



Organisational Change Toolkit & Appendices

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Toolkit Appendices

Procedures:

- A Redundancy procedure (including appeal procedure)
- B Redeployment procedure (including pay protection arrangements)
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Guidance and FAQs:

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- I Approval for business case for organisational change
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Appendix A: Redundancy Procedure

1. Introduction

1.1 A redundancy scenario occurs when an employee's contract is terminated wholly or primarily for one of the following reasons:

- The Council discontinues, or plans to discontinue, a service or function for which the employee was engaged.
- The Council ceases to operate, or intends to cease operating, a service/function in the location where the employee works.
- The need for the Council to employ staff to perform work of a specific kind has either ended, decreased, or is anticipated to reduce.
- The need for staff to perform a particular type of work at a specific location has ended, lessened, or is expected to do so.

2. Scope

2.1 This procedure applies to all employees employed directly by the Council.

2.2 This process excludes agency personnel and self-employed consultants.

3. Authorisation

3.1 All organisational change initiatives must be reviewed and approved by the Strategic Leadership Team (SLT).

3.2 Redundancy proposals will not proceed without full assessment by the relevant Director in consultation with HR, Finance, and Legal teams, and with final approval from SLT.

3.3 The business case approval form for organisational change is provided in **Appendix I**.

4. Strategies to Prevent or Limit Redundancies

4.1 Where a change could result in a reduction in staffing levels, the Council will consider a range of options to avoid or reduce the need for redundancies. These may include:

- Minimising the use of agency or contract staff in the affected areas.

- Implementing a recruitment freeze or limiting recruitment in the relevant areas, allowing for natural staff turnover.
- Prioritising vacancies for internal candidates.
- Reducing or halting overtime in affected teams.
- Supporting staff retraining and redeployment into appropriate vacancies, with managers assessing suitability in consultation with HR.
- Inviting applications for voluntary redundancy or early retirement, with the Council retaining the discretion to accept or reject applications in line with service needs.
- Considering voluntary reductions in working hours, subject to operational feasibility.

5. Voluntary Redundancy

5.1 The Council will aim, where possible, to achieve reductions on a voluntary basis before pursuing compulsory options.

5.2 Managers may invite expressions of interest in voluntary redundancy from affected employees. Such expressions do not imply any binding commitment by either the Council or the employee at the initial stage.

5.3 All applications will be reviewed with regard to the operational needs of the service and the skills required. The Council reserves the right to decline any voluntary redundancy request if releasing the employee would be detrimental to service delivery. Employees whose requests are declined will be informed in writing with reasons provided following the conclusion of the consultation period.

6. Compulsory Redundancy

6.1 Where redundancies cannot be avoided, employees will be selected using objective, transparent, and legally compliant criteria. Redundancy should be a last resort after all alternatives have been explored. See Section 7 of the Organisational Change Policy for selection criteria.

Employees on Maternity/Adoption Leave

6.2 From 6 April 2024, priority for suitable alternative employment also applies to employees who are pregnant and to those who have recently returned from maternity, adoption or shared parental leave, for an extended protected period (generally to 18 months from birth or placement). This right arises where a redundancy situation exists and a suitable alternative vacancy is available; it does not entitle the employee to

displace others in existing posts. Managers must identify and offer any suitable vacancy before the redundancy takes effect

7. Consultation

7.1 Consultation must follow the framework established in the Organisational Change Policy and Toolkit.

7.2 For proposals to dismiss as redundant 20 or more employees at one establishment within a period of 90 days or less, the Council must notify the Secretary of State for Business and Trade. Notification must be made before issuing redundancy notices— at least 30 days in advance for 20–99 redundancies and 45 days for 100 or more. This excludes the expiry of fixed-term contracts.

7.3 HR will complete the HR1 form for submission to the Secretary of State, with a copy also sent to recognised trade unions.

7.4 When proposing 20 or more redundancies, the manager must write to the unions before the first group consultation meeting, providing:

- The rationale for redundancies.
- The roles identified as at risk.
- The affected posts and any ringfencing or prior consideration arrangements.
- The total number of employees in the affected service.
- The method of selection for remaining posts.
- The proposed process and timeline for dismissals.
- The date of the initial consultation meeting.
- The method for calculating redundancy payments.

This letter is referred to as the S188 letter.

7.5 Affected employees and their union representatives must be invited to attend group consultation meetings, with at least five working days' notice. HR will normally attend.

7.6 Prior to group meetings, managers should inform employees of the potential risk to their roles so they can prepare. Some may choose not to attend group sessions.

7.7 Group meetings should outline the reasons for change, implementation plans, key dates, and the impact on staff, including:

- Measures to avoid or reduce redundancies.

- Details of subsequent consultations.
- Reasons for workforce reductions, with financial data where applicable.
- Redeployment and job matching processes.
- Selection procedures.
- The process for considering voluntary redundancy.
- Consultation and implementation timelines.
- An Equality Impact Assessment.
- Job descriptions for new or revised roles (subject to evaluation).

7.8 At the meeting, each employee will receive a written document summarising:

- The proposal for change (e.g. business case).
- The impact on their role (e.g. whether they are at risk).
- An invitation to an individual consultation meeting.
- An estimate of severance payments, where applicable.

7.9 FAQs should be developed and circulated to ensure transparency and consistency in communication. Anticipated questions can be addressed from the outset and updated as the process progresses.

7.10 Further consultation meetings may be scheduled, particularly for complex change programmes.

First Individual Consultation Meeting

7.11 Individual meetings must be arranged for employees at risk, to allow for personal discussion and representation. Employees may bring a trade union representative or colleague.

7.12 Managers should be mindful of personal circumstances that may influence how change affects individuals, such as caring responsibilities or travel limitations.

7.13 Additional individual meetings should be arranged as needed to address any concerns raised during consultation.

Final Individual Consultation Meeting

7.14 The final meeting will be with the manager or their nominee, with at least five working days' notice given in writing. The right to representation must be reiterated.

7.15 The employee will be given a final opportunity to present their case before a redundancy decision is made.

8. Notice of Redundancy

8.1 Employees will receive the contractual notice period on full pay, or statutory notice (one week per completed year of service up to a maximum of 12 weeks), whichever is longer.

8.2 Employees with under two years' continuous service are not entitled to a redundancy payment but will receive their contractual notice pay.

8.3 Previous local government service may count towards redundancy entitlement.

8.4 During the notice period, the Council will continue to seek suitable roles for the affected employee.

9. Redeployment and Suitable Alternative Employment (SAE)

9.1 The Council is committed to supporting employees at risk by seeking appropriate alternative roles within the organisation.

Assessing Suitability

9.2 When assessing the suitability of a role, managers should consider:

- Whether the employee's experience and qualifications align with the new role.
- Similarity in terms of duties, location, pay, hours, and responsibilities.

9.3 Matching pay and grade does not automatically indicate suitability if other job aspects differ significantly.

9.4 If a role matches at least 70% of an employee's current duties and the grade/status is comparable, the employee should be matched into it. If differences exist, a trial period should be offered (see Section 10).

Refusing a Suitable Alternative

9.5 If an employee refuses a role deemed suitable, they may be considered to have resigned and forfeit redundancy pay. If the alternative is not considered suitable, refusal does not impact redundancy entitlement.

Roles with Lower Pay

9.6 Lower-paid roles may not be considered suitable alternatives; however, overall role content must be evaluated.

9.7 The Council may offer temporary pay protection in such cases to support transition.

9.8 Details of the Council's pay protection scheme are set out in **Appendix C**.

10. Trial Periods

10.1 Employees who are redeployed into alternative roles they have not previously carried out are entitled to a statutory trial period of four weeks. This allows them and the Council to assess the suitability of the new position.

10.2 The trial period will begin on the employee's official start date in the new post.

10.3 If, during the trial, it becomes clear that the role is unsuitable, either party may terminate the arrangement. In such cases, the original redundancy dismissal will proceed, and redundancy pay will remain payable.

10.4 Should the Council decide the employee has unreasonably refused a suitable role or failed to engage appropriately during the trial, redundancy pay may be withheld.

10.5 The trial period may be extended by written agreement, for example, to allow for additional training. The reason and duration of any extension must be clearly stated in advance.

11. Support for Employees at Risk of Redundancy

11.1 Employees placed at risk will be provided with support to help them through the process. This may include:

- Guidance from the HR team.
- Assistance with updating CVs and preparing for interviews.
- Access to the Council's Employee Assistance Programme (EAP) for emotional and wellbeing support.
- Information on pensions and retirement options.
- Help in identifying and applying for suitable roles within the Council.

11.2 Employees at risk will be added to the Council's internal Redeployment Register and offered prior consideration for vacancies arising during the consultation and notice periods.

