CHANGE MANAGEMENT POLICY

July 2025

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Amendments

Amendments to the policy may be issued from time to time. A new amendment history will be issued with each change.

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| 1.0 |  | This policy is a reviewed policy, including legislative updates. Key changes are listed below. |  |  |  |
|  |  | Section 5 – Values and Behaviours; Section 6: Duties, accountabilities and responsibilities added; 7.1 Statement and Principles section updated to reference different types of organisational change; Section 10.5 – redundancy protection for new parents added |  |  |  |
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# Section A – Policy

# Summary

The Change Management policy sets out the process for managing organisational change, including restructures, transfers and change of base. It includes:

* The process for managing organisational change including principles, duties and accountabilities and a detailed outline of the consultation procedure, including communication and pre-consultation engagement with Social Partnership Forum (SPF)
* The process for filling posts in a new structure
* How colleagues displaced and those at risk of redundancy will be supported to seek Suitable Alternative Employment, and an explanation of what Suitable Alternative Employment (SAE) is
* Information about the redundancy protections in place for pregnant staff and new parents
* An overview of the process for Transfer of Undertaking (TUPE) and similar which may apply in some cases of organisational change
* Information about specific schemes supporting colleague exit that may be run alongside organisational change in some cases, including Mutually Agreed Resignation Scheme (MARS) and Voluntary Redundancy (VR)
* Information about support for staff affected by organisational change

# 1. Introduction

The Humber and North Yorkshire Integrated Care Board (‘the ICB’) aims to provide all employees with the secure employment; however, changing internal and external needs will sometimes necessitate changes to staffing levels, structures, roles and ways of working. This policy provides a clear process to follow when implementing change which will ensure change is managed in a way that is sensitive, compassionate, consistent, fair and in line with statutory requirements, Agenda for Change (AfC), and best practice. The ICB is committed to minimising the impact of change on employees and wherever possible avoiding redundancy, through redeployment and pay protection.

# 2. Purpose

The purpose of this document is to set out the ICB’s approach to the management of organisational change and the procedures that should be followed by managers of major change in order to effectively support staff and assure patient outcomes. Where national change management processes apply, these will supersede local arrangements.

# 3. Definition / explanation of terms

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

**Agenda for Change**(AfC) means the National Health Service (NHS) grading, pay system and contractual terms and conditions for NHS staff, with the exception of doctors, dentists, and some senior managers.

**Affected by Change** means staff who are affected by the change e.g. change of line manager, changes to responsibilities but are not at risk of redundancy.

**At Risk** means staff whose posts may potentially be redundant as a result of organisational change if Suitable Alternative Employment cannot be found.

**Continuous Service** means the duration of a colleague's part time or full time employment with the ICB or any previous recognised NHS employer. It is used to determine how much service is taken into account when calculating sickness absence pay, redundancy pay, contractual maternity/ paternity/ adoption leave and pay and annual leave. How continuous service is defined, whether 'one week continuous service', 'three months' continuous service' or 'twelve months' continuous service', depends on which of these benefits is being calculated.

The 'one week continuous service' date is of particular relevance to the redundancy pay calculation. It is the date from which a colleague has continuous service with the NHS with either no break or a break of less than a week (Sunday to Saturday) between employments and determines eligibility for redundancy informed by the provisions of the Employment Rights Act 1996, and the [NHS Terms and Conditions of Service Handbook | NHS Employers](https://www.nhsemployers.org/publications/tchandbook). For further details on continuous service dates, see also [Starting Salaries and Reckonable Service Policy](https://humberandnorthyorkshire.icb.nhs.uk/wp-content/uploads/2022/09/Starting-Salaries-and-Reckonable-Service-Policy.pdf).

**COSOP** means Cabinet Office Statement of Practice. It is a non-statutory policy within the public sector that outlines how staff transfers should be handled, particularly in relation to pension arrangements, to ensure continuity of employment and fair treatment, especially when TUPE (the Transfer of Undertakings (Protection of Employment) Regulations) legislation may not fully apply. National NHS guidance should be referred to if COSOP applies.

**Displaced** means involuntary loss of current role, due to organisational change. Displacement occurs at stages 1 and 2 of the process for filling posts (see section 10) prior to the member of staff being formally placed 'at risk', which may take place following stages 1 and 2, (or 2a as applicable) if Suitable Alternative Employment is not found.

**Downgrading** means where a post to which an employee is appointed, irrespective of its banding, carries an hourly rate lower than that for the previous post held or 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 (see [Pay Protection Policy](https://humberandnorthyorkshire.icb.nhs.uk/wp-content/uploads/2022/07/ICB-Pay-Protection.pdf%20)).

**HR1** means the legal document that UK employers must complete and submit to the Insolvency Service when they are proposing collective redundancies. The purpose of the document is to notify the government and initiate consultation procedures to protect employees' rights during the redundancy process.

**Mutually Agreed Resignation Scheme** (MARS) means a scheme under which an individual employee, in agreement with their employer, chooses to leave employment in return for a severance payment. MARS is different from redundancy.

**Organisational Change** means any NHS or management-initiated change in the organisation of the ICB. Organisational changes may 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 AfC, best practice and legal requirements and aims to provide a framework for common understanding for managers, staff and trade unions. More examples of types of organisational change are outlined in section 7.1.

**Pay Protection** means a period of time during which a colleague is paid their previous salary in order to allow them to prepare for a reduction of earnings or secure an alternative role at the previous salary (see [Pay Protection Policy](https://humberandnorthyorkshire.icb.nhs.uk/wp-content/uploads/2022/07/ICB-Pay-Protection.pdf%20%20%20)).

**People Impact Assessment** means a tool used to match existing roles to new roles to identify if employees are entitled to a slot in or a ring fence.

