



Organisational Change Policy

The Office of the Police and Crime Commissioner (OPCC) is committed to the principles of equality and diversity. No member of the public, member of staff, volunteer or job applicant shall be discriminated against on the grounds of age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; or sexual orientation.

Introduction

1. The purpose of this policy is to set the framework for the implementation of the new structure, management of the alternative employment procedure for displaced staff and compulsory redundancy, where the change programme reduces staffing levels. It is the agreed aim of the OPCC and the Trade Unions to maintain and enhance the efficiency of the OPCC in order to safeguard the current and future employment of staff colleagues.
2. The OPCC, in consultation with the Trade Unions will seek to minimise the effect of compulsory redundancies through effective arrangements for filling posts, the redeployment of displaced staff, voluntary redundancy and voluntary early retirement.

Scope of policy

3. The policy will apply to individuals whose posts are affected by a reorganisation or financial efficiency savings which result in significant changes to the jobs that they perform, i.e. relocation or a reduction in posts. Its provisions cover:-
 - The process that will be adopted to appoint individuals into the new structure
 - The management of alternative employment
 - Voluntary redundancy/early retirement arrangements
 - Compulsory redundancy arrangements.

Application of the policy

4. This policy will apply in the following circumstances:
 - Numbers of posts are to be reduced following the re-organisation, financial efficiency savings or significantly changed duties, e.g., new technological developments, etc.
 - Work locations are permanently changed resulting in unreasonable daily travel to work
 - Reductions or changes in external funding arrangements

- Where roles are re-graded as a result of re-organisation

Consultation with Trade Unions

5. Where organisational change is required that leads to the reduction in posts, significant change to posts, or the movement of work locations appropriate consultation/negotiations will take place with the recognised Trade Unions prior to implementation and throughout the process. Guidance should be sought from the legal adviser on the legal obligations for consulting with the Trade Unions.

Individual consultation

6. Throughout the organisational change process, the individual and the line manager will have a number of meetings so that the individual may:
 - Receive information regarding recruitment processes
 - Understand the proposed changes and how they impact upon them
 - Ask questions and make comments
 - Discuss the options available to them
 - Provide feedback on the particular change programme and its impact on them
7. The individual will attend at least three individual consultation meetings throughout the period leading to compulsory redundancy with the line manager at the following stages:
 1. When the individual is notified that their post will be affected and to explain the options available (meeting 1)
 2. To confirm the outcome of the selection process and give notice of redundancy where appropriate (meeting 2)
 3. When the redundancy takes effect (meeting 3)

Representation

8. The individual is entitled to representation by a recognised Trade Union or other work colleague if not a member of a Trade Union at all stages in this process (except during a job interview).

Appointments to roles following organisation change

9. Once the revised staff structure has been agreed it will be necessary to determine how posts in the structure will be filled. Following consultation/negotiations with the Trade Unions, appointment processes to posts will be determined by reference to the affected occupational grouping and the skills and knowledge requirements of the new roles within the identified activities. In these circumstances one of the following approaches will apply:

Salary band, duties and number of posts unchanged:

10. Individuals occupying posts that are unchanged will move across in their role and will be assimilated into the new structure.

Salary band, duties and number of posts unaffected but locations change:

11. Where the number of posts and their duties and band remain unchanged but the location of the posts changes, a preferencing exercise will normally take place. This will involve individuals indicating a minimum of two preferred work locations giving details of any personal circumstances and providing supporting information as appropriate. No guarantees can be given that individuals will receive their preference(s). Where it is identified that the location that the individual has been allocated will result in unreasonable travel they will be offered voluntary redundancy/early retirement or suitable alternative employment in line with this policy.

Band and duties remain the same but the number of posts is reduced:

12. Where the number of posts is reduced, an appropriate “ring-fence” will be agreed. Those individuals within the ring fence will be made aware that they may apply for a post in the new structure, request voluntary redundancy/early retirement or to be placed onto the alternative employment register in line with this policy. Where all of the particular posts are redundant or disestablished from the new structure, individuals will be placed directly on to the Alternative Employment Register.

New roles and existing roles with amended duties

13. A new role can be defined as:
 - Increase in the establishment
 - The need to undertake work not already part of an existing role
14. All new roles will be advertised in the first instance to individuals on the Alternative Employment Register.
15. Where there is a significant change to an existing role this may be reviewed and regraded. Selection to the roles will be based on ring fencing arrangements within the appropriate Occupational Grouping and agreed in the normal manner with the Trade Unions.
16. An appropriate selection process will be agreed and will, where appropriate, comprise a generic application form which can be completed and submitted electronically, to avoid duplication (with the facility of an additional section for applicants to submit any specific information they wish, relevant to the post being applied for). Selection will take place by interview (subject to 17 below). Feedback will be provided to unsuccessful candidates, in writing if required.
17. Appointments, particularly at lower salary bands will take into account personal circumstances, home and work location, although no guarantees can be given that individuals will be appointed to posts at their preferred work location.