11.3 Employees should actively engage with the redeployment process. Failure to do so may affect their entitlement to redundancy pay.

12. Appeal Rights

12.1 Employees have the right to appeal against their selection for redundancy.

12.2 Appeals must be submitted in writing, stating the grounds for appeal, to the relevant manager or HR contact within 5 working days of receiving formal notice of redundancy.

12.3 Grounds for appeal may include:

- Disagreement with the selection criteria or their application.
- Perceived unfairness in the consultation or assessment process.
- New information that could affect the redundancy decision.

12.4 Appeals will be heard by a senior officer who was not previously involved in the redundancy decision. Employees may be accompanied by a trade union representative or workplace colleague.

12.5 The outcome of the appeal will be communicated in writing and will be final.

13. Redundancy Payments

13.1 Redundancy payments will be made in line with the Council's discretionary redundancy payment scheme, which is based on:

- The employee's age.
- Length of continuous local government service (normally up to 20 years).
- A week's pay, either capped at the statutory maximum or based on actual pay depending on Council policy.

13.2 The Council's discretionary redundancy payment scheme applies a 1.75 multiplier to redundancy payments where there is a demonstrable saving made. In all other cases the payment will be actual pay, based on the statutory calculator.

13.3 Payments will be processed following the employee's final day of service and are subject to standard payroll timelines.

13.4 If an employee returns to work in local government or within a body covered by the Modification Order within four weeks of redundancy, the payment must be repaid in full.

13.5 Advice on redundancy payments and pension entitlements should be sought from the HR or Payroll teams prior to any agreement.

14. Monitoring and Review

14.1 The Council will monitor the implementation of this policy to ensure it is applied consistently and fairly.

14.2 HR will periodically review this policy in consultation with recognised trade unions to ensure it remains up to date with legislation, best practice, and organisational needs.

14.3 Any changes to the policy will be subject to approval by the appropriate governance process within the Council.



Appendix B: Redeployment Procedure

1. Introduction

1.1 The Council is dedicated to supporting staff who may be affected by redundancy due to organisational changes by seeking to redeploy them into suitable alternative roles wherever possible. This procedure is designed to be implemented fairly and consistently across the organisation.

2. Scope

2.1 This procedure applies to all Council employees, with the exception of individuals engaged under apprenticeship schemes or NVQ placement programmes.

2.2 The procedure covers redeployment arising from redundancy and also applies in situations involving ill health, disability, or capability concerns.

2.3 It does not extend to agency staff or independent contractors.

3. Explanatory Interview

3.1 Where redeployment becomes necessary, an initial meeting will typically be arranged between the employee and their line manager. A representative from HR will normally be present, and the employee has the right to be accompanied by a trade union representative or workplace colleague.

3.2 The purpose of this meeting is to:

- Provide a clear explanation of the redeployment process;
- Outline the roles and responsibilities of those involved;
- Clarify any relevant contractual notice periods;
- Discuss the employee's qualifications, skills, and experience to help identify suitable areas of work.

3.3 In cases involving organisational restructuring, this interview may not be required if the issues above are already addressed in individual consultation sessions.

4. Redeployment Information

4.1 Employees eligible for redeployment will be given access to job postings and vacancy announcements as soon as they become available. An HR Officer will be assigned to assist the employee in finding suitable roles. The employee also has a personal duty to actively search for appropriate redeployment options. The Council will make reasonable efforts to accommodate the employee's preferences, subject to role availability.

5. Skills Matching

5.1 Redeployees must complete a Redeployment Skills Profile Form, which must be signed off by their manager. This, along with the employee's current job description, should be forwarded to HR so the individual can be added to the redeployment register. If the form is not completed, the Council may continue the redeployment process based on existing information about the employee's experience and capabilities.

5.2 Managers must also provide a reference to accompany the form. This open reference will be available to both the employee and potential hiring managers.

5.3 When a potentially suitable position is identified—either by HR or at the employee's request—an initial skills match will be carried out using the completed profile. If a possible match is found, the details will be passed to the hiring manager, who will conduct a more detailed assessment. The outcome will be shared with the employee.

5.4 Redeployees will be considered for appropriate vacancies ahead of other internal or external applicants, provided their profile is submitted within the time limits set for recruitment. Exceptions may be made where delays are justified.

5.5 In situations where there are more redeployees than available roles, candidates will be shortlisted and interviewed, with selection tests applied where appropriate.

6. Trial Period

6.1 If the employee accepts a redeployment offer, they will begin a trial period of 4 weeks to assess whether the role is suitable. This may be extended—up to a maximum of three months—if both the employee and manager agree in writing. Any such extension may also affect the notice period.

6.2 Throughout the trial period, the manager and employee should meet regularly to review progress, training needs, and any additional support required.

6.3 If the trial period proves unsuccessful, the employee's notice of termination will either be confirmed or, if notice has not yet expired, they will meet again with HR to explore next steps.

6.4 In redundancy situations, the employee remains eligible for redundancy payments throughout the trial period unless they are dismissed for another valid reason. If the trial concludes that the redeployment was unsuitable, the redundancy package will still be paid.

6.5 Upon successful completion of the trial period, the manager should confirm the outcome to HR so that the necessary contractual changes can be made. If the new role involves a different pay grade or the trial was not successful, the manager should seek advice from HR.

7. Pay Protection Arrangements

7.1 Temporary pay protection aims to assist employees in adjusting to a reduction in salary following redeployment.

7.2 Employees redeployed to a role one grade lower will receive pay protection (basic salary plus local weighting) for a period of 3 years. Their salary will be frozen at the current rate and they will not receive annual increments. After the protection period ends, they will be moved to the appropriate salary band for their new position.

7.3 If the grade of the new post is more than one below the current post then there will be an immediate drop of salary to the top of the next grade below. 3 years protection will be given, with no cost of living awards or increments. At the end of the 3 years the employee's salary will move to the top of the grade of the new post.

7.4 If the current post has a car package associated with it then 3 years protection of this will be given. This will be implemented in the most cost effective way to the Authority. This obviously does not apply if the new post has an associated car package.

7.5 If there are differences in leave allowance between the new and current post then the new leave allowance will apply immediately. Any agreements regarding overtime or other such payments will be separately negotiated according to the circumstances of the particular case.

7.6 Employees redeployed to a higher graded role will receive the corresponding higher rate of pay.



Appendix C: Job matching procedure

1. Introduction

1.1 A job matching process is required whenever posts within a proposed revised organisational structure differ from the current roles, whether through change or creation of new positions. The objective is to assess the extent to which existing roles have changed and to determine the most appropriate placement of staff in the new structure—for example, whether they should be directly matched, placed in a ringfence, or offered limited competition for new positions.

1.2 All decisions made under this process must be handled in a fair, transparent, and consistent manner across all services, and must be documented using the standard decision matrix outlined in this procedure.

2. Job Matching Panel

2.1 A designated job matching panel will be formed, typically including the manager overseeing the organisational change and a representative from HR. The panel's role is to objectively review the differences between the current and proposed structures and determine the impact of these changes on individual roles and staff.

3. Job Evaluation

3.1 Before progressing with job matching, any new or significantly modified roles may require evaluation in line with the Council's job evaluation procedures. This ensures that the pay level is appropriate for the responsibilities and is consistent with other roles of a similar size across the organisation. Further guidance is available from HR.

4. Job Categorisation

4.1 The job matching panel will analyse each position to determine:

- The extent of any changes to the job's purpose, main duties, size, status, or the skills, knowledge, and competencies needed (see Section 5 for detailed criteria);
- Whether the role is potentially redundant;
- The impact of the changes on the individual in the role;
- Whether the role might be suitable for redeployment or as an alternative opportunity;

- Which staff members are affected and require support in finding alternative roles, including placement on the redeployment register if necessary.

5. Decision-Making Process

5.1 The panel will review each current job description against the new version. Each criterion will be rated to establish how well the existing post aligns with the new role, using the following scoring system:

- **2 = fully matches the criteria**
- **1 = partially matches**
- **0 = does not match**

5.2 The criteria assessed are:

- Overall purpose of the job
- Main responsibilities and tasks
- Role size (grade, responsibility for budgets, assets, or staff)
- Job status (title, reporting line, organisational level)
- Required skills, experience, and competencies

5.4 In terms of role size, any increase or decrease in responsibility for staff, budgets, or assets of under 10% is considered a minor change and will count as a match. A change of 11–20% represents a partial match, and any variance beyond 20% will be treated as a major change, indicating the post is not a match.

5.5 Regarding job status, significant changes such as a new job title with altered reporting lines or the addition/removal of key responsibilities will count as substantial and not a match. Minor changes to job title or reporting lines (without affecting both) will be considered a match.