**Promotion** means when a colleague moves to a post which carries a higher rate of pay than that which applies to the previous post held.

**Reckonable Service** means previous service with a recognised NHS organisation that can be taken into account when calculating sickness absence pay, redundancy pay, contractual maternity/ paternity/ adoption leave and pay and annual leave. The amount of Reckonable Service will depend on any breaks in service and how long these breaks were. At the ICB’s discretion any period of employment outside the NHS which is relevant to NHS employment may be counted as reckonable service from the point at which the colleague's contract of employment is in effect (see [Starting Salaries and Reckonable Service Policy](https://humberandnorthyorkshire.icb.nhs.uk/wp-content/uploads/2022/09/Starting-Salaries-and-Reckonable-Service-Policy.pdf%20) and Part 3, Section 12 and Annex 1 of [NHS Terms and Conditions of Service Handbook | NHS Employers](https://www.nhsemployers.org/publications/tchandbook).

**Redeployment** means the appointment of displaced or at risk staff into a suitable alternative post. The redeployment process is outlined within the ICB's [Redeployment Policy](https://humberandnorthyorkshire.icb.nhs.uk/wp-content/uploads/2022/09/ICB-Redeployment-Policy-EIA.pdf%20).

**Redeployment and At Risk Register** means a register centrally held by the HR Team where a list of displaced / at risk staff is collated and matched against potentially suitable alternative roles which become available.

**Redundancy** means when a role is no longer needed, which can lead to dismissal if Suitable Alternative Employment is not secured.

**Ring fencing** means the process by which staff who are displaced are identified for consideration 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.

**Similar** means, for the purposes of this policy, a post which is at least 70% the same as an existing role.

**Slotting In** means the process by which staff who are displaced are confirmed into a post in a new structure which is similar to their current post and where that individual is the only contender for that post.

**Social Partnership Forum (SPF)** means a forum which provides a regular and formal means of information, consultation and negotiation between managers and elected trade union representatives.

**Suitable Alternative Employment** **(SAE)** means an equivalent post defined in terms of pay, working hours, status, grade, duties and responsibilities, location and location allowances. It must be suitable to personal circumstances, skills and experience. It may be on any site operated by the ICB subject to individual travel considerations. It can be one pay band higher, one band lower or the same pay band.

**TUPE** means the Transfer of Undertaking (Protection of Employment) Regulations 2006 Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.

# 4. Scope of the policy

This policy applies to all staff substantively employed by the ICB with Agenda for Change (AfC) terms and conditions of employment, Very Senior Managers (VSM) and colleagues on other local terms and conditions, for example as employed Clinical Leads. This includes those who are seconded out to another organisation and those on long term leave (e.g. maternity leave, adoption leave, shared parental leave, long term sickness absence, career break/ sabbatical).

Staff who are on fixed term contracts may be in scope, in accordance with [The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002](https://www.legislation.gov.uk/uksi/2002/2034/contents)

and as outlined within individual change management processes, which will be clearly communicated at the time of consultation.

This policy does not apply to staff employed elsewhere and seconded into the ICB (those staff are the responsibility of their substantive employer) or to agency staff.

# 5. Values and behaviours

This policy has been developed in the context of the ICB's values and behaviours. The principles and processes set out in this policy are designed to align with those values and behaviours.

# 6. Duties, accountabilities, and responsibilities

All staff must work in accordance with this policy and procedure, treating all colleagues fairly and equitably and ensuring that no member of staff is discriminated against on the grounds of contractual status, caring responsibilities, or any protected characteristic as defined by the Equality Act including ethnic origin, nationality, race, disability, sex or transgender reassignment status, marital or civil partnership status, age, religion or belief, sexual orientation. All staff must ensure they complete the statutory / mandatory training in Equality and Diversity.

6.1. The Chief Executive has overall accountability for the management of the application of this policy and will be responsible for ensuring that the policy and procedure in place adheres to legislation.

## 6.2 Executive Director of People

The Executive Director is responsible for the administrative co-ordination of this policy and application in accordance with established good practice and legal requirements.

## 6.3 Managers

**6.3.1. Executive Directors** are critical to the effective leadership of the change management process, providing strategic leadership through complex periods of change

**6.3.2 Managers leading change** are responsible for the design and delivery of the change process and must:

* carry out early engagement with stakeholders taking into account valuable insight from those with knowledge and experience of the areas likely to be impacted
* Seek advice at an early stage from HR
* Produce a clear consultation document, 'The Business Case for Change’ which, once finalised following feedback from Social Partnership Forum should not be revised or changed unless through mutual agreement
* Regularly brief staff in accordance with the agreed communication plan and ensuring that those less directly impacted also receive appropriate and meaningful communications about the proposals
* Provide timely information to staff and trade unions so that they are able to make meaningful contributions to the consultation process, including inviting Trade Unions to consultation meetings with the support of HR
* Ensure that consultation is meaningful, approaching it with an open mind and considering all feedback received for use in changes to proposals as appropriate

**6.3.4 Managers with line management responsibility** are critical to the change management process and are responsible for:

