# Model Agreement on the handling of organisational change

## 1. Principles

1. This collective agreement between the college and its recognised unions is intended as a framework for addressing proposals to achieve organisational change.
2. It is acknowledged that organisational change may be necessary in order for the college to continue to deliver excellent teaching and learning for its learners and the community it serves.
3. The college values all its employees and is committed to taking every possible step to avoid the need for compulsory redundancies.
4. The college and the recognised unions are committed to seeking organisational change through consensus and agreement. To this end consultation and negotiation over any organisational change shall be carried out with the objective of reaching agreement.
5. At all stages of this procedure, individual employees will have the right to be accompanied by a colleague or trade union representative.
6. No aspect of this agreement will prevent recognised trade unions from taking appropriate action, as directed by their members, within the agreed mechanisms of the college recognition and procedure agreements.
7. All parties to this agreement recognise the responsibility to ensure equal treatment for all employees, irrespective of grade and recognise the need to minimise disruption to employees during periods of change.

## 2. Scope

1. When the college is contemplating any change in the staffing structure of the college this procedure shall be followed. Changes in staffing structure include changes to job grading, changes to job descriptions, changes in reporting relationships, changes in role location or changes in the number of roles in any particular part of the organisation.

## 3. Procedure

1. The college will keep the recognised trade unions up to date at all times with regard to all financial information which has the potential to affect the structure of the organisation and the terms and conditions of staff. This will include providing timely updates on progress against current budgets and forecasts and any other information related to the impact of government policy or the policy of other partners and any other changes in income patterns for the college.
2. As a good employer, the college will review all organisational policy decisions with a view to identifying any possible implications for employees.
3. Before any reorganisation of staffing is carried out the college shall consult with the unions over the appropriateness of offering voluntary severance packages or early retirement packages.
4. Should a decision be taken to provide such packages, full consultation shall occur over the terms to be offered. Any proposals for early retirement packages will be such as to avoid employees suffering actuarial reductions.
5. The college will, subject to the need to manage the college’s assets responsibly, provide financial terms of similar value to the best practice arrangements in Further Education.
6. The college maintains the right to reject an application for voluntary severance for operational reasons, though this consideration will be balanced with the commitment to avoid a situation in which any employee/s is/are at risk of compulsory redundancy.
7. When proposals are being considered, these proposals should be disclosed to the recognised trade unions as soon as possible, and at a sufficiently formative stage to allow full and meaningful consultation.
8. Where the college is in the process of reorganisation / restructuring, management will consider if there are any special circumstances which would prevent a vacant post being ring fenced to internal candidates initially. Management will provide written reasons where special circumstances are believed to exist. Where no special circumstances exist vacancies will be ring-fenced to internal candidates only in the first instance. Management shall consult with the unions if they believe that there are special circumstances, with a view to reaching agreement. Where jobs are advertised externally then external and internal advertisement will occur simultaneously.
9. The college will carry out a full Equality Impact Assessment on any proposals at the appropriate time (before proposals are implemented) and will meet best practice standards for consultation in carrying out any such Equality Impact Assessment.
10. Proposals disclosed to the recognised trade unions should include the rationale for the proposed organisational change, an explanation of how the proposed change should address operational requirements and information on the predicted impact on the college staffing. This will also include, if available, information on reporting relationships, job descriptions, grading arrangements and any other features or developments brought about by any proposals for organisational change.
11. In addition to the information provided to recognised trade unions, appropriate information should also be provided to individual employees. As part of this process, a management representative should be identified as a recipient of comments and suggestions from affected employees.
12. The college will, as a responsible employer, allow a reasonable time period for consultation with individual employees and recognised trade unions. The period for consultation shall be not less than 30 days in addition to any statutory consultation period which may be applicable.
13. The college will consider any submission from the recognised trade unions, before any final or irrevocable decision is made on the finalised proposals. The college will respond in writing to any such proposal, presenting a rationale for the acceptance or rejection of any proposals from the trade unions.
14. The consultation period shall also include consultation over how the changes will be implemented, the likely effect on employees and the timetable for implementation (including arrangements for negotiating terms and conditions of employment which may be affected).
15. The college will take all reasonable steps to avoid the risk of compulsory redundancies as per legislation.
16. During the course of any restructure, if it becomes clear that redundancies cannot be avoided then the college will commence a full consultation over the redundancies. The college will allow a minimum period of 30 days consultation over the redundancy, irrespective of the numbers of employees at risk of redundancy. This minimum of 30 days consultation will be in addition to any statutory consultation period which may be applicable.
17. During this consultation, the college will consider every possible means of avoiding redundancies and mitigating the potential effect of redundancies. This shall include examining redeployment through ‘slotting in’ procedures, bumping, freezing external appointments, retraining, and any other appropriate proposals raised by the unions or the employees concerned, as detailed elsewhere in this agreement.
18. The term “bumping” is the process in a redundancy situation whereby an employer can let an employee who is not actually at risk, volunteer for redundancy, because they know that their post can be filled by another employee who is at risk. Bumping must be voluntary. It is accepted that the college will have regard to operational requirements in this situation.
19. The college will seriously consider any written proposals, if presented by the recognised trade unions, for alternative courses of action to avoid compulsory redundancies and will give reasons in writing for the rejection of any such proposals.
20. In a redundancy situation arising out of a restructure the college will consider a further trawl for voluntary severance or early retirement with enhanced terms if appropriate. The college will consult with the unions over how to conduct this trawl. The trawl should not be confined only to those employees at risk as issues like “bumping” should be considered as part of the solution.

