



University
of Glasgow | People & Organisational
Development

Management of Organisational Change Policy and Procedure

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1. Introduction

- 1.1 The University's structure and/or colleague profile requires to change over time to ensure it fully supports the University's Strategy. In managing these changes, the University recognises the importance of security of employment for its colleagues, the benefits of retaining knowledge and expertise and the desirability of avoiding redundancies.
- 1.2 This non-contractual procedure applies to all colleague and provides a framework for managing organisational change which could potentially result in substantive changes* to job roles, potential job closures and hence redundancies. The policy specifically highlights the measures which will ensure that organisational change is managed in an open and transparent way and that where job closures are unavoidable as a result of organisational change, that full consideration is given to any steps which may avoid or minimise the need for potential redundancies and generally minimise the negative impacts on colleague and the University.

*Substantive changes are those which, if implemented, would result in a considerable change in position from A to B (e.g. a change in terms and conditions). For example, a team undergoing substantive changes to their duties/job description (even within the same grade) or a decentralised team being centralised and changing location (with no change in headcount or redundancies). These examples are illustrative and non-exhaustive.

2. Principles

- 2.1 Through this policy, the University and the Trade Unions jointly commit to avoiding compulsory redundancies wherever possible during organisational change. The University commits to consider compulsory redundancy only as a last resort when all other alternatives have been fully explored and exhausted.
- 2.2 The University will consult at an early stage with the relevant Trade Unions about proposals for changes to structures and/or colleagues requirements which may significantly or substantively impact roles or have the potential to give rise to redundancies. This will aim to assist in the avoidance and / or mitigation of potential redundancies where possible¹.
- 2.3 The University is committed to managing the processes in this document with care and sensitivity in consideration of the impact upon all colleagues.
- 2.4 The University will act fairly and consistently when operating this procedure.
- 2.5 An employee has the right to be accompanied at any formal meetings and related appeals by a Trade Union representative or work colleague.
- 2.6 When proposing structural changes, including potential outsourcing proposals, which could significantly or substantively impact on individual roles, managers must seek early input from the local P&OD Team who will provide advice and guidance on the application of this procedure and the appropriate engagement with Trade Union representatives and the Organisational Change Governance Group (OCGG).
- 2.7 The University recognises the importance of employee voice through change processes. Every case will be different with regards to the extent and timing of colleague engagement

but it should be recognised that proactive communication and engagement at appropriate times can bring benefits such as increased engagement, enhanced trust, the generation of ideas and the maintenance of colleague wellbeing.

2.8 The University is similarly committed to minimising the potential redundancies arising from funding end dates and also the impact of fixed term contracts coming to a natural end. Individual and, where appropriate, collective consultation will be initiated to support individuals in this situation as necessary.

3. Consultation

3.1 The University undertakes to consult with the relevant recognised Trade Unions about organisational change which could result in substantive changes to job roles or redundancies, potential or otherwise, as early as practicable and will keep the relevant Trade Unions informed of further developments as they arise throughout the period of consultation.

3.2 Consultation timelines will ensure compliance with relevant legislation and also cover significant restructuring proposals with the potential to result in substantive changes to individual roles (e.g. where the organisation does not anticipate there being a risk of compulsory redundancies).

3.3 The University recognises the benefit of full and meaningful consultation and the need to allow sufficient time for this. As indicated above, the University will initiate consultation at an early stage and such consultation will typically hence extend beyond the minimum statutory period. At an early stage in the process, the lead manager should consider the development of a communication plan/strategy to identify relevant stakeholders and timings (including plans to ensure absent colleagues are engaged and consulted as appropriate).

3.4 During formal consultation the University will provide the relevant recognised Trade Unions with written information relating to its proposals, including:

- the reasons for the proposals;
- the number and description of the positions it is proposing to change (including where this may lead to redundancy) and the details of affected members of colleagues involved in the scope of the organisational change
- the total number of members of colleagues of any such description employed in the College, School/Service, section or budget centre, directly affected;
- (in cases of redundancy) the proposed method of selecting the members of colleagues who may be identified as redundant;
- the proposed approach to filling any new positions within the future structure
- the proposed method of ending contracts (if applicable) in accordance with agreed procedures as appropriate;

- the period over which the restructure will be implemented and any dismissals are to take effect;
- the proposed redundancy terms (if applicable), including the method of calculation, if other than that specified by employment legislation.

3.5 Consultation will be meaningful and conducted with the representatives of colleagues who may be affected, with a view to reaching agreement on ways to manage any restructuring activity with the least disruption to individuals and the activities of the University whilst avoiding, reducing the numbers of, or mitigating the consequences of the potential redundancies. As part of this process, trade union representatives should have the opportunity to offer counter-proposals or to suggest changes to change proposals. Any suggestions received will be considered carefully and the University will decide on whether they can be adopted or implemented.

3.6 In addition to collective consultation, the University will consult with individual colleagues or groups of colleagues whose positions are impacted and/or at risk of redundancy. During these discussions, the colleagues will have the right to be accompanied by a Trade Union Representative or a work colleague.

3.7 The University will provide the relevant Trade Union(s) with a copy of any statutory notice supplied to the Government about proposed redundancies.