5.6 For a role to be deemed a full match, it must achieve a minimum score of 7 out of 10 (70%).

6. Decision Matrix and Finalising the Matching Process

6.1 All job matching assessments must be recorded using the standardised decision matrix, which can be found in **Appendix K**.

6.2 Once all assessments are completed, documentation for each new role will indicate whether the post is unchanged, revised, or entirely new—and where

applicable, which legacy posts it corresponds to. A new establishment list will then be compiled, showing:

- Posts and post holders remaining unchanged;
- Posts that remain the same but where reductions mean ringfencing is required;
- Revised or new posts requiring ringfenced selection among at-risk staff or those partially matched;
- Posts that should be advertised more broadly in line with recruitment policy;
- Employees for whom no suitable match exists and who are therefore at risk and should be supported through redeployment processes.

7. Acting Up and Secondments

7.1 Employees who are temporarily acting up or seconded and whose permanent posts are affected by the restructure must be included in the consultation process for their substantive role, and where necessary, any applicable selection processes.

7.2 Employees who have been acting up for 12 months or more and whose temporary post level remains in the new structure will be eligible for limited competition. They may be invited to express interest and, if they meet the person specification, attend an interview before the role is advertised externally. This will follow any consideration of at-risk employees from the original structure.

7.3 Seconded employees who have held the post for a year or more will similarly be eligible for restricted competition as described in 7.2.

7.4 Where a seconded or acting-up employee is unsuccessful in securing the new role, they will return to their original substantive post.

7.5 Managers should maintain communication with the line manager of an employee's substantive post, especially if the secondment may end early, to coordinate any temporary cover arrangements.

Appendix D: Support for staff during organisational change

1. Introduction

Organisational change can often bring a sense of uncertainty for employees. A range of support options is available to assist staff during these times of transition, as outlined in the sections below.

2. Employee Assistance Programme (EAP)

The Council offers access to a confidential, independent Employee Assistance Programme (EAP), designed to support employees through periods of change. This service provides practical advice, emotional support, and, where appropriate, professional counselling.

Full details of the service are available on the HR Teams page, or by calling 0800 072 7 072.

3. Emotional Support

Employees undergoing organisational change may benefit from a variety of emotional support measures, including:

- Resilience and mindfulness training
- Peer support sessions—informal group meetings offer employees a space to share experiences, reduce feelings of isolation, and build connections.
- Counselling services, available through the Council's EAP provider (see above for contact details).
- External emotional support—organisations such as Samaritans offer confidential listening services and can signpost to further help when needed.

4. Training and Development

The success of any organisational change is closely tied to the training and development available to employees in new or revised roles. Managers should consider these needs early in the change process. After appointment, a one-to-one meeting should be held to identify specific training requirements.

For employees facing redundancy, training can help enhance employability and improve job prospects. Training options include:

- Internal courses accessible via iHASCO
- Courses provided by STC (Sussex Training Consortium) - [Home - STC](#)
- Core skills workshops (e.g., interview skills), available upon request from HR;
- Resilience training utilising mindfulness techniques;
- Guidance on adult learning, further education, and financial support for training via the Government's education portal;
- Affordable adult education courses at local colleges;
- Government guidance on starting a business, including available training and support.

5. Job Vacancies

Information about job opportunities—both within the Council and externally—is available from several sources:

- Internal ring-fencing may apply for certain posts, giving priority to employees at risk of redundancy. Staff will be informed if this is the case;
- Other internal vacancies are advertised first on the 'Vacancies' Teams channel, with external listings on the Council's main website;
- Recruitment agencies can assist with job searches, CV writing, and interview preparation;
- National job boards such as Indeed, Jobsite, and Monster list a wide range of vacancies;
- Local government roles can be found on jobsgopublic.com and LGjobs.com;
- Sector-specific jobs are often advertised through professional publications and specialist websites;
- Jobcentre Plus provides face-to-face support and job search facilities, including the Universal Jobmatch service.

6. Careers Guidance

Employees, especially those with long service, may find career advice helpful if facing redundancy. Support is available from a range of providers:

- The Government's education and learning website includes advice for recent graduates and those considering a change in career;
- Jobcentre Plus provides access to redundancy support packages and job search services;
- University career services often assist alumni with job hunting and career development;
- Online career planning tools, such as the Prospects Career Planner, help individuals assess their skills and explore job matches. The Prospects website also includes information on job roles, salaries, and entry requirements.

7. Financial Support

Financial advice and guidance is available from several trusted sources:

- Government websites offer information on eligibility for support such as Jobseeker's Allowance;
- The Money Advice Service, a government-backed initiative, provides free and impartial money management advice.

8. Legal Support

For legal advice relating to redundancy and employment issues, the following organisations may be helpful:

- Citizens Advice offers free, impartial guidance on a range of legal and financial matters, including redundancy;
- Trade unions can provide advice and representation for their members;
- Acas delivers confidential and impartial advice on employment matters, including redundancy procedures.

9. Support for Employees Considering Voluntary Early Retirement

Where an organisational change programme includes the option of voluntary early retirement, employees considering this path may require additional support. Available resources include:

- Guidance from the Employee Assistance Programme, including support for planning retirement;
- Information for members of the Local Government Pension Scheme is available from the East Sussex Pension Fund by calling 0300 200 1022 or emailing pensions@eastsussex.gov.uk
- Age UK offers extensive advice on preparing for retirement via their website: www.ageuk.org.uk/work-and-learning/retirement

Appendix E: Guidance on consulting with absent staff

1. Introduction

1.1 It is essential to ensure that all employees currently away from the workplace are fully included in any consultation process relating to redundancy or organisational change. Absence from work may be due to various reasons, including:

- Family-related leave such as maternity, adoption, or shared parental leave;
- Long-term sickness absence;
- Secondment arrangements;
- Sabbaticals or career breaks.

1.2 Employees who are not currently in the workplace must still be involved in consultation activities and, where applicable, any selection exercises. These interactions should be approached with sensitivity, and appropriate reasonable adjustments should be made to support their participation.

2. Employees on Family Leave

2.1 It is crucial that employees on family-related leave receive invitations to participate in consultation meetings, are kept up to date with developments, and receive copies of all relevant written communications throughout the change process.

2.2 Where possible, such employees may attend work for consultation purposes using one of their statutory 'keeping in touch' days. Providing advanced notice will assist them in making necessary childcare arrangements. If this is not feasible, managers should explore alternative methods of engagement, such as:

- Holding meetings near the employee's home;
- Conducting meetings via telephone or video conferencing;
- Allowing the employee to submit their views in writing;
- Providing written summaries of group consultation sessions.

2.3 Redundancy decisions made on the basis of maternity, adoption, pregnancy, or the birth/adoption of a child are automatically unfair. Employees on maternity or adoption leave are legally entitled to priority consideration for any suitable alternative roles. For instance, if three employees are at risk of redundancy and only one suitable vacancy exists, the employee on maternity or adoption leave must be offered the

role—even if they are not the preferred candidate in typical circumstances. If the employee accepts the role, it must remain available until their return. If no matching role exists, they should be added to the Redeployment Register and prioritised for suitable opportunities over other candidates.

3. Employees on Sick Leave

3.1 Failing to consult with employees on long-term sickness absence may expose the Council to potential disability discrimination claims. Written communication should be sent explaining the reason for consultation during their absence and inviting them to participate.

3.2 If an employee indicates that they are too unwell to attend a consultation meeting, advice must be sought from Occupational Health. If Occupational Health advises that the employee is unfit to attend in the workplace, alternative approaches should be considered, including:

- Meeting at or near the employee's residence;
- Telephone or video conferencing;
- Submitting views in writing;
- Providing written notes of group consultation meetings.

3.3 Every reasonable effort must be made to involve employees on long-term sick leave in the consultation process. However, if the employee is entirely unable to engage and all options have been exhausted, the Council may proceed with the proposals. In such cases, the employee should be informed in writing of the planned approach and the reasons for proceeding, and given an opportunity to respond with comments.

4. Employees on Secondment

4.1 Employees undertaking secondments must be kept informed and involved in all consultation and communication regarding changes affecting their substantive post or original service area.

4.2 Those on secondment are expected to fully engage in the consultation process concerning their permanent role. Hosting departments must facilitate this by making reasonable adjustments to ensure the employee can attend meetings and take part in selection procedures as necessary.

5. Employees on Sabbatical or Career Breaks

Employees on a sabbatical or career break are generally expected to return to their former role or one with similar duties and responsibilities. If an organisational restructure or other change takes place during their absence, they must be consulted in the same way as other affected staff, in line with the Council's procedures. If their original role is no longer available, they may be considered for suitable alternative employment through the redeployment process.