* Keeping up to date with briefings in relation to the change management process including reading updated Frequently Asked Questions and supporting the staff they line manage to understand how these relate to them
* Informing and engaging their team regarding proposed changes, including employees who are absent from the organisation (i.e. on maternity, adoption leave, paternity leave, shared parental leave, neonatal care leave, long term sick leave, career breaks, secondments - this list is not exhaustive), in accordance with communication guidance shared by HR and managers of change
* Providing support to colleagues they manage, maintaining confidentiality at all times and recognising the sensitive nature of change for individuals
* Understanding the need for change and how people respond to change and supporting managers of change to ensure the change process is as positive as it can be
* Liaising with HR at an early stage regarding any concerns they have in relation to the dignity and respect of their staff and the potential for discrimination as a result of a change management process. Full consideration should be given in relation to reviewing existing reasonable adjustments or making new reasonable adjustments at any stage of the change management process, including when considering the suitability of alternative employment for an individual and in the arrangements for filling posts. All managers are required to support the ICB’s commitment to creating an inclusive work environment, through ensuring reasonable adjustments are in place for those who require them. More details on how to do this are included the [Workplace Adjustments](https://nhs.sharepoint.com/sites/02Y_HNYICBIntranet/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2F02Y%5FHNYICBIntranet%2FShared%20Documents%2FHealth%2C%20wellbeing%20and%20staff%20network%20offers%2FWorkplace%20adjustments%20V1%2E4%2Epdf&parent=%2Fsites%2F02Y%5FHNYICBIntranet%2FShared%20Documents%2FHealth%2C%20wellbeing%20and%20staff%20network%20offers) guide which can be found on the intranet
* Ensuring that changes, once implemented, are embedded and that benefits are realised at the earliest opportunity

## 6.4 Staff

The active engagement of staff is essential to successful change. Staff must:

* Actively participate in all forms of communication to ensure they are fully aware and informed about the proposed changes and their implementation. This includes reading updated Frequently Asked Questions and providing feedback through the available mechanisms and methods shared as part of the specific organisational change process
* Give full consideration to any suitable alternative employment opportunities made available to them and in identifying new career opportunities; particularly if they are at risk of redundancy
* Initiate and complete where appropriate any paperwork in relation to protecting pensions entitlements, particularly where pay protection applies (see section 10 and [Pay Protection Policy](https://humberandnorthyorkshire.icb.nhs.uk/wp-content/uploads/2022/07/ICB-Pay-Protection.pdf%20)
* Continue to perform their role professionally during times of change

In addition staff are encouraged to:

* Be open-minded when considering reasonable changes
* Make full use of support available
* Check the accuracy of their information held on the Electronic Staff Record System (ESR) and make amendments via Employee Self Service or where not possible, notify HR via the HR inbox

## 6.5 Human Resources

* The Human Resources (HR) Team is responsible for leading on the development, implementation, and review of the policy, ensuring it is updated as required
* The HR team will support all in the equitable, transparent and consistent application of this policy
* The HR team will provide expert advice and guidance on the application of this policy
* HR will support the manager leading change in the development of the consultation document, Integrated Impact Assessment (IIA) and the development of a communication plan to support the consultation process, alongside Communications colleagues

## 6.6 Internal Communications

* Internal Communications colleagues will work as part of the project management team, led by the manager leading change and supported by HR, to develop a communications plan to support the consultation and change process. This plan should provide clear, accurate and timely information to those directly affected and as appropriate, those indirectly affected by change

## 6.7 Trade Unions

* Trade Union representatives will contribute to the development of proposals with a view to reaching a mutually acceptable solution to internal and/or external challenges
* They are responsible for supporting effective communication regarding organisational change
* They are responsible for ensuring on behalf of their members that this policy and procedure is adhered to; and that all practices are equitable, transparent and consistently applied
* Trade Union representatives must fully participate in consultation processes in line with our principles of partnership working by understanding the need for change and considering the proposals/solutions
* The key mechanism for addressing concerns raised by Trade Union representatives regarding the application of this policy and working towards mutual agreement will be via the Social Partnership Forum

## 6.8 Responsibilities for approval

This policy must be approved at the Executive Committee.

# 7. Section B – Change Management Procedure

## 7.1 Statement and principles

Organisational change is driven by the business needs of the ICB and can be initiated by the external environment or by an internal review of organisational requirements. The list below provides examples of when this policy applies:

* National and local policy implementing on organisational form and structure.
* Departmental restructuring/ reorganisation and developing the organisation to ensure it is performing effectively
* Transfer of a service in or out of the organisation under the appropriate transfer mechanism, for example – TUPE or COSOP
* Changes which affect the terms and conditions of employment, such as job description, hours, pay, location

During any organisational change, a fair and equitable process will be followed. The process will be determined in line with this policy depending on the circumstances of the change and additional information on process design is provided in Appendix 2.

Reasonable minor changes and adjustments to duties and working practices may be implemented without recourse to the formal procedures in this document.

A minor change is:

* Job description - change of job title and/or change of line manager

Changes to an employee's contractual terms and conditions of employment include:

* Job Description (where more than a minor change as outlined above)
* Working hours or working pattern
* Pay
* Location or Contractual base

These changes can significantly affect employment contracts, so consultation is required, and mutual agreement is important to avoid subsequent claims of breach of contract or constructive dismissal. Any situation which may lead to redundancy will not be deemed to be a minor change.

The ICB is committed to the following principles for managing organisational change:

* the ICB will work in partnership with the Trade Union and Staff Organisation representatives from the earliest stage possible as part of 'pre - consultation' or 'early engagement
* Staff will receive notice of any organisational change which may affect their futures at the earliest opportunity
* Staff will be considered against their substantive post and existing contractual arrangements throughout the organisational change process
* Staff 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
* Staff will have the right to be accompanied by a Trade Union representative or workplace colleague at formal meetings to discuss the organisational change
* Requests by the employee for additional support at any individual meetings should be considered on an individual basis e.g. where disability is involved and familiarity with the impairment or the individual or specialist input would be beneficial
* The ICB will consider all reasonably practicable steps to avoid compulsory redundancies in change processes where this may be applicable
* The ICB strives to provide appropriate training and development and career support during change
* Staff will have access to the ICB's health and wellbeing offers, which can be accessed via the intranet

# 8. Consultation

## 8.1 Purpose of Consultation

In accordance with legislation and the partnership working principles of the NHS, the ICB is committed to meaningful and appropriate consultation with Trade Unions and staff affected by the organisational change.