## 4. Procedure for “Slotting In”

1. Where there are posts in the proposed new structure that are substantially the same as those previously existing in then college staff will be “slotted” into the equivalent posts.
2. The terms 'substantially the same' and 'equivalent posts' apply where a significant proportion of the duties, job content and skill set, (with an understanding that this will normally mean at least 60%), in the new post is the same as the post previously held. The college will also consider appropriate training and development provision to allow transferred employee to adjust to the post in the new structure.
3. The college shall determine which employees can be slotted into posts based on the 60% rule and which posts may be available. These proposals should be subject to consultation with the recognised trade unions

1. Following consultations with the recognised trade unions, those employees concerned will be consulted and individuals shall have a right to appeal if they have not been “slotted” to a post that they believe is suitable.

5. It is accepted that it is possible that an individual’s skills could be suited to more than one post identified for “slotting in.” If this occurs, such individuals will be asked to prioritise their preferred choice of posts and management will take this into account in the final decision on slotting in.

6. If the college proposes to give slotting rights to more than one individual for any particular post then there shall be consultation with the unions over the means to be adopted for filling the post. All parties shall seek to agree a process that is fair, transparent and recognises the need for equal opportunities.

## 5. New Posts

1. Where there are proposals to create new posts within the structure of the college the procedure to be followed will be as detailed earlier in this agreement under clause 3.7. This shall include consultation about a proper process for filling these posts. It is recognised that some posts may require external recruitment.

2. Copies of the proposed new job descriptions shall be made available to the unions for consultation.

## 6. Order of Posts to be Filled

1. Posts within any proposed new structure shall be filled by the agreed means taking each grade of posts in turn, starting with the highest graded post(s) first. In the first instance only employees who are on that grade immediately prior to the restructure process, shall be eligible for a post at the grade of posts being filled.

1. In the event that management and the unions agree that a post in the structure is the same as an existing post but at a higher grade (based on an analysis of the role), then agreement will be reached over a process for filling such posts which protects the slotting rights of the current post holder based on paragraphs 4.2, 4.3 and 4.4.
2. If any posts at a particular grade remain unfilled they shall not immediately be opened to employees at other grades. Such posts will be in a pool of unfilled posts which are, in the first instance, open to employees who are “displaced”
3. If any employee at a particular grade does not achieve a post in the first instance then they shall be put into a pool of “displaced” employees.
4. Once the first round of post filling has been completed then “displaced” employees shall be considered for unfilled posts. This shall be based on finding suitable alternative employment, which means that in the first instance, employees may only apply for any unfilled post at their grade.
5. If there then remain “displaced” employees and unfilled posts then those “displaced” may apply for any remaining posts within the structure.
6. Any post more than one grade below the post currently held, would not normally be regarded as a suitable alternative, unless it is deemed acceptable by the employee.
7. Management will make all reasonable efforts to find acceptable posts for “displaced” employees. Should this not prove possible, then consultation will take place with the employee unions with a view to reaching agreement over opening up remaining vacancies to all employees and, if necessary, external advert.