Appendix F: Organisational Change and Redundancy Checklist

This checklist should be used to help ensure that organisational change is managed professionally and consistently whilst minimising the risk to the Council.

Who	Before consultation commences:	Tick Complete	Date
Manager	<p>Familiarise yourself with the following guidance</p> <ul style="list-style-type: none"> • Organisational Change Policy • Organisational Change Toolkit & Appendices 		
Manager	<p>Engage with your employees through informal consultation – seek views on proposals and consider other options that may be suggested and any other feedback.</p> <p>Develop a project plan and a business case for proposed changes. Include financial analysis and costs of changes. E.g. increase in job grades, redundancy costs, pension strain.</p> <p>Liaise with HR and Finance.</p> <p>Complete an Equality Impact Assessment.</p> <p>Note – when setting out timeframe and confirming date for implementation do not underestimate the time and resource that will be required including support from other services. E.g. progressing job evaluations.</p>		
HR	Calculate redundancy sum and apply for retirement and pension calculations for affected employees.		
Manager	Seek appropriate authorisation before proceeding with your reorganisation. The business case to be presented in the consultation must be endorsed by SLT.		

Manager	Draft new job descriptions. Ensure all new posts or altered posts are graded through the job evaluation process. Ensure current job descriptions to be used in a job matching process are current and reflective of the postholder's duties.		
Manager/HR	Determine which employees/posts are likely to be affected due to the reorganisation and the likely impact. Complete job matching process and decision matrix.		
Manager/HR	Design and consult with Trade Unions regarding the selection process that will be applied if required.		
Manager	Develop a consultation paper to include proposed changes, business case, and revised structure chart, job descriptions, person specifications etc. Liaise with HR.		
Manager	Ensure the agreed minimum consultation period is met.		
HR	Issue HR1 if proposals are for 20 or more redundancies and copy to Trade Unions.		
HR	Issue 'Section 188' letter to Trade Unions if more than 20 redundancies. NOTE – this does not include the dismissal of Fixed Term Contract workers.		
Manager	Notify employees of potential redundancy situation (including absent employees). Advise employees & Trade Union Representatives of the date of the first group consultation meeting at least 5 working days before.		
Manager	Issue Consultation paper to affected employees (including absent employees). Write to affected employees to advise if they are at risk of redundancy and/or the impact of the proposed changes e.g. ring-fenced or restricted competition to apply and include estimated severance sums if possible/applicable. Where possible meet with employees at risk of redundancy individually before group consultation to give them some time to absorb the information and be prepared. Publish consultation paper on Insite.		
	During consultation:		
Manager/HR	Hold first group consultation meeting.		
Manager	Set up and hold regular one to one individual meetings with directly affected employees and those who request it during the consultation period.		

Manager	Issue redundancy, retirement and pension calculations to affected employees if not already actioned.		
Manager	Seek expressions of interest for Voluntary Redundancy.		
Manager with HR	Carefully consider any counter proposals from employees.		
	After the End of Consultation:		
Manager/HR	Consider any job matching appeals and confirm outcome to employee.		
Manager	Once all responses have been considered circulate an end of consultation report to employees (including absent employees), Trade Union.		
Manager/HR	Arrange and hold end of consultation meetings for employees who remain at risk of redundancy. Provide 5 days notice of meeting.		
Manager	Confirm outcome in writing to affected employees: <ul style="list-style-type: none"> • VR has been accepted/not accepted • They will be appointed/assimilated into a post in the new structure • Give notice of redundancy 		
Manager/HR	Hold selection process as required.		
Manager	Issue letters of assimilation/appointment/redundancy to all affected employees.		
HR	Arrange for Appeals Panel to address any appeals against redundancy and issue a notification of appeals meeting.		
Appeals Panel	Confirm redundancy appeal meeting decisions.		
Manager	Ensure any employees who have been issued notice of redundancy are placed on the Redeployment Register and have completed a redeployment skills profile form.		
Manager/HR	Confirm new structure and implementation date to HR and arrange for any contract amendments		
Manager	Review success of changes against targets, aims and objectives - continuous		



Appendix G: Individual Consultation Guidance

Individual Consultation Meetings

Individual consultation must be undertaken regardless of the number of proposed redundancies. These meetings will be led by the relevant Manager overseeing the organisational change, supported by a representative from HR.

It is important for managers to recognise that this process may be distressing for the employee. The main purpose of individual consultation meetings is to provide employees with a private and confidential setting in which they can discuss how the proposals affect them personally. These meetings also offer an opportunity to consider any suggestions the employee may have for avoiding redundancy.

The individual consultation meeting should cover the following key areas:

- **Acknowledgement of Documentation:** Confirm that the employee has received the relevant consultation documentation and ensure they understand the contents. This includes clarification of the consultation process and how to respond or provide feedback.
- **Severance Details:** Outline the severance payment arrangements that would apply should the redundancy be confirmed. The employee should be invited to propose any alternatives they wish to be considered.
- **Avoiding Redundancy:** Discuss any ideas the employee may have for avoiding redundancy. Provide an explanation of the redeployment process, including the completion of a Redeployment Skills Profile Form and how to access vacancy information through internal bulletins.
- **Support Services:** Remind the employee of the availability of the Council's confidential employee counselling service, which they are encouraged to use. Explore any other types of support that may be offered to assist the employee during this time.
- **Ongoing Dialogue:** Emphasise that consultation is a two-way process. Additional one-to-one meetings can be arranged, as needed, to ensure that all relevant matters are fully discussed and explored.

A written record of the meeting should be made, and any agreed actions should be clearly documented.

Appendix H: Guidance on TUPE

1. Introduction

1.1 The Transfer of Undertakings (Protection of Employment) Regulations 2006, commonly known as TUPE, are designed to safeguard employees' contractual rights when a business, undertaking, or part thereof, is transferred to a new employer.

1.2 Where employees transfer from a Council to an external employer, such movements are generally considered to fall within the scope of TUPE.

1.3 This guidance is informed by the following legislative framework:

- Transfer of Undertakings (Protection of Employment) Regulations 2006
- EC Acquired Rights Directives 1977 & 1998
- Amended Acquired Rights Directive 2001
- Transfer of Employment (Pensions Protection) Regulations 2005
- Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1995 & 1999

1.4 In addition, the following Codes of Practice have also been taken into account:

- The Office of the Deputy Prime Minister (ODPM) Best Value Code of Practice on Workforce Matters in Local Authority Service Contracts (2003), amended by the Secretary of State's ministerial statement on 23 March 2011
- Code of Practice on Workforce Matters in Public Sector Service Contracts (2005)

1.5 This toolkit sets out the procedures for applying TUPE within the Council's operational and legal context.

2. Circumstances in which TUPE Applies

2.1 Managers overseeing potential transfers must seek guidance from the HR team to determine whether TUPE applies in a given situation.

2.2 Subject to eligibility criteria, TUPE applies in the following scenarios:

- When an organisation, or part of it, is transferred from one employer to another
- In cases of 'service provision changes', such as the reassignment of a contract to a new provider. This includes subsequent contract rounds and the insourcing of services previously outsourced, including where staff initially transferred from the Council.

These situations are jointly classified as 'relevant transfers'.

3. Situations Where TUPE Does Not Apply

3.1 TUPE does not apply in the following situations:

- Where the contract is for a unique or one-time project
- Where standard goods or services are procured off-the-shelf, without a dedicated group of employees performing ongoing tasks
- Where the new service differs significantly in terms of function, skills, or technology from the original provision

3.2 Even in cases where TUPE is not legally enforceable, the Council should, where appropriate, follow TUPE principles to ensure fair and equitable treatment of affected staff.

4. Key Definitions

- Transferor: the original (current) employer
- Transferee: the receiving (future) employer

5. Core Principles of a TUPE Transfer

5.1 Preservation of Employee Rights

Employee rights, including continuity of service, transfer seamlessly from the current employer to the new employer, with no break in service.

5.2 Contractual Terms and Employment Conditions

All contractual terms and conditions, including benefits and collective agreements, must be upheld by the new employer. The incoming employer assumes responsibility for all rights, liabilities, and obligations, as if they had been the original employer.

The Council supports adherence to ODPM's best practice guidance, which recommends that transferring employees retain pension rights through either:

- Admitted Body Status within the Local Government Pension Scheme (LGPS), or
- A broadly comparable scheme certified by the Government Actuary's Department (GAD)

While the Council can express a preference for Admitted Body Status during the tender process, it cannot enforce this as a condition of contract award.

5.3 Protection Against Redundancy or Dismissal

TUPE provides additional protection against dismissal. Any termination of employment before or after the transfer is considered automatically unfair unless it is demonstrably unconnected to the transfer, or is due to an Economic, Technical, or Organisational (ETO) reason involving changes to the workforce.