There will be times when organisational change will need to proceed without a consensus being reached on all issues.

The purpose of the consultation is:

* 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 ICB 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 under discussion

## 8.2 Consultation Procedure

* With support from HR, managers leading change will usually be required to prepare a consultation document (often referred to as the 'Management of Change Business Case') in accordance with good employee relations practice. It will be presented at the SPF meeting prior to any consultation commencing and shared with SPF members one week in advance of the meeting
* Early engagement with stakeholders is required on the development of the consultation document
* In the case of a TUPE process, the format of the information required to engage and consult will be determined in partnership with SPF

## 8.3 Time Periods for Consultation

The timing of the consultation will be determined in response to the factors which are driving the need for change and the extent of consultation will be proportionate to the degree of proposed change, the number of staff affected and the impact on individuals.

In all cases the ICB will allow sufficient time for meaningful consultation with staff and their representatives. In exceptional circumstances where changes need to be made very quickly, the Trade Unions will be briefed as soon as practicably possible, in line with SPF Terms of Reference and the verbal briefing will be followed by a written brief.

Where the consultation is in relation to a changes to an employee's contractual terms and conditions of employment, as outlined in section 7.1, reasonable consultation with the individual will be required.

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

* where 20 - 99 redundancies are proposed then consultation should commence at least 30 calendar days before the first redundancy takes place
* where 100 or more redundancies are proposed then consultation should commence at least 45 calendar days before the first redundancy takes place
* Where the change proposal does not include a collective redundancy scenario, the consultation period will typically run for 30 calendar days
* The ICB makes the commitment that where multiple business units are affected by change, we will run consultations concurrently where possible and that we will count the number of redundancies across the organisation's footprint when determining the period of consultation.

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 and to ensure meaningful consultation takes place. Such requests will not unreasonably be refused, and where they cannot be accommodated a reason will be given.

Where TUPE applies, see section 13 for timescales.

## 8.4 Consultation with the Trade Unions

Trade Unions play a vital role in advising and representing staff undergoing organisational change and in working with managers to ensure that organisational change is managed with the least disruption.

Early informal, or ‘pre consultation’ with the Trade Unions is encouraged and should occur where possible. Meaningful pre-consultation often leads to an agreed shorter formal consultation time and greater staff satisfaction with the process.

Formal consultation (see section 8.2 and 8.3 above) 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. Ongoing discussions with the local accredited representatives will continue throughout the consultation and implementation stages of change.

Where required, the ICB will agree appropriate additional paid facility time with our Trade Union representative members, to ensure they are able to fully participate in this process. This will take the form of ongoing discussions with the local accredited representatives.

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

* + 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 ICB 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 (see section 16, [NHS Terms and Conditions of Service Handbook | NHS Employers](https://www.nhsemployers.org/publications/tchandbook))
  + 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
  + the HR1 in advance of it being submitted to the Insolvency Service.

## 8.5 Group Consultation

Each member of staff affected by the organisational change proposal will be invited to the consultation launch meeting held to announce the proposed change and explain the consultation process which will follow. After this meeting, all staff who are affected by the proposed change will be provided with a copy of the consultation document. This meeting will be recorded and a link to the recording shared with all staff affected by the proposed change and their line managers. 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.

Regular updates and frequently asked questions may be made available to staff through agreed communication mechanisms throughout the formal consultation period. Throughout this period staff should be encouraged to discuss their concerns and queries with their line manager and Trade Union representatives.

## 8.6 Consultation with Individual Staff

Employees affected by the proposals are able to request a formal or informal 1:1 meeting with their line manager to discuss the proposals and how they may impact on their personal circumstances. The informal 1 to 1 meeting is with the individual’s line manager whereas the formal 1 to 1 meeting will be with their line manager, with the right to be accompanied by a Trade Union representative or work colleague and is supported by a HR representative.

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.

It is recognised that staff may require time to consider and respond to the consultation and will therefore be made aware of their right to submit written feedback in accordance with the mechanisms identified in the consultation paper.

## 8.7 Staff Who are Absent from Work

Staff who are absent from work for any reason including maternity leave, adoption leave, shared parental leave, paternity leave, neonatal care leave, long term sick leave, career breaks, secondment to another organisation (this list is not exhaustive) have the same right to be consulted with as other employees. They will be sent a copy of the consultation document and any other documentation and any other associated documentation such as Frequently Asked Questions, to their home address/agreed correspondence address, by their line manager so that they can participate in the consultation process and should be offered the opportunity to discuss the documentation further.

## 8.8 End of Consultation

At the end of the consultation period the manager leading the change will give full consideration to all comments received from staff and the Trade Unions and will make a decision on the way forward. A written report will be provided to Trade Unions covering the change process to be followed and the timeframe at the SPF meeting, following which this will be shared with staff. For examples of what might be included in the outcome report, see Appendix 2.

# 9. Managing Structural Change

In response to a variety of potential internal and external factors the ICB may be required to carry out a restructuring process, in order to ensure that it is performing effectively. This may be limited to individual teams or directorates, but which may also potentially include the whole workforce. This section should be read in conjunction with the Change Management Procedure (Section 7) and Consultation Procedure (Section 8).

In the case of a restructure, 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 prior to consultation launch, to support a meaningful consultation.

Following the outcome the consultation, the implementation phase will commence. The process for filling posts in the revised or new structure will be carried out as outlined in Section 10 and Appendix 2.

During a time of restructuring, individual requests for job re-banding within the relevant team/ department/ whole organisation that is affected by this change will be suspended. The timing of this will be agreed in conjunction with SPF.