## 7. Action on Taking Up New Posts

1. Employees who have been redeployed to a new position with duties that are substantially different to previous duties (i.e. less than 60%% overlap or in other circumstances agreed between the employee and the college), shall be subject to a trial period for not less than 3 and not more than 6 months. Ongoing assessments would be undertaken throughout the trial period to ensure the suitability of the appointment. For the avoidance of doubt this is not a probationary period and does not imply a break in contractual employment rights. At the end of the trial period, an employee can request alternative considerations to the new position, without any effect on their employment rights. Equally management may review the suitability of the individual to that role.
2. Once employees have been identified with their new posts they shall be provided with a confirmed job description at the earliest opportunity. Prior to the employee beginning the trial period in the new post every effort will be made to provide clear plans for training in the requisite skills and knowledge. Arrangements for the provision of appropriate equipment will be in place. The process of drawing up such a plan will include the employee and their new line manager. Where practicable the initial training provision should commence no later than four weeks after taking up the post. Reviews should be scheduled at least monthly during the trial period and issues discussed and agreed outcomes should be recorded and copied to the personnel department who will take an overview to ensure the process is being followed consistently.
3. Amendments to these timescales may occur if mutually agreed.

## 8. Protection and Redeployment Arrangements

1. The following provisions will apply where employees are asked to consider redeployment either as a result of a change in the organisation of the college, where there is no suitable alternative post in the revised structure, or where any specific post may be discontinued and it is necessary to accommodate the incumbent elsewhere within the college.
2. Any change in the job secured through redeployment will be by agreement between the employee and the college after consultation with management.
3. There shall be a trial period during which time management and/or the employee can decide whether or not the appointment has been satisfactory and appropriate. A review process as detailed in clause 7 should be undertaken. For the avoidance of doubt this is not a probationary period and does not imply a break in contractual employment rights. The trial period shall be used to assist the employee with training and development if appropriate to enable them to fulfil the requirements of the post.
4. Prior to taking up new responsibilities the employee concerned will be consulted in respect of the precise job description relating to the post. During the trial period referred to above, the employee may make representations to their line manager as to any reasonable modification of the job description.
5. Any employee redeployed into another post of a lower grade will receive personal salary protection within the scale relating to their appointment prior to the move. They will benefit from any increments or annual increases relevant to that particular scale. This protection will remain for a minimum of three years.
6. Any alternative post which is more than one grade below that of the post previously occupied by an employee would not normally be regarded as a suitable alternative. However, the employee would have the option of undertaking the role for a trial period, at the end of which the review process as detailed in clause 7 should be undertaken.
7. If, during or at the end of a trial period the employee and/or management decide that the post is not a suitable alternative, management will discuss with the individual concerned. Where a new alternative role is agreed, section 8 of this document will apply. At the end of the trial period the employee has the right to reject the new post, without any effect on their statutory employment rights.
8. The college will develop relationships with neighbouring further education institutions in order to facilitate and encourage the development of re-deployment opportunities outside of the corporation and to provide the same opportunities to staff in those colleges where organisational change is also occurring.

## 9. Appeals

1. There shall be a right to appeal over “slotting in” decisions. Such appeals must be lodged within 5 working days and shall be heard by the Principal or another employee designated by him/her, senior to the line manager and who has had no previous involvement in the issue. Where the principal has been involved in the case it may be necessary for the appeal to be heard by a college governor.
2. All employees shall have the right to be accompanied by a work colleague or a trade union representative. Appeals will be heard within 15 days. The decision will be final.
3. If an employee is selected for redundancy, they will be able to appeal against the decision, as enshrined in their statutory rights. All employees shall have the right to be accompanied by a work colleague or a trade union representative.
4. Any arrangement made under this procedure does not preclude any employee separately pursuing their statutory and contractual rights at any time.

## 10. Changes to This Procedure

Any variation or changes to this procedure shall be agreed within the college JNC. Any proposals for change shall be dealt with as formal items on the agenda.

# Agreed between the college and the recognised employee Union/s

Signed on Behalf of the college

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Signed on Behalf of the college

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