Extra care must be taken when considering dismissals of employees on fixed-term contracts to ensure compliance with fairness and equality principles.

5.4 Requirement to Inform and Consult

There is a statutory obligation on the existing employer to inform and consult with affected employees, recognised trade union representatives, and other relevant parties ahead of the transfer.

Consultation must be meaningful and undertaken with the intention of reaching mutual agreement. For more information, please refer to the Council's Organisational Change Policy.

5.5 Recognition of Existing Trade Union Agreements

Any trade union recognition held by the current employer transfers to the new employer as part of the TUPE process.

5.6 Variations to Terms and Conditions

Changes to terms and conditions of employment that are linked to the transfer are generally prohibited and may be rendered legally void, even with employee consent or financial inducement.

The likelihood that a variation is considered transfer-related diminishes over time, but there is no definitive period after which changes are deemed safe. Any proposed alterations must be approached cautiously and with appropriate legal and HR advice.

6. Roles and Responsibilities

6.1 The lead responsibility for managing TUPE transfers lies with the relevant service area's project team, which will coordinate the process while drawing on expert input as needed from Human Resources, Legal Services, Procurement, Pensions, and Finance. Key tasks include identifying employees within the scope of the transfer, conducting risk assessments, completing due diligence and data collation, reviewing pension implications, and clarifying any liabilities, warranties, or indemnities that may apply.

6.2 To ensure clarity of support provided by HR during a TUPE process, it is advisable to formalise expectations through a Service Level Agreement.

7. Outward TUPE Transfers from the Council

7.1 Determining TUPE Applicability

TUPE applicability should be assessed at the outset. While each case must be considered on its individual facts, it is generally prudent to operate on the assumption that the regulations apply when a transfer of services occurs. TUPE provisions typically extend to outsourcing or externalisation of services, including transfers to private, voluntary or community sectors—such as under PFI, PPPs, strategic partnerships, joint ventures, or large-scale voluntary transfers. TUPE also applies when contracts are re-tendered (irrespective of whether the same or a different contractor wins), or extended without re-tender, if the original agreement predates 13 March 2003.

7.2 Tendering of Services

In some scenarios, the affected service may be subject to competitive tendering.

7.3 Identifying Employees Who Will Transfer

TUPE covers all employees, including part-time, fixed-term and temporary contract staff, provided they are assigned to the relevant service area immediately before the transfer. Contractors and agency workers are excluded. Employees on long-term absence (e.g. maternity leave, sickness, career breaks) remain eligible. Only employees substantively assigned to the part of the organisation being transferred are covered. Where assignment is unclear, factors such as the proportion of time spent in the relevant area, cost allocation, and duties should be considered.

Employees on secondment to the transferring area will not transfer, whereas those seconded away from the transferring service but whose substantive post lies within it, will transfer. Fixed-term employees must be carefully considered—terminating their contracts may be deemed unfair if the decision is linked to the transfer.

Generally, if an employee spends more than 50% of their time on the transferring service, they are likely to transfer. In cases where employee time is split, discussions will be required to determine eligibility.

Employees who object to the transfer for personal reasons (including concerns about detrimental changes to terms) are considered to have resigned. Where possible, redeployment opportunities should be explored and concerns addressed proactively.

7.4 Consultation with Employee Representatives

The Council has a statutory obligation under TUPE to inform and consult recognised employee representatives (e.g. trade union officials) before the transfer takes place. Failing to do so could result in tribunal claims, with potential compensation of up to 13 weeks' pay per affected employee, in addition to legal expenses.

The consultation must cover:

- The intention to transfer
- The estimated date of transfer
- Identification of affected staff
- Reasons for the transfer
- Legal, economic and social effects on employees
- Any measures being proposed (e.g. changes to pensions or structures)
- Details on agency staff working at the council, including their roles and placements

While there is no statutory minimum consultation period, it must commence early enough to allow meaningful engagement—typically no less than 30 calendar days. Refer to the Council’s Organisational Change Policy for consultation guidance (insert link). Discussions with representatives should begin as soon as a transfer is anticipated, and progress updates should be provided throughout.

Employees should be informed by their line manager in the first instance—not via trade union representatives—so it may be appropriate to begin consultation with union representatives confidentially before wider communication.

7.5 Consultation with Employees

Both the outgoing and incoming employers are legally required to inform employees directly. Information shared should mirror that given to representatives. One-to-one meetings should be scheduled with all affected staff to discuss individual implications. There is no requirement to issue contractual notice, as employment continues uninterrupted with the new employer.

Although not a statutory requirement, the Council commits to a minimum 30-calendar-day consultation period. Constructive dialogue between parties is critical to successful outcomes.

Written confirmation of consultation and the proposed transfer should be provided to both employees and their representatives.

Clear and regular communication helps reduce uncertainty. Ideally:

- A staff briefing should follow the initial formal consultation session, covering employee rights, the nature of the consultation, and how staff will be kept informed. Employees should be encouraged to raise personal concerns, either through managers or union representatives.
- A further briefing should be held shortly before the transfer, potentially involving the incoming employer and union representatives.

This session should include:

- Summary of consultation outcomes
- Transfer timeline
- Information about the new employer

- Reassurance on continuity of employment terms
- Status of union recognition
- Likelihood and handling of post-transfer redundancies
- Information about recruitment freezes, vacant posts, agency workers, pensions
- Position on discretionary benefits and established custom/practice
- Reminder of employee rights, including objection procedures
- Notification that formal transfer letters will follow
- Arrangements for welcome communication from the new employer

Employees should also be directed to any relevant FAQs.

7.6 Data Sharing with the New Employer

Guidance from the Information Commissioner's Office on TUPE-related data sharing must be followed (insert link). Personal data should only be used to assess liabilities and remain confidential. All information must be returned or destroyed if the transfer does not proceed.

Initial data shared should be anonymised. Consent is required for sharing identifiable data, and employees should verify its accuracy. Lack of consent may warrant further discussion to determine if the employee is objecting to the transfer.

Full personnel records may be shared once the transfer is confirmed. Staff must be informed beforehand and given a chance to review their records. Final data exchange must occur no later than two weeks prior to the transfer.

Essential employee data includes (list remains the same, rewritten for brevity if needed—let me know if you'd like that section trimmed or kept as-is).

Data protection laws prohibit sharing documents verifying right to work. Instead, the new employer must obtain their own verification and comply with immigration law. The Council must inform the Home Office of the transfer of sponsorship responsibilities.

7.7 Employment Terms and Conditions

The new employer should be provided, in advance, with full written details of all rights and obligations associated with the transferring employees. This includes both contractual and non-contractual terms, along with relevant policies and procedures.

7.8 Pensions under TUPE

Employee pensions are a key concern in any transfer. The Transfer of Employment (Pensions Protection) Regulations 2005 require the new employer to either:

- Join the Local Government Pension Scheme (LGPS) as an admitted body, or
- Provide a pension scheme that is certified as 'broadly comparable'

For LGPS admission, a legally binding agreement is required, and administrative requirements (including bonds and valuations) must be fulfilled. Costs incurred

through actuarial reports, legal work, and pensions administration are recharged to the service area.

For 'broadly comparable' schemes, the new employer must present an up-to-date passport from the Fund Actuary and inform transferring employees of pension arrangements. Employees have up to 3 months to decide whether to transfer their benefits.

7.9 RDC Pension Process Overview

1. Once staff lists are finalised, the HR project lead sends details to pensions (include contact).
2. Pensions assume LGPS participation until bidders confirm intentions.
3. HR collates and shares relevant information with bidders.
4. Pensions submit data to the actuary.
5. The actuary provides a report within two weeks outlining funding deficits, contribution rates, and bond values.
6. Finance interprets results and informs the relevant service area.
7. Once a bidder is selected, HR informs pensions of the chosen pension route.
8. Legal/pensions draft an admission agreement where applicable.
9. If the new employer's scheme is used, the actuary confirms whether it is broadly comparable or advises on necessary compensation.
10. Final agreements are signed and exchanged, and a pensions contact must be appointed.

7.10 Personnel File Management

Employee files should be prepared according to local instructions and transferred to the new employer. RDC retains a master record in line with normal leaver protocols, and TUPE documentation should be securely archived by the HR team.

7.11 Transfer of Liabilities

All liabilities associated with transferring employees must be disclosed. These include claims for unfair dismissal, equal pay, discrimination, health and safety violations, wage arrears, unpaid holiday, and loans. Criminal liabilities do not transfer. Sharing financial obligations (e.g. car or study loans) is also recommended.

7.12 Occupational Health / EAP Services

Notify the Council's Occupational Health and Employee Assistance Programme providers of transferring staff so that contractual adjustments can be made if needed.