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. Individuals are required in this circumstance to reapply for their preferred working pattern through the [Flexible Working Policy](https://humberandnorthyorkshire.icb.nhs.uk/wp-content/uploads/2022/07/ICB-Flexible-Working-Final.pdf%20).

# 10. The Process for Filling Posts in the New Structure

## 10.1 Stages One to Three

There will be three stages in the process for filling posts in a new structure, during which staff will be considered against their substantive post and existing contractual arrangements (see Appendix 2).

* + - **Stage One -** Posts in the new structure are filled either by slotting in or by ring fencing
    - **Stage Two** - Any posts that remain vacant in the new structure following Stage One will be opened up to access by displaced staff for whom the post is considered potentially suitable alternative employment. This could include ring fencing to a specific department in the first instance. If so, this will be referred to as Stage Two (a) and posts that remain vacant after Stage Two (a) will be available at Stage Two (b) to displaced staff from other departments and on the 'Redeployment and At Risk Register'. Where transformational change applies to the whole organisation, Stages Two (a) and Two (b) will not be separate

* + - **Stage Three -** Any posts that still remain vacant after Stage One and Stage Two (including Stage Two (a) and Stage Two (b) where applicable) will be reviewed against the 'Redeployment and At Risk Register,’ with priority given to ICB employees at risk of redundancy, followed by employees on the register for another reason and then internal employees. The posts may then be advertised to NHS staff who are at risk of redundancy if the organisation is participating in any local/regional clearing house schemes. If not, posts may be advertised internally and/or externally, in line with the normal recruitment process

## The three stages may run concurrently but priority will still be implemented in this order to ensure that all reasonably practicable steps will be taken to avoid compulsory redundancies (See Appendix 2).

## 10.2 Appeals Regarding Filling of Posts

* + - Employees have the right to appeal 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 (See Appendix 2). Employees shall have 10 working days from the date of the letter to submit an appeal in writing to the appointing manager. The appeal shall be considered by an Impartial manager equal to or above the change manager via an appeal panel and shall be responded to within a timely manner.
    - Employees should only be turned down for posts as part of the filling of posts process, where they fail to meet the essential criteria or where others who are displaced 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). Statutory protections, as outlined in section 10.5, should also be taken into account, where applicable. Any member of staff who is not appointed to a post in the new structure will be offered post-interview feedback and further support where appropriate and has the right to appeal via local grievance procedures.

## 10.3 Staff at Risk

When changes in staffing levels or skill mix are proposed which will lead to a reduction in the numbers of staff employed in particular grades, occupational groups or specialties, the manager leading change will identify the individual staff or pool of staff who are at risk of redundancy as a result of the changes in line with the agreed criteria. This will be following stage 2 (or following 2a, where stage 2 has been split into 2a and 2b). Staff who are acting up or on a secondment will be placed in the pool relating to their substantive post.

Staff will be invited to a meeting(s) with their manager and Trade Union representative or work colleague to:

* explain why they are at risk of redundancy
* formally place the individual at risk
* discuss how the proposed changes affect the individual
* discuss ideas for avoiding redundancy dismissals, reducing the number of Staff at risk who are made redundant and mitigating the consequences of any redundancy dismissal
* explore/ continue to explain and explore the possibility of redeployment, through the identification of suitable alternative employment
* explain the arrangements for protection of pay and terms and conditions where applicable
* offer support and assistance including health and wellbeing support which can be accessed via the intranet
* discuss any other relevant issues and processes which may include providing a redundancy payment estimate if requested

Staff will have their status updated to at risk on the 'Redeployment and At Risk Register,' with priority for:

1. Roles that remain unfilled following stage 1 and 2 or stages 1 and 2a (where stage 2 has been split into 2a and 2b)
2. Priority will be given to those who are within their redundancy notice period over employees who are on the register for other reasons e.g. pay protection
3. Recruitment to ICB roles that are outside a current restructure

Following the meeting, staff 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.

Once financial approvals of redundancy have been received from Remuneration Committee, and NHSE regional team and where necessary national approved the individual will be served their notice of redundancy in accordance with their contractual notice period.

**Clearing House**

In the case of significant change which spans a number of NHS organisations, the ICB will endeavour to reach an agreement with those organisations regarding the establishment of redeployment opportunities. The agreement will contain a commitment to equality of opportunity for all staff who will then have the same access to opportunities and vacant posts with any of the organisations.

Staff at risk will be required to register with NHS Jobs and apply for suitable posts within the NHS. The HR Team will use the full functionality of NHS Jobs (including “internal only” and “restricted vacancy” functionality) to support redeployment of staff at risk.

Staff at risk will be given prior consideration for other posts that are or become vacant in the ICB and, subject to the arrangements regarding suitable alternative employment and trial periods, they will remain on the Redeployment and At Risk Register until their last day of service or until successful redeployment.

The organisation is committed to employee development and promoting security, continuity and stability of employment for employees as far as possible. All reasonable steps will be taken to retain the skills and experience of employees by appropriate retraining, developing or redeploying employees wherever possible when change has become necessary.

## 10.4 Suitable Alternative Employment

Suitable alternative employment will be a post defined in terms of pay, working hours, status, grade, duties and responsibilities, location and location allowances. It must be suitable to the individual’s personal circumstances, skills and

experience. It may be on any site operated by the ICB subject to individual travel considerations. It can be one pay band higher, one band lower or the same pay band. Staff at risk will be given prior consideration for suitable posts in line with their skills, experience and capabilities and where appropriate will receive protection of pay (see [Pay Protection Policy](https://humberandnorthyorkshire.icb.nhs.uk/wp-content/uploads/2022/07/ICB-Pay-Protection.pdf%20)). Identification of suitable alternative employment will be carried out in accordance with the [Redeployment Policy](https://humberandnorthyorkshire.icb.nhs.uk/wp-content/uploads/2022/09/ICB-Redeployment-Policy-EIA.pdf) and associated guidance and documentation.

