentiality of personal information that you hold unless to do so would put anyone at risk of significant harm
- To be honest and truthful in applying for and carrying out that job.

Expectations

- You should aim to maintain the highest standards of care and service
- You should aim to take up training and development opportunities provided over and above those legally required of your post

Appendix B

GMCSU Equality Analysis Form		
<p>The following questions will document the effect of your activity on equality, and demonstrate that you have paid due regard to the Public Sector Equality Duty. The Equality Analysis (EA) guidance should be used read before completing this form.</p>		
<p>To be completed at the earliest stages of the activity and before any decision making and returned via email to GMCSU Equality Diversity Human Rights Team for Quality Assurance:</p>		
<p>Samina Arfan: samina.arfan@nhs.net Julia Allen: juliaallen@nhs.net</p>		<p>Andrew McCorkle: andrew.mccorkle@nhs.net Rosie Kingham: rosie.kingham@nhs.net</p>
Section 1: Responsibility		EDHR Reference : Your ref:
1	Name & role of person completing the EA:	Employee Relations Team, People Services
2	Service/ Corporate Area	People Services
3	Head of Service or Director (as appropriate):	Andrea Anderson
4	Who is the EA for? Select from the drop down box.	Other
4.1	Name of Other organisation if appropriate	All GM CCGs with the exception of Trafford CCG
Section 2: Aims & Outcomes		
5	<input type="checkbox"/>	To review and update all legacy policies in relation to organisational change which are in existence across the CCGs in GM. To carry out a review of the current policies and compare them to current/up to date employment legislation, best practice, Agenda for Change terms and conditions of service and to ensure they are in line with ACAS best practice.

	What is being proposed? Please give a brief description of the activity.	
6	Why is it needed? Please give a brief description of the activity.	Legacy CCG policies were overdue a review with many being out of dates in terms of legislation and best practice and not fit for purpose given the new CCG organisation/management structures. To encourage a model approach to work performance issues within organisations.
7	What are the intended outcomes of the activity?	Development of new policy will ensure that the policy is legally compliant, incorporates best management practice and that it is aligned with the new governance and organisational structures in the CCG.
8	Date of completion of analysis (and date of implementation if different). Please explain any difference	27/10/2014
9	Who does it affect? Select from the drop down box. If more than one group is affected, use the drop down box more than once.	CCG Staff
Establishing Relevance to Equality & Human Rights		

10	What is the relevance of the activity to the Public Sector Equality Duty? Select from the drop down box and provide a reason.			
	General Public Sector Equality Duties	Relevance (Yes/No)		Reason for Relevance
	To eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by Equality Act 2010	Yes		Open and transparent framework for management of organisational change to be applied to all staff in the CCG in a fair and consistent manner
	To advance equality of opportunity between people who share a protected characteristic and those who do not.	Yes		To apply a consistent framework for the handling of organisational change irrespective of employees personal characteristics
	To foster good relations between people who share a protected characteristic and those who do not	Yes		To encourage an inclusive working culture for all employees fostering dignity and respect in an open and transparent but consistent way
10.1	Use the drop down box and advise whether the activity has a positive or negative effect on any of the groups of people with protected equality characteristics and on Human Right			
	Protected Equality Characteristic	Positive (Yes/No)	Negative (Yes/No)	Explanation
	Age	Yes		Applies consistently to all employees irrespective of age
	Disability	Yes		Applies consistently to all employees irrespective of disability
	Gender	Yes		Applies consistently to all employees irrespective of gender
	Pregnancy or maternity	Yes		Applies consistently to all employees irrespective of pregnancy / maternity

	Race	Yes		Applies consistently to all employees irrespective of race
	Religion and belief	Yes		Applies consistently to all employees irrespective of religion / belief
	Sexual Orientation	Yes		Applies consistently to all employees irrespective of sexual orientation
	Other vulnerable group	Yes		Applies consistently to all employees irrespective of vulnerable group
	Marriage or Civil Partnership	Yes		Applies consistently to all employees irrespective of marriage / civil partnership
	Gender Reassignment	Yes		Applies consistently to all employees irrespective of gender reassignment
	Human Rights	Yes		Applies consistently to all employees
	If you have answered No to all the questions above and in question 10, explain below why you feel your activity has no relevance to Equality and Human Rights.			
	Section 4: Equality Information and Engagement			
11	What equality information or engagement with protected groups has been used or undertaken to inform the activity. Please provide details.			

	Details of Equality Information or Engagement with protected groups	Internet link if published & date last published
	Engaged with staff Forums in some CCGs with membership from a cross section of the workforce including Trade Unions.	
11.1	Are there any information gaps, and if so how do you plan to address them	
12	Complete the questions below to conclude the EA.	
	What will the likely overall effect of your activity be on equality?	Ensure a consistent approach to the management of organisational change. Reduction in the number of complaints of unfair treatment in applying the policy and managing change. Clarity for manager and staff on the management of change.