7.13 Final Notification to Employees

Once transfer arrangements are complete and the date is confirmed, employees must be notified of the official transfer date and final steps. Reference should be made to the TUPE final confirmation letter (insert link). Line managers must complete the necessary Leaver Forms or notification spreadsheet.

8. Transferring into the Council

8.1 Determining TUPE Applicability

The relevance of TUPE legislation must be evaluated on a case-by-case basis. As a general rule, it is advisable to proceed on the assumption that TUPE applies when services or staff are being transferred into the Council. This includes situations where services previously outsourced are brought back in-house.

8.2 Identifying Employees Subject to Transfer

It becomes the responsibility of the Council to assume the contracts of employment for those employees who are permanently assigned to the specific area of the external organisation being transferred. To enable this, the transferring organisation must supply a definitive list of all employees deemed to be affected by the transfer. The Council reserves the right to review and, if necessary, challenge this list if there are concerns regarding its accuracy or alignment with the operational functions being transferred.

Additionally, the Council should be informed of any formal objections raised by employees regarding the transfer, along with the resulting outcomes—such as resignations or redeployment within the current employer.

8.3 Reviewing Terms and Conditions of Transferring Staff

The Council must ensure that transferring employees maintain continuity of employment and retain the same contractual status as they held prior to transfer. The current employer is required to provide comprehensive details of each transferring employee's terms and conditions, as well as any active formal procedures involving those employees.

It is essential to determine which elements of these terms are contractual and which are non-contractual. Upon receipt of this information—typically provided in a spreadsheet—the relevant Council service area must conduct a detailed audit to assess compatibility with existing systems and agree on a way forward regarding matters such as:

- Accrued but unused annual leave
- PAYE deductions up to the transfer date
- Outstanding expense claims
- Pension contributions and arrangements
- Loan agreements
- Performance-related bonuses
- Profit-linked incentives or share options

In collaboration with the HR team, the receiving line manager must engage with Payroll and Finance to ensure all new positions and payroll components are appropriately configured within the Council's system.

Any existing recognition agreements between the transferring employer and recognised trade unions will carry over as part of the transfer. However, negotiations made by the previous employer without the Council's involvement may not be binding. The Council should also verify any requirements associated with the roles, such as the necessity for conducting its own Disclosure and Barring Service (DBS) checks.

8.4 Identifying Transferring Liabilities

The outgoing employer must disclose all liabilities associated with the transferring staff. This may include:

- Claims relating to unfair dismissal, equal pay, discrimination (e.g. sex, race, disability, religion, sexual orientation), maternity or health and safety breaches
- Wage arrears or breaches of contract

Liabilities of a criminal nature do not transfer. It may be advisable to negotiate shared costs for any redundancies occurring within the first year post-transfer.

The Council may also consider seeking warranties and indemnities from the outgoing employer. Warranties provide assurance regarding the accuracy and completeness of disclosed information. Indemnities offer protection against potential claims arising from actions or omissions that occurred prior to the transfer.

For advice on handling liabilities, warranties, and indemnities, Legal Services and HR should be consulted.

8.5 Consultation with Trade Union Representatives

While the legal obligation to consult with affected representatives lies with the outgoing employer, the Council should verify that proper consultation processes are in place. Failure to do so could result in the Council inheriting liability.

It is also best practice to engage positively with both transferring employees and their union representatives to understand concerns and build rapport. The receiving line manager may participate in consultation meetings—led by the transferring employer—to provide information about the Council and address questions relating to the transfer process.

8.6 Notification of Measures

The Council must inform the outgoing employer of any proposed changes ("measures") that may affect transferring employees as a result of the transfer. This enables the current employer to meet its legal duty to consult.

"Measures" may include changes to:

- Pensions
- Pay structures
- Working patterns
- Terms and conditions

- Service delivery models or staffing structures

Where changes may impact existing Council employees, consultation with internal representatives must also take place.

8.7 Employee Consultation

Although the primary responsibility for consulting affected employees rests with the outgoing employer, the Council must ensure that this obligation is being met. Failure to do so could transfer legal liability.

It is good practice for the Council to support or participate in employee consultation meetings—hosted by the current employer—to introduce the Council as the future employer and respond to staff queries.

These meetings also provide an opportunity for the Council to:

- Begin relationship-building
- Understand individual concerns
- Start collecting necessary personal data (e.g. DBS applications, ID verification, bank details)

As with representative consultation, any planned changes that may affect employees must be shared with the outgoing employer to support their duty to consult. Additionally, existing Council employees should be informed about the incoming staff and any structural or operational adjustments being made to facilitate the transfer.

8.8 Receiving Employee Data

The outgoing employer must share all contractual and relevant supporting employment data with the Council for each individual transferring. This includes payroll data and appropriate HR contact details from the originating organisation.

8.9 Occupational Health and Employee Assistance Programme (EAP)

The Council's Occupational Health and EAP providers must be notified of any staff transferring into the organisation to allow for any necessary adjustments to contractual or service provisions.

8.10 Confirming the Transfer

The outgoing employer is responsible for issuing final confirmation of the transfer arrangements to affected employees and their representatives. The Council must, however, ensure that all relevant employment eligibility checks are carried out, including:

- Right to work in the UK
- Passport validation
- Driving licence verification
- DBS checks (as these are non-transferable)

Failure to verify right-to-work status could result in fines (currently to £45,000 per worker for a first breach and up to £60,000 for repeat breaches) and potential liability.

Employees entering the UK Points-Based Immigration System must be registered with the UK Border Agency Sponsor Management System within 28 days of transfer. Those with limited leave to remain must be formally advised of their responsibility to keep their personal records up to date.

8.11 Inducting New Employees

Once transferred, employees must be given access to the Council's induction programme, including the corporate induction. Additional support such as team-building activities and training or development sessions should be considered to aid integration and support performance in their new roles.

Frequently Asked Questions for Employees Transferring out

	QUESTION	ANSWER
1	What is TUPE?	<p>TUPE is the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). They implement the European Community Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC).</p> <p>The TUPE Regulations ensure that employees' terms and conditions are preserved when a business or undertaking, or part of one, is transferred to a new employer.</p> <p>The Government has agreed that the transfer of employees from Councils to a new employer will act as a transfer governed by the provisions of the TUPE Regulations.</p>

2	When does TUPE apply?	<p>Subject to certain qualifying conditions, the Regulations apply:</p> <ul style="list-style-type: none"> a) when a business or undertaking, or part of one, is transferred to a new employer, or b) when a 'service provision change' takes place (for example, where a contractor takes on a contract to provide a service for a client from another contractor) <p>These two circumstances are jointly categorised as 'relevant transfers'.</p>
3	How are transfers from the public sector to the private sector treated?	<p>These are covered by the regulations in just the same way as transfers between private sector employers.</p>
4	I have heard of the terms transferor and transferee – please can you explain who these are?	<p>The transferor is the 'old' employer and the transferee is the new employer i.e. the company that wins the contract for services.</p>
5	Under the TUPE Regulations what actually transfers to the new employer?	<p>All obligations in relation to employees which were the responsibility of the transferor become the responsibility of the transferee who is said to 'step into the shoes' of the transferor. Consequently all existing contractual terms whether expressed or implied and including terms incorporated from a collective agreement will transfer. Collective agreements in place at time of transfer will be honoured for duration of contract.</p>

6	Does TUPE apply to all employees?	<p>Yes, the TUPE regulations apply to full-time and part-time employees as well as those employed on fixed-term contracts of employment, provided their contracts extend beyond the date of transfer. It does not apply to agency staff though as they do not have a contract of employment.</p> <p>Employees whose substantive post is in the transferring area, but who are on secondment to another part of the organisation will also transfer.</p> <p>Seconded into the organisation affected by the transfer are not generally included in TUPE as their substantive post is elsewhere in the Council.</p>
7	Can the new employer choose who transfers?	<p>No, only employees who are employed in the undertaking or service being transferred can be transferred under TUPE.</p> <p>Employees absent from work, for example, those on long term sick leave or maternity leave, are included. Employees whose substantive post is in the transferring area, but who are on secondment to another part of the organisation will also transfer.</p> <p>Seconded into the organisation affected by the transfer are not generally included in TUPE as their substantive post is elsewhere in the Council.</p> <p>Employees who work across two or more areas are less clear cut. The Council will work with employees in this situation to understand how much of their role relates to the affected area being transferred. The impact of their role will also be taken into consideration. However, in general if the majority of their work is transferring then the employee too will transfer.</p> <p>The Council will determine those affected and consult with the 'appropriate representatives' at the earliest opportunity.</p>

8	I am about to go on maternity leave knowing that a TUPE transfer is likely to occur while I am absent. What will happen to me?	The fact that an employee may already be on maternity leave prior to and/or at the time of transfer makes no difference to their maternity rights. Clearly if you are affected by the transfer you will be informed at the same time as your colleagues. However, if you are unable to attend a face to face meeting, your manager will agree with you to consult by telephone or in writing and/or for a representative to attend any meetings on your behalf.
9	I am on maternity leave and a TUPE transfer is underway/has happened. What will happen to my pay?	The employee will be entitled to the same contractual maternity pay, had she continued to be employed by the transferor. Any remaining Statutory Maternity Pay and/or Occupational Maternity Pay will be paid by the new employer.
10	I am on long term sick leave and have been notified of a TUPE transfer. What will happen to my sick pay entitlements?	The employee will be entitled to the same amount of statutory and occupational sick pay, as if they have continued to be employed by the transferor. Any statutory sick pay and any remaining occupational sick pay will be paid by the new employer.
11	What happens to me if I am transferred to another employer under TUPE?	When TUPE applies to the transfer of a team's work, it means that the contracts of employment of all staff employed within that area – that is your terms and conditions of service at the date of transfer - are automatically transferred to the new employer.