Where there are insufficient numbers of vacant posts within the ICB, the HR Team will endeavour to identify suitable redeployment opportunities within the wider NHS and draw these to the attention of the staff.

Staff are reminded that obtaining suitable alternative employment with the ICB, or another NHS employer, will mean that they are not entitled to a redundancy payment (see section 16 of [NHS Terms and Conditions of Service Handbook | NHS Employers](https://www.nhsemployers.org/publications/tchandbook))

In considering Suitable Alternative Employment priority will be given to staff with a Contract of Employment with the ICB.

If the individual is offered the post when they have been formally been placed at risk of redundancy, this will be treated as an offer of suitable alternative employment and a trial period will apply.

Staff who unreasonably refuse an offer of suitable alternative employment may lose their right to a redundancy payment.

**10.5 Suitable Alternative Employment** **-** **Redundancy Protection for Pregnancy and New Parents**

Pregnant employees and some new parents have special protection in a redundancy situation. The 'redundancy protected period' is the length of time an employee has redundancy protection. The length of the protected period depends on either the type of leave the employee is taking and when an employee tells their employer that they are pregnant.

If there are any suitable alternative vacancies, an employer must offer them to employees who have this redundancy protection.

Anyone who has this redundancy protection has priority over other employees. This applies even if other employees are also suitable.

There might not be enough suitable vacancies for everyone who has this redundancy protection. The employer will have to decide who is most suitable for the roles they have. This might include considering an employee's:

* skills
* job knowledge
* experience

Where this situation arises the ICB will explain in writing what criteria they will use to make their decision and why.

If an employee is not offered a suitable vacancy, a meeting will be held with them to discuss the decision.

**10.5.1 Pregnancy and Maternity**

The redundancy protected period during pregnancy and maternity starts when an employee tells their employer they are pregnant and ends 18 months from the exact date the baby is born. If an employee does not tell their employer the exact date, the protected period ends 18 months from the expected week of childbirth. This protection applies across all three stages of filling roles in a new structure.

**10.5.2 Stillbirth or Miscarriage**

The redundancy protected period during pregnancy and maternity starts when an employee tells their employer they are pregnant

If there is a stillbirth or miscarriage, within the first 24 weeks of pregnancy, the redundancy protected period ends 2 weeks from the end of the pregnancy.

If a child is stillborn after 24 weeks of pregnancy, the redundancy protected period ends 18 months from the date of the birth.

**10.5.3 Adoption Leave**

The redundancy protected period starts on the day someone's adoption leave begins.

It ends 18 months from either:

* the date the adoption placement starts
* the date the child enters England, Scotland or Wales, if it's an overseas adoption

**10.5.4 Shared Parental Leave**

The redundancy protected period starts on the day a period of shared parental leave begins.

If an employee takes:

* less than 6 weeks leave – the protected period ends on the last day of the block of leave
* 6 weeks or more of continuous leave – the protected period ends 18 months from the date of the child's birth

If the employee takes discontinuous leave, the redundancy protected period finishes at the end of each period of shared parental leave.

An employee who has already taken adoption or maternity leave will have the redundancy protected period for that specific type of leave.

**10.5.5 Neonatal Care**

If the employee has taken 6 consecutive weeks of neonatal leave they will have additional protection from redundancy.

This redundancy protected period is for:

* 18 months from birth for birth parents and intended parents in a surrogacy
* 18 months from the day the child is placed for adoption
* 18 months from the day the child enters Great Britain for overseas adoptions

## 11.0 Trial Periods and Training

A trial period will only apply to Staff who have been formally placed at risk and where a formal offer of suitable alternative employment has been made. This also includes those staff who have been offered SAE whilst pregnant, taking maternity leave, taking adoption leave, taking shared parental leave or taking neonatal care leave (see Section 10.5)

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

Where staff 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 where 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.

The trial period will normally last for four weeks but may be extended by mutual agreement in special circumstances, including where a member of staff requires additional training and development.

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 at risk will be considered for other suitable alternative employment if available which will be subject to the same arrangements including a trial period.

# 12. Redundancy

## 12.1 Definition of Redundancy

To assist in the delivery of necessary change and to achieve efficiencies, both voluntary or compulsory redundancy schemes may be required. Staff may be subject to redundancy proceedings if any of the following apply, in accordance with the Employment Rights Act 1996 definitions as described:

* The ICB has ceased or intends to cease to carry on the business for the purposes of which the employee was so employed
* The ICB has ceased, or intends to cease, to carry on the business in the place where the employee was so employed
* The requirements of the ICB for employees to carry out work of a particular kind has ceased or diminished or are expected to case or diminish
* The requirements of the ICB for the employees to carry out work of a particular kind, in the place where they were so employed, has ceased or diminished or are expected to cease or diminish

In considering any measures to avoid compulsory redundancies, including requests for voluntary redundancy via a formal voluntary redundancy programme where applicable, operational efficiency and service needs must be taken into consideration.

**Voluntary Redundancy**

If a member of staff volunteers for redundancy, approval of the request will be subject to the needs of the service and the cost implications, where a Voluntary Redundancy scheme is being run. Care must be taken to ensure that decisions are based on sound organisational reasons and do not breach equality legislation.

## 12.2 Redundancy Arrangements

Where redundancy applies to an individual, notice of redundancy will be given in accordance with their contract of employment, once all required financial approvals have been received.