Paper based assessment process

18. In some circumstances, (e.g. where large numbers of staff and/or functions are affected by organisational change), use of a paper based assessment process may be appropriate
19. Consultation/ negotiations on this issue will take place with the recognised Trade Unions and when agreed will be incorporated into this policy. If there any staff dissatisfied with the ring-fencing decisions, a second review involving the trade unions may be instigated for a final decision.

Redundancy Notice

20. If the individual has been unsuccessful in a recruitment process and therefore not appointed to a post, after consultation, they will be issued with a notice of redundancy. The redundancy notice will provide the individual with the appropriate notice of the date that their employment is to be terminated on the grounds of redundancy. The period of notice may vary according to organisational requirements. However, it cannot be less than the contractual/statutory notice as appropriate.
21. The length of the notice period will be in accordance with the individual's contractual or statutory notice period whichever is the greater (see the tables below).

Continuous Service	Statutory Notice
1 month but less than 2 years	1 week
2 years but less than 12 years	1 week for each year of continuous employment
12 years or more	Not less than 12 weeks

Salary Band	Contractual Notice Period
Bands A – C	One month
Band D	Two months
Band E and over	Three months

22. The notice of redundancy will be issued following completion of the recruitment/ selection process and individual consultation has taken place.
23. An individual who has been given notice of redundancy will have the opportunity to request to leave early and those individuals who leave the OPCC early will be paid up until their last working day and will not receive payment in lieu of notice. The redundancy/ pension payment will be recalculated to reflect the revised leaving date.
24. The individual will be placed on the Alternative Employment register and during the notice period they will be notified of suitable alternative work. Individuals on the register will be required to undertake any reasonable interim duties in accordance with their skills, knowledge, experience and personal circumstances taking into account the location of the work whilst awaiting redeployment to a suitable post.
25. Staff that are not formally 'at risk' of redundancy but are part of a function likely to reduce staffing as part of a change programme may request voluntary redundancy. The decision to approve voluntary redundancy requests will be based on

implementation change dates and business resilience needs and are at management discretion.

Alternative Employment

26. This part of the policy applies to those individuals who are at risk of redundancy.

Principles

27. The OPCC is committed to:

- Wherever possible offering employment opportunities to enable individuals to secure a suitable alternative job and maintain continuity of employment.
- Providing training and induction as appropriate.
- Working with the Trade Unions to agree a process which will ensure that organisational change is managed in a fair, consistent and transparent manner.

Process

28. Individuals will be placed on to the alternative employment register if they are deemed to be at risk of redundancy or choose to go onto the register as an alternative to taking part in the recruitment process. This only applies to individuals who have at least one year's continuous service. For individuals with less than one year's continuous service, their employment will end following their notice period. Please note that if staff are on fixed term contracts they are generally not eligible to 'ring-fencing' to roles but this will depend on the duration of the contract. Each case will be considered individually. Staff that are 'at-risk' but secure a secondment or work on a fixed term will remain on the AER and continue to receive notification of vacancies. The notice period will be extended to fit in with the duration of the secondment or fixed term placement. If the secondment is 3 months or less, the notice for redundancy will be issued specifying the relevant date for termination.
29. The employee will be invited to an individual consultation meeting with the line manager, provided with a copy of this policy and be placed on the alternative employment register. Their status will be confirmed in writing with a rationale for that decision and providing a date that they will be placed on the register and what their projected termination date will be.
30. The individual will be required to complete a skills profile. This will enable them to document/ present their skills, knowledge and abilities, occupational and work location preferences and any special requirements or personal circumstances, such as flexible working, equipment, etc. This information will enable the OPCC to identify suitable skills matches against available vacancies. The individual should ensure that their skills profile is updated.
31. The individual will be notified of employment opportunities that are available within the OPCC. They will be able to express an interest in a vacancy, by requesting that their skills profile is submitted for consideration and provide additional information to support their application for that role.

Business as usual recruitment

32. Individuals who are on the alternative employment register will have preferential consideration for all posts that have arisen as a result of 'business as usual' vacancies.
33. Members of staff not on the register or external candidates will not be considered in the first instance for this category of post.

Trial periods

34. Where an individual has been placed into a post, a trial period will be required as follows. Trial periods are for the individual to assess the suitability of the new job. The length of the trial period will be four calendar weeks, during which time an induction, training needs and any reasonable adjustments required will be addressed.
35. At the beginning of the trial period it is the responsibility of the receiving line manager, to undertake a training needs analysis to identify the learning needs of the individual. The redundancy notice date can be extended if the four-week trial goes beyond that date.
36. A trial period may be extended if reasonable adjustments need to be put into place. Also, before the end of the trial period the line manager will review the performance of the individual and must arrange a meeting with the individual to discuss whether the trial has been successful.
37. Where a trial period is extended and the employee is unsuccessful or declines the post, they will still be entitled to redundancy pay. They will still be eligible to apply for other roles whilst on the Alternative Employment Register.
38. Where the trial period has been successful a permanent appointment will be confirmed in writing without any further requirement for interview.
39. If the trial period is unsuccessful, the individual may submit an appeal. In the meantime, until the appeal is heard, the individual will be required to undertake any reasonable interim duties in accordance with their skills, knowledge and experience taking into account personal circumstances and the location of the work.
40. If no post has been found when the notice period has elapsed and all reasonable steps have been taken to identify suitable alternative posts, the individual will be dismissed on the grounds of redundancy.