12	What protections do employees have under TUPE?	<p>The effect of a TUPE transfer is that transferred employees retain all the rights and obligations existing under their contract of employment with the previous employer and these are transferred to the new employer.</p> <p>This means that their previous terms and conditions of employment carry over to the new employer. The main exception to this rule concerns the treatment of occupational pensions (covered separately below).</p> <p>Accordingly, contractual terms and conditions of employment including the principles of pay are preserved by TUPE e.g pay dates. With regard to annual salary increases, the principle contractual terms apply. Please note that where the Transferee has not had the opportunity to influence any collective agreement negotiations relating to pay awards these will not be considered binding and will therefore not automatically transfer.</p> <p>Liabilities also transfer. This may include for example outstanding holiday and loans.</p>
13	Is continuity of employment broken by a TUPE transfer?	<p>No. An employee's period of continuous employment is not broken by a TUPE transfer and, for the purposes of calculating entitlement to statutory employment rights, the date on which the period of continuous employment started would usually be the date on which the employee started work with the old employer. If there has been a previous TUPE transfer this date may be earlier. After a transfer it is as if the employees had always been employed by the new employer.</p>

14	<p>What happens to the service I've built up with the Council at the date of transfer?</p>	<p>The transfer does not break your service or your continuous employment. The date your continuous employment started with the Council; is the one on which any entitlement to statutory employment rights will continue to be based.</p>
15	<p>Will my continuity of service be maintained if I return to Local Government?</p>	<p>Where an employee returns to Local Government as part of a TUPE transfer without a break between employments, all previous continuous service will be recognised for the purposes of calculation of entitlements to annual leave, and occupational sick pay. This is subject to the return of the original employer being within five years of the original transfer.</p> <p>If the employee returns voluntarily to local government, service continuity is broken.</p>

16	What terms and conditions are likely to transfer?	<p>The new employer is obliged to honour your contract of employment, which means that they must maintain your existing pay and conditions of service. Examples of Terms and Conditions likely to transfer are:</p> <ul style="list-style-type: none"> • Existing pay, method of payment and pay review date • Hours of work • Employment protection rights e.g. unfair dismissal, and redundancy rights • Annual leave entitlement and pay • Sick pay and sick leave entitlements • Statutory and contractual redundancy and severance entitlements • Collective agreements • Contractual benefits • Mobility and flexibility terms • Contractual personnel procedures/policies • Individual personnel files including disciplinary records and current formal warnings • Notice provisions • Continuity of service (for purposes of calculating annual leave, sickness and redundancy calculations) • Mileage Rates
17	Will any terms and conditions not transfer?	<p>There are some terms and conditions that won't be included in a TUPE transfer. These include things such as car parking, discounts with local organisations,</p> <p>With regard to annual salary increases, the principle contractual terms apply. Please note that where the Transferee has not had the opportunity to influence any collective agreement negotiations relating to pay awards these will not be considered binding and will therefore not automatically transfer.</p>
18	Will the reimbursement of professional fees be covered under TUPE?	Yes, if currently reimbursed.

19	Will the new organisation issue me with a new contract of employment?	There is no need for the new organisation to issue a new contract on transfer. However, it is normal practice for the new organisation to write to confirm that they are the new employer.
20	So, if I transferred under TUPE, I would take all my terms and conditions of service with me?	There is one exception; your pension rights are not transferred. However, the Government requires the Council to ensure your new employer provides access to a broadly comparable occupational pension scheme for your future service.
21	What happens to my RDC pension?	<p>Pensions are not currently included in TUPE provisions. However, the Council is committed to following the Office of the Deputy Prime Minister (ODPM) guidance on best value practice on workforce matters in local authority service contracts.</p> <p>The Statement of Practice 'Staff Transfers in the Public Sector' issued by the Cabinet Office in January 2000 and the Annex to it, 'A fair Deal for Staff Pensions' require that pension provision for public sector employees on a TUPE transfer must be protected in one of two ways:-</p> <ul style="list-style-type: none"> • The transferee employer should become an admission body of the Local Government Pension Scheme; or • By the transferee employer offering such employees membership of an alternative pension scheme which is certified as 'broadly comparable' by the Government Actuaries Department (GAD). <p>In a tendering process, the Council can express a preference for admitted body status, but cannot state that this is a requirement as this may restrict which bidders can meet this criteria and may not ensure the best overall deal for the Council.</p>

22	If the transferee becomes an admitted body of the LGPS what will this mean to my pension?	Your membership of the LGPS continues. Employers have a few areas where they can express discretion over how the LGPS operates for their employees but this has little affect on the day to day administration of the pension.
23	What if the transferee has a 'broadly comparable' pension scheme?	<p>Without knowing the details of such a scheme it is impossible to comment.</p> <p>When you are TUPE'd to another organisation the Council provides you with a 'deferred pensions benefit' this means that your pension is put on hold with your lump sum and other benefits, it will then increase according to the Retail Price Index (RPI) each year, until either you, transfer your pension to another organisations pension scheme or you retire and make a claim on your pension. The pension will not follow you to a new organisation unless it is transferred and it will cease as a final salary pension at the point of TUPE.</p>
24	Can my terms and conditions of service be changed once I have transferred to the new employer?	The new employer is obliged to honour your contract of employment, which means that they must maintain your existing pay and conditions of service. However, they can alter them so far (but only so far) as they could have been altered by the Council (for example, changes to pay and annual leave negotiated with your representatives and/or changes to your job description on which you have been fully consulted).

25	Will terms and conditions be harmonised?	<p>In general, only agreed changes, which would have occurred, even if the transfer had not taken place, are allowed. All employers have a duty to consult on changes they wish to make. An employee has the same right to object to unilateral contractual changes after the transfer as he or she had before it.</p> <p>The TUPE Regulations place limitations on the ability of the new employer to vary terms and conditions following transfer. Essentially the new employer cannot worsen the terms and conditions of transferring employees unless they can demonstrate that there is an economic, technical or organisational (ETO) reason. Government guidance and recent case law suggests that worsening an employee's contract for the purpose of achieving post-transfer harmonisation cannot be justified by an ETO reason.</p>
26	Is there a time limit or period after which TUPE terms are no longer valid?	<p>No, a TUPE transfer will transfer you to a new organisation on the terms that are beneficial and agreed by all parties. They form your terms and conditions of employment and should not change without your prior agreement.</p>
27	After a period of time, can a new employer change the terms and conditions of employment by using methods such as 'the consultation' process themselves?	<p>Yes they can, but they cannot make any changes to your terms and conditions of employment that would place you at a disadvantage to other staff in the organisation. Similarly, they cannot make any changes to your terms and conditions of employment that you have not agreed to or are in agreement with, and they must also prove that any changes are not as a result of, or related to, the TUPE transfer.</p>

28	What if the new employer dismisses me rather than employing me?	TUPE gives enhanced rights to employees who are dismissed before, or after, the transfer. Such dismissals would be automatically unfair unless they can be shown to have been either unconnected with the transfer or for a genuine economic, technical, or organisational reason (sometimes referred to as an ETO reason) entailing changes in the workforce e.g. redundancies, and the employer is acting "reasonably" in treating that reason as sufficient to justify a dismissal. If your new employer does dismiss you for one of these reasons, they must give you contractual notice, or pay in lieu of it, and pay you redundancy compensation.
29	What if I don't want to transfer?	The regulations allow for someone to opt out of the transfer by informing either your line manager or your proposed new employer. You should note, however, that this is likely to mean that you will be treated as if you had resigned, not as if you had been dismissed. There is no redundancy situation and therefore there is no entitlement to any redundancy payment.
30	Why can't I be made redundant if my job with my current employer no longer exists?	Your job still exists – it has simply transferred to a new employer – therefore you are not redundant.
31	Will trade union recognition agreements transfer?	Where the transferring employer recognises an independent trade union in respect of employees who are transferring to a new employer, the new employer would usually inherit any recognition agreements in place between the transferring employer and the recognised trade union.