They will continue to be listed on the ICB’s Redeployment and At Risk Register until their contract ceases or they are successfully redeployed. During this period, the line manager will agree with the member of staff what work they are to undertake.

Their employment will be terminated on the grounds of redundancy if no suitable alternative employment can be found or if a trial period is unsuccessful.

The terms under which a redundancy payment and/or early retirement benefit are payable are available in section 16 of [NHS Terms and Conditions of Service Handbook | NHS Employers](https://www.nhsemployers.org/publications/tchandbook).

* Some staff may be subject to locally-agreed contractual arrangements in respect of redundancy which will need to be honoured.
* In some circumstances tax benefit may be applied to the payments. Individuals should source independent financial advice.

Staff will not be entitled to redundancy payments/early retirement benefit 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 ICB or other NHS employer
* unreasonably refuse to accept or apply for 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

Staff whose employment is subject to a TUPE transfer will not be redundant and therefore will not be entitled to redundancy payments/early retirement benefit on the grounds of redundancy.

For further information please refer online to Part 3, Section 16, of [NHS Terms and Conditions of Service Handbook | NHS Employers](https://www.nhsemployers.org/publications/tchandbook) or NHS Pensions, or seek further advice from the ICB’s HR department or your trade union.

The manager will liaise with HR in order to obtain details of redundancy entitlements and other aspects of the redundancy process. The manager will provide, in writing, the individual and their trade union representative with the following details:

* + 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 not normally be given, unless there are compelling reasons to the contrary and approved on a case by case basis. The date of early release will then become the revised date of redundancy for the purpose of calculating any entitlement to a redundancy payment

## 12.3 Clawback of Redundancy Payment

Staff will be required to repay their redundancy payment if they start employment with another NHS employer as follows:

* **Agenda for Change** within 4 weeks of the redundancy. This is in line with section 16 of [NHS Terms and Conditions of Service Handbook | NHS Employers](https://www.nhsemployers.org/publications/tchandbook)

**Very Senior Managers** within 12 months of the redundancy (with an exception if the employment is for a period of 15 days or less). This is in line with section 5.18-5.20 of the NHS Standard Contract, further information can be found  [https://www.england.nhs.uk/wp-content/uploads/2022/03/04-full-length-standard-contract-22-23-general-conditions.pdf](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.england.nhs.uk%2Fwp-content%2Fuploads%2F2022%2F03%2F04-full-length-standard-contract-22-23-general-conditions.pdf&data=05%7C01%7Cjayne.taylor43%40nhs.net%7Cf4c490c75328473ae1be08db73d1116d%7C37c354b285b047f5b22207b48d774ee3%7C0%7C0%7C638231113988753158%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=IyLrsYocRMmLWjV4e%2Bj%2BFJax5wGMoZVsHiOpr5gumPc%3D&reserved=0)

# 13. Transfer of Undertakings (TUPE)

## 13.1 Transfer of Services and Staff

Transfer of Undertakings (Protection of Employment) Regulations (TUPE) protects employee's terms and conditions of employment when the service or business is transferred from one employer to another or when a service provision change takes place. TUPE applies in contracting out scenarios, retendering and where the services are brought back into the NHS.

Where a service transfers to a new organisation, or into the organisation, employees assigned to the services which are subject to the transfer may transfer in accordance with TUPE, where this applies, or under The Cabinet Office Statement of Practice (COSOP) which mirrors TUPE, or other appropriate transfer mechanism, where there is no statutory entitlement to TUPE, TUPE applies in contracting out scenarios, retendering and where the services are brought back into the NHS. Further details of the process relating to TUPE can be found under Appendix 3.

Where there is a proposal to transfer services and staff to a different employer, there will be consultation with the trade unions and impacted staff at the earliest opportunity, allowing time to inform and fully consult before the transfer. Further details of the process relating to TUPE can be found under Appendix 3.

# 14.Support for Staff

All staff affected by the organisational change will be encouraged to seek the advice and support of their trade union. Relevant support will be available and depending upon the nature of the change, may include:

* the provision of appropriate training and development and career support during change
* support from the health and wellbeing services available on the intranet
* time to meet with recognised trade union representatives to discuss the change
* further assistance to staff who are at risk of redundancy will include reasonable time off to seek other employment in accordance with section 16 of the [Other Leave Policy](https://humberandnorthyorkshire.icb.nhs.uk/wp-content/uploads/2022/09/ICB-Other-Leave.pdf)
* placement on the ICB’s Redeployment and At Risk Register via the HR Team

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

# 15. Mutually Agreed Resignation Scheme (MARS)

MARS is a scheme under which an individual employee, in agreement with their employer, chooses to leave employment in return for a severance payment. Mutually agreed resignation is not a redundancy or a voluntary redundancy. Severance payments should not be made where the circumstances entitle an employee to a contractual redundancy payment or redundancy benefits under the NHS Pension Scheme Regulations

There may be a risk of a future redundancy claim if an employee is paid

under MARS when their post is in fact redundant.

A mutually agreed resignation is viewed as being a voluntary resignation on the part of the individual employee, in return for a severance payment. As there may be significant financial implications, employees may wish to seek advice from a regulated financial advisor (See section 20 of [NHS Terms and Conditions of Service Handbook | NHS Employers](https://www.nhsemployers.org/publications/tchandbook) for further information).

# 16. Appeal Process

Any complaints against the misapplication of this policy, including the way that the consultation or redeployment processes have been handled and selection criteria for redundancy the decision to dismiss an employee by reason of redundancy or against the offer of a suitable alternative post, where there is not mutual agreement with regard to the suitability of the post, will be heard in accordance with the ICB’s [Grievance Policy](https://humberandnorthyorkshire.icb.nhs.uk/wp-content/uploads/2022/09/ICB-Grievance-Policy.pdf). The decision of the Appeal Panel will be final and there will be no further opportunity for recourse to the Grievance Procedure.