	What recommendations are in place to mitigate any negative effects identified in 10.1?	
	What opportunities have been identified for the activity to add value by advancing equality and/or foster good relations?	Undertaking Key skills for managers training, staff briefings and workshops in order to ensure the fair and consistent application of the policy throughout the CCG.
	What steps are to be taken now in relation to the implementation of the activity?	Communication of the new policy to all staff and training and briefing sessions, as outlined above
Section 6: Monitoring and Review		
13	If it is intended to proceed with the activity, please detail what monitoring arrangements (if appropriate) will be in place to monitor ongoing effects? Also state when the activity will be reviewed.	
	Policy review date in 2 years time (tracked in People Services Policy review calendar).	

Appendix C

PROTECTION OF PENSIONABLE PAY FOR MEMBER OF THE NHS PENSION SCHEME

There are two provisions under which a member can protect their pensionable pay. Protection of pay through no fault of the member (both Sections of the Scheme). Voluntary Protection of Pay (1995 Section only).

Protection of Pay (through no fault of the member)

If you have at least 2 years “qualifying service” and suffer a reduction in earnings through no fault of your own, you may apply to protect your pension benefits.

Examples of accepted reasons for protection of pay are:

- A change in the nature of the duties performed for example due to ill health.
- A move to a lower paid post because of pending or actual redundancy.
- Being transferred to other employment with an employer.

We can consider protecting pension benefits when redundancy results in a member receiving a lower rate of pensionable pay within 12 months of redundancy. As pension benefits are automatically deferred after a break of 12 months, a member would not need to apply for protection if returning to NHS pensionable employment 12 months or more after being made redundant.

Where pay is to “mark-time” for a specified period, pensions can be protected at the beginning and the end of the mark-time period.

Voluntary Protection of Pay (VPP)

If you choose to step down to a less demanding role where your new or remaining duties are less demanding and carry less responsibility than your previous duties, you may be able to apply for voluntary pay protection.

VPP was introduced from 1 April 2008 to provide more flexibility in the 1995 Section of the Scheme. The provision supports the improving working lives (IWL) initiatives which exist in the NHS and recognises that in the run up to retirement a member may prefer, if possible, to remain in NHS employment, perhaps in a lesser capacity, whilst protecting their pension benefits.

This provision also allows an employer to maintain the valuable knowledge and skills of a member who may otherwise have left the NHS. Any “step down” will therefore be agreed between the employer and the member and the employer will have to provide NHS Pensions with information that the “step down” has been agreed. The provision is also intended for lasting, rather than trivial or short-term reductions in pay.

The provision is not intended for situations where a member leaves one employer and merely joins another on a reduced rate of pay.

The following criteria must be met:

- You are a member of the 1995 Section of the Scheme
- You have stepped down to a less demanding role where your new, or remaining duties are less demanding and carry less responsibility than your previous duties. This must be confirmed by your employer(s).
- Your pensionable pay has reduced by at least 10 per cent for a period of at least one year, beginning with the first pay day on which the reduced pensionable pay was paid, as verified by your employer(s).
- Your pensionable pay has not been subject to any other reductions in the 12 month period before you stepped down, as verified by your employer(s).
- You have applied after 12 months, but within 15 months, of your pensionable pay being reduced.
- You have attained your normal minimum pension age. (Further information about minimum pension age can be found in the Scheme Guide).
- You have attained at least 2 years qualifying membership within the NHS Pension Scheme at the time you step down.
- You have not previously protected your pensionable pay under the Voluntarily Protected Pay provision.

How do I apply for Protection of Pay or Voluntary Protection of Pay?

If you have any queries on whether protection would apply, please initially refer to the Q&A on the NHS pensions website. You should complete the relevant form and send it to your payroll provider/employer.

Your employer will forward all relevant information to NHS Pensions. If you have stepped down between employers, please send the form to the earlier employer. We will need to contact your current employer in order to verify that pay protection applies.

Your employer will communicate the decision to you. However it may take several weeks before you receive a response.

Time limits

Protection of Pay through no fault of the member – requests should be made within 3 months of going on to reduced pay.

Voluntary Protection of Pay – Requests should be made after 12 months, but within 15 months of the pensionable pay being reduced.

You do not need to apply if:

You are only reducing your hours and not your hourly rate of pay. This is because we always use the notional whole time equivalent pay when calculating retirement

benefits. The reduced pay is due to Agenda for Change, as the employer will automatically request protection of pay for you.

If my application is accepted how will my pension be calculated?

If you have one period of protection when you retire, two pensions will be calculated. A pension based on your protected rate of pay* plus inflation increases for membership up to the date of protection and a second pension for membership after that date which will be calculated on your pay* at retirement.

If by retirement the protected pay plus inflation increases is not more beneficial to you, then the whole of your pension benefits will be calculated using your pay* at retirement.

- 1995 Section - The best of the last three years of pensionable pay
- 2008 Section - The reckonable pay, which is an average of the best three consecutive year's pensionable pay in the last ten years.

Remember: In the 2008 section voluntary protection of pay does not apply.