32	Will the sickness records of individuals and other personnel information be passed to the new employer?	<p>Yes, sickness records will be passed to the new employer but only those relevant for current occupational sick pay and statutory sick pay purposes. Other personnel records, which relate to the contract of employment, will also transfer. These will include:</p> <ul style="list-style-type: none"> • Personal details, e.g. age, length of service, next of kin information, pay details • Offer letter • Statement of written particulars • Job Title and job description • Relevant training records • Accident report forms • Leave sheet to ensure retention of any carry forward • Eye test letter
33	What about any claims I have against my existing employer?	<p>Any pre-existing claims which the transferring employees have against the Council would also transfer with the employees to the new employer. Any liability for a dismissal which was for a transfer-connected reason would transfer. Any claims for personal injury, any employment tribunal claims, common law claims (and indeed most claims) transfer also.</p>
34	How and what will I be told about the transfer?	<p>Under the TUPE regulations there is a statutory duty imposed on the old employer to consult and inform the 'appropriate representatives' of all employees who are affected by the transfer, prior to the transfer taking place. The process of consultation with representatives must be undertaken with a view to reaching agreement on the proposal.</p> <p>The Council will tell you and your trade union or</p>

		<p>elected representatives:</p> <ul style="list-style-type: none"> • That a transfer is being considered and why it is being considered • The approximate date of transfer • Which group/individuals are proposed to transfer • About the legal, economic and social implications of the transfer • That your terms and conditions of service will transfer to the new employer (TUPE applies) • What differences, if any, it will make to you – changes in pensions etc • Whether you will be moving to new premises to work for the new employer etc • About any measures to be taken in connection with the transfer which will affect you • About any measures likely to be taken by the new employer that will affect you. • About numbers of agency workers engaged by the Council; the areas they work in and types of work they do.
35	How much notice will I be given of a TUPE transfer to a new employer?	<p>There is no legal requirement for a minimum consultation period. However, the Council has agreed a minimum consultation period of 15 calendar days with recognised unions. In most cases though this period will be considerably longer.</p> <p>There is no requirement to give notice of the termination of an individual's contract as the contract is continuing with the new employer.</p> <p>However, the Council will give as much notice as possible of any forthcoming TUPE situation.</p>

36	I was TUPE transferred into RDC and now wish to apply for a secondment opportunity within RDC. Will I remain on my current i.e. my TUPE protected terms and conditions or will RDC terms and conditions apply?	RDC terms and conditions would apply during the secondment period. This should be confirmed to you in writing in advance of you accepting the secondment opportunity.
37	Upon my return to my substantive post at the end of my secondment, would I remain on the RDC terms and conditions which applied during the secondment period?	At the end of the secondment period, you would revert back to your substantive post and your TUPE protected terms and conditions would apply.
38	What happens if the TUPE transfer means that I will be relocated to new offices that are further away from my home?	The new location must be communicated to employees as part of the information/consultation process. In the situation where the change in location may be deemed to be a substantial change to the employee's detriment then the transferor will look to begin a redundancy consultation process with the employees that object to the new location. A 'substantial change' would be if the new office location means that the employee's journey would be a lot longer, more difficult or expensive.
39	Who can I contact if I have any further questions about TUPE?	<p>We appreciate that this period of major change can be very unsettling for some staff and you may require further support. In the first instance please speak to your line manager.</p> <p>If you are a member of a trade Union then you can also speak to them about your concerns.</p> <p>You may also wish to contact the Employee Assistance Programme if you wish to speak to someone independent of RDC</p>
40	Where can I find out more information about TUPE?	<p>To find out more about TUPE please see the BERR website (Department for Business, Enterprise and regulatory Reform formerly the Department for Trade and Industry) http://www.bis.gov.uk/</p> <p>You may also want to have a look at the ACAS website http://www.acas.org.uk/</p>



Appendix I: Approval Form for Business Case for Organisational Change

Directorate/ Service Area	
Director:	
Date:	

Finance Sign off and Comment	
This section should confirm that budget provision exists for the proposals	
Signed Finance	Date

HR Sign off and Comments	
This section should confirm that implications around structure(s), equity, job evaluation and overall organisational design have been considered, that employees have had the opportunity to provide feedback through informal consultation, how changes will be monitored and reviewed to assess if the purpose/targets/aims of the change has been achieved.	
Signed HR	Date

SLT sign off and Comments

This section should confirm that the proposals are in line with strategic intent and will support the delivery of the Corporate Plan.

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Signed

Date

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Appendix J: Equality Impact Assessment Template

Service Area:

Officers responsible for Screening:

Date of Screening:

Subject matter:

Note

This Equalities Impact Initial Screening is a draft version based upon an assessment of impacts on employees at the start of the consultation process. Throughout the consultation process employees are able to respond with any queries and can raise any concerns about equalities impacts. These will be looked at thoroughly before any final decisions are made.

Managers are reminded of the statutory rights and protections (Equality Act 2010) in relation to pregnant employees or those on maternity leave.

Reason for the reorganisation

Consultation and opportunities to influence the proposal

Communication with staff

Communication with affected staff

Ongoing communication with staff

Responses to the consultation

Baseline data from equalities monitoring of existing staff

Staff numbers	Total	
Gender	Male	
	Female	
Ethnicity Breakdown	Total	
White		
British		
Irish		
Any Other White Background		
Mixed		
White & Black Caribbean		
White & Black African		
White & Asian		
Any Other Mixed Background		
Asian or Asian British		
Indian		
Pakistani		
Bangladeshi		
Sikh		
Any Other Asian Background		
Black or Black British		
Caribbean		

African		
Any Other Black Background		
Chinese or Other Ethnic Group		
Chinese		
Other Ethnic Group		
Non Disclosure		
Blanks		
Disability		
	Yes	
	No	
	Not stated	

Classification of the effects on staff of the restructuring proposals

The effect on staff of the restructuring proposals can be classified as minor or significant. A minor effect on a staff member would be a change in line management, a change in job title or a change in number of direct reports or scope of management within the general constraints of the individual’s substantive role. Deletion of an existing post but directly matching to a broadly similar post (matching requires 70% JD match) is also considered to constitute a minor effect.

A significant impact would be the deletion of a substantive post without being matched to an alternative post in the new structure or being ring fenced or prior considered for a competitive interview where the number of similar posts proposed is less than the number of substantive post holders.

Mitigating the effects on staff

As mentioned above, throughout the consultation period all affected staff will be offered 1-2-1 meetings at which they can seek clarification of the process to be followed, the appeals process or options for redeployment. In accordance with the adopted policy of the Council all staff who are displaced and without an identified post on the proposed structure will be guided through the redeployment process and

provided with assistance to access vacant posts likely to be of interest following an assessment of the skills match questionnaire.

Additionally, staff will always be reminded that they have access to the Employee Assistance Programme should they consider it beneficial.

Assessment of Impact

The assessment of the impact on staff is based upon the details available at this time, i.e. the commencement of the consultation phase. The categorisation of adversely affected staff may change following the conclusion of the consultation as staff exercise their right of appeal against the matching and prior consideration proposals.

		Minor Impact	Significant Impact	Neutral Impact	Reason
Gender	Women				
	Men				
Race	African				
	Black British				
	Black African				
	Caribbean				
	English				
	Indian				
	Pakistani				
	Polish				
	White & Asian				
	White & Black African				

	White & Black Caribbean				
	White British				
	Other White Background				
	Other Asian Background				
	Other Mixed Background				
	Sikh				
Disability	Yes				
	No				
	Not Stated				

Appendix K: Job matching decision matrix



Job matching panel members:

Date of matching panel:

Job title of new post:

Job title of current/existing post (where applicable):

Note – must be up to date and current JD that is compared with the new post

- **2 = fully matches the criteria**
- **1 = partially matches**
- **0 = does not match**

Criteria	2	1	0	Notes
Overall Purpose				
Main duties/responsibilities				
Size of Post budget/people/assets				
Status (Grade)				
Skills/Experience/Competencies				
Overall score (7/10 plus is a match)				
Does restricted competition apply?				

This form lists details of all existing posts compared with new post, and decision re matching

Post Title	
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Post No:		Grade	
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Attached: New Job Description YES / NO

POTENTIAL COMPARISONS (From Outgoing Structure):

Name	Post Title	Level	JD Attached	PS Attached	Matched	Not Matched	Restricted competition

Any secondment/acting up employees in post for 12 months plus – consider for restricted competition. (See Organisational Change Policy)