Complaints about slotting or ring fence pool decisions will be reviewed by an impartial manager equal to or above the change manager and an HR representative. The decision of the appeal panel will be final and binding.

# 17. Consultation

There has been focussed engagement with members of Humber and North Yorkshire ICB Colleague Wellbeing and Engagement Group, Humber and North Yorkshire Inclusion Network (HNYInc) and with Trade Union representatives, through the Social Partnership Forum.

# 18. Training

Guidance and support will be provided to all Line Managers, in the implementation and application of this policy upon request.

Employees requiring support should speak to their line manager in the first instance.

# 19. Monitoring compliance

The implementation of this policy will be monitored on a regular basis by the HR team

# 20. Arrangements for review

The policy (and procedure) will be reviewed every 4 years following implementation by the Human Resources Team in conjunction with operational managers and Trade Union representatives. Where review is necessary due to legislative change, or changes to the NHS national terms and conditions of employment, this will happen immediately.

# 21. Dissemination

This policy will be communicated to staff via email and will be available on the ICB’s website [Policies and Publications - Humber and North Yorkshire Integrated Care Board (ICB)](https://humberandnorthyorkshire.icb.nhs.uk/documents-and-publications/).

# 22. Associated documentation

The Policy should be read in conjunction with the following:

* Attendance Management Policy
* Career Break Policy
* Disciplinary Policy
* Grievance Policy
* Maternity, Maternity Support (Paternity), Adoption and Parental Leave Policy
* Other Leave Policy
* Pay Protection Policy
* Redeployment Policy
* Retirement Policy
* Starting Salaries and Reckonable Service Policy
* Travel and Expenses Policy

# 23. References

The following legislation and guidance has been taken into consideration in the development of this procedural document:

* Acas – Redundancy Protection for Pregnancy and New Parents
* Acas – TUPE Informing and Consulting – What to Inform and Consult About
* The Cabinet Office Statement of Practice on Transfers January 2000 (revised December 2013) ([Staff transfers in the public sector - GOV.UK](https://www.gov.uk/government/publications/staff-transfers-in-the-public-sector))
* [Employment Rights Act 1996](https://www.legislation.gov.uk/ukpga/1996/18/contents)
  + [The Maternity Leave, Adoption Leave and Shared Parental Leave (Amendment) Regulations 2024](https://www.legislation.gov.uk/uksi/2024/264/made/data.htm)
  + Statutory Definition of Redundancy - Section 139 (1) Employment Rights Act
* Equality Act 2010
* [The Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002](https://www.legislation.gov.uk/uksi/2002/2034/contents)
* [Mutually agreed resignation scheme - section 20 | NHS Employers](https://www.nhsemployers.org/articles/mutually-agreed-resignation-scheme-section-20)
* [NHS Terms and Conditions of Service Handbook | NHS Employers](https://www.nhsemployers.org/publications/tchandbook))
* [The Transfer of Undertakings (Protection of Employment) Regulations 2006](https://www.legislation.gov.uk/uksi/2006/246/schedule/2)

Transfer of Undertaking (Protection of Employment) Regulations 2006. Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014.

# 24. Appendices

The following appendices accompany this policy:

Appendix 1 - Anti-fraud, bribery and corruption

Appendix 2 - Process for Filling Posts and Appeals

Appendix 3 - TUPE Guidance

Appendix 4 - Consultation Document Guidance

Appendix 5 - Management of Change Business Case Template

Appendix 6 - TUPE Information for SPF Update

Appendix 7 - Integrated Impact Assessment

# 25. Impact assessments

## 25.1 Equality

NHS Humber and North Yorkshire ICB is committed to creating an environment where everyone is treated equitably and the potential for discrimination is identified and mitigated. It aims to design and implement services, policies and measures that meet the diverse needs of our service, population and workforce, ensuring that none are placed at a disadvantage over others.

It is required that an integrated impact assessment (IIA) is carried out on a new policy that is likely to impact on patients, carers, communities, or staff.

The IIA toolkit can be accessed here: [IIA Toolkit](https://humberandnorthyorkshire.icb.nhs.uk/documents-and-publications/operational/).

Potential adverse impact on any protected group identified through the IIA will be monitored as part of the routine work to monitor compliance with the policy.

Once completed include a statement summarising the outcome of the integrated impact assessment.

## 25.2 Bribery Act 2010

Due consideration has been given to the Bribery Act 2010 in the development (or review, as appropriate) of this policy document, further details can be found in Appendix 1.

## 25.3 General Data Protection Regulations (GDPR)

The ICB is committed to ensuring that all personal information is managed in accordance with current data protection legislation, professional codes of practice and records management and confidentiality guidance. More detailed information can be found in the data protection and confidentiality policy and related policies and procedures.

# Appendix 1 - Anti-fraud, bribery and corruption

**Bribery Act 2010**

The ICB follows good NHS business practice as outlined in the business conduct policy and the conflicts of interest policy and has robust controls in place to prevent fraud, bribery and corruption. Under the Bribery Act 2010 there are four criminal offences:

* Bribing or offering to bribe another person (Section 1)
* Requesting, agreeing to receive or accepting a bribe (Section 2)
* Bribing, or offering to bribe, a foreign public official (Section 6)
* Failing to prevent bribery (Section 7)

# Appendix 2 - Process for Filling Posts and Appeals



# Appendix 3 - TUPE Guidance



# Appendix 4 - Consultation Document Guidance



# Appendix 5 - Management of Change Business Case Template



# Appendix 6 - TUPE Information for SPF Update



# Appendix 7 - Integrated Impact Assessment