Protection of earnings

41. Every effort will be made to redeploy an individual into a suitable alternative post that reflects their current contractual level of earnings, skill, status, and travel arrangements. During the four week trial period the individual's earnings will remain unchanged except where they are entitled to receive more pay than their current earnings level.
42. Protection of earnings will apply where the individual has been redeployed into a lower graded post. The protection of earnings will apply from the date of confirmation into the new post. The earnings (including any allowances) in the previous post will be frozen for a period of 3 months. During this period there will not be any entitlement to

further incremental progression or to receive national pay awards. Following this period the difference in the earnings will be reduced by 50% for a further 3 months, at the end of which, the individual will be placed on the maximum spinal column point of the new substantive pay band.

Additional travelling expenses

43. Where additional travel to work costs are incurred they will be paid in accordance with the agreed Additional Travel Expenses policy.

Pensions

44. The final pay used to calculate an individual's benefits is normally the pensionable pay they have earned during their final year of service. If their pensionable pay has gone down shortly before they leave or retire then instead of the last 12 months, they can pick one of the two immediately preceding years to be their final pay period for calculation purposes. In addition if their pay has reduced because they are downgraded or take a job with less responsibility then unless their pension comes into payment because of Flexible Retirement, they can choose to have their final pay calculated on an average of any three consecutive years ending 31st March, within the last ten years before the date of their retirement. Individuals are advised to seek advice from the Local Government Pension Scheme.

Appeals process

45. If an individual is deemed unsuitable for a post after being interviewed, for which they consider that they were suitable, they can appeal to the Chief Executive within 7 working days of being notified of the decision, setting out the grounds on which they believe have been unfairly treated. If deemed unsuitable for a post and the individual is made compulsory redundant they have the right to appeal to the OPCC. The individual must work with the OPCC to ensure this takes place as soon as possible.

Additional travel expenses

46. Where there is an organisational requirement for an employee to move work location, but not to move home, they may be entitled to claim Additional Travelling Expenses, if there is additional 'home to work' travel.
47. Individuals who gain a promotion following a restructure will not normally be eligible to receive the allowance. However, where an individual is promoted and a managerial decision is taken to post them to a specific work location, they will be eligible to receive the allowance if additional travel costs are incurred.

Determination of allowance

48. The allowance paid shall be equal to the difference between the cost of travelling from home to the new place of work, and from home to the old place of work. Where there is no difference in costs, e.g. current users of a travel card, then no additional payment will be made.
49. The allowance will be based on either the current mileage rates for local travel or standard train or bus fare and will be paid on a monthly basis subject to tax and National Insurance deductions. The amount will not be pensionable.

- 50. **Individuals will only be able to claim an allowance based on the local travel mileage rate if they are an authorised car user for the OPCC.** In all other cases the allowance will be based on public transport rates (train or bus fares).
- 51. Individuals will not be required to submit monthly claims once the allowance has been calculated.
- 52. Individuals must notify their line manager if their place of work or home address is changed thus affecting the additional travelling allowance

Period of claim

- 53. Individuals will be able to claim for a four year period on a monthly basis. Payments will be subject to tax and National Insurance deductions. The calculation will be based on 45 working weeks per year, thereby taking account of annual leave entitlements and public holidays.

1) Worked examples of claim (authorised car user)

Existing home to work mileage (weekly)	70
New home to work mileage (weekly)	100
Engine size	1200 cc
Local Travel Rate	50.5 pence

Calculation

Additional Mileage x Local Travel Rate x 45 weeks x 4 years and divided by 48 months

$$30 \times 50.5 \times 45 \times 4 = \pounds 2,727 \div 48 = \pounds 56.81 \text{ per month}$$

NB Different mileage rates apply in relation to Force provided vehicles.

2) Worked example of claim (public transport user)

Existing home to work bus/train fare	£12.00 per week
New home to work bus/train fare	£15.50 per week
$\pounds 3.50 \times 45 \times 4 = \pounds 630.00 \div 48 =$	£13.12 per month

Interim/Temporary relocation

- 54. The principle for calculating the additional travel allowance remains the same. Individuals will receive a monthly payment. It should be noted that if the employee uses a bus or train travel card and therefore there are no additional costs incurred – no allowance is payable.

Maternity leave

- 55. When an individual is absent on maternity leave the payment will temporarily cease for the duration of the absence.

Sick leave

56. When an individual is absent for a period exceeding four weeks, the payment will cease.

Review

57. An annual review of those in receipt of this allowance will be undertaken and where appropriate allowance payments will be reconsidered.