4 Avoidance and Mitigation

4.1 The University, in consultation with individual members of colleagues and the relevant recognised Trade Union(s), will seek to mitigate the effects of any potential reduction in colleague numbers by fully considering all alternative courses of action to minimise or eliminate the need for compulsory redundancy. Such action may include:

- reduction in non-staffing costs;
- reduction and/or termination of the use of external staffing resources in related areas e.g. agency staff, contractors;
- non-replacement of staff following normal staff turnover;
- a restriction or freeze on external recruitment in the staff categories affected or in areas to which staff may be redeployed;
- where relevant, reducing or eliminating paid overtime;
- methods of increasing income to the College, School/Service, section or budget centre affected;
- consideration of flexible working requests to reduce hours and costs;
- reduction of hours of work or pay;
- redeployment, relocation and/or retraining of members of colleagues to alternative types of work, or places of work within the University;
- the offer of voluntary retirement or voluntary severance; and

- facilitating requests for unpaid leave of absence where appropriate.

4.2 This list is not exhaustive and other measures may be available to be implemented to mitigate or avoid the need for reductions in colleagues.

4.3 Consideration of these measures will be undertaken by the appropriate management group responsible for managing the change. Consideration of mitigation and avoidance will occur throughout the change process and through dialogue with trade union representatives as noted above.

4.4 Where new structures are being introduced the consultation with the trade unions will also include consideration of the process for filling these new positions. This is likely to involve a matching exercise where the new roles will be compared with existing roles which are to close. Such positions may be filled by direct appointment, ring-fenced interviews or open competition depending on the degree of overlap.

4.5 In cases of substantive organisational change which does not involve the potential for redundancies, mitigation measures should still be considered to minimise any negative impacts on colleagues involved in the change.

5 Voluntary Retirement and Voluntary Severance

5.1 The University will give full consideration to the scope to achieve the necessary reduction in the number of colleagues employed, through voluntary severance and voluntary retirement.

5.2 Requests for voluntary severance will be accepted solely at the discretion of the University. In considering such requests, the University will be guided by the institutional interest and financial considerations.

5.3 Members of colleagues considered for voluntary severance may be eligible to receive a severance payment and/or pension supplementation according to the rules of the members' pension scheme. In cases of voluntary severance the terms of any enhancement to the Statutory Redundancy payment will be made at the University's discretion and may vary depending upon the circumstances of each redundancy proposal, taking account of equality and value for money considerations as appropriate. In the case of early retirement, any pension entitlement will be determined by the rules of the member's pension scheme.

5.4 The University will consult with the relevant recognised Trade Union(s) on the terms of each scheme. Whilst minimum terms will normally be agreed for each redundancy proposal the University retains the right to offer additional terms on a case by case basis as appropriate.

5.5 Voluntary severance may also be considered when major restructuring exercises result in significant or substantive changes to roles even where the organisational change does not result in an overall reduction in headcount.

5.6 Members of colleagues who leave the University through voluntary severance may only be eligible for re-employment or re-engagement after a suitable break in service unless specifically agreed otherwise by the University. This break will normally be a minimum of 24 months duration.

6 Redeployment

6.1 Those whose posts have been formally identified as potentially redundant or who have received formal notice of redundancy with more than twelve months continuous service with the University at the point they are due to leave are eligible to be considered for redeployment.

6.2 In seeking to provide suitable alternative employment, consideration will be given to the comparability of the new position with that previously held in terms of grade, rate of pay, hours of work, location and working environment. It is acknowledged that exact matches may not be possible; therefore flexibility and an open-minded approach will be necessary from both members of colleagues and management concerned and consideration may extend to roles in different areas and on different working patterns.

6.3 Colleagues 'at risk' should set up job alerts via Core HR Self-Service (via the "Vacancies" tab within the employee dashboard, selecting "Advanced Search" and then "My Account – Job Alerts"). Customised alerts can then be set up to be emailed directly. This will allow the identification of potentially suitable roles to staff at risk of redundancy, based on their preferred criteria. Applications for posts can then be submitted by way of a tailored CV and covering letter and further information on the application process can be found in the [Applicant Guide](#).

6.4 Hiring managers will be alerted to applications from 'at risk' individuals and a priority interview must be offered to any employee who applies for a vacancy, matches the grade* and has the potential to meet the essential criteria for any given post. This priority interview is ahead of all other candidates (that are not at risk), with the exception of women at risk on maternity leave.

*Redeployment will normally be considered at the same grade and one grade below the individual's current grade. Redeployment to a higher graded post through the redeployment process is not normally permitted but colleagues may apply in the normal way for such positions.

6.5 Where an 'at risk' candidate demonstrates at interview (or through other relevant assessment) that they meet the essential criteria for the role, they must be offered the role.

6.6 Where colleagues are redeployed this will normally be subject to an agreed trial period in order for the University and the member of staff to assess the suitability of the post. This is typically for a minimum of 4 weeks but can be extended prior to commencement by mutual agreement should it be considered practical and necessary for retraining purposes.

6.7 In the event of redeployment to a lower paid post, the member of staff's existing basic salary will be protected for a period of one year. This excludes overtime or other non-contractual payments. During the period of protection the protected salary will be 'frozen' and will not attract incremental progression. If the new position is on different hours the

salary will be adjusted on a pro-rata basis (up or down) based on the change. Such protection is not normally applied when a Fixed Term contract is coming to its natural end.

- 6.8 Where individuals have concerns regarding the reasons for non-selection for interview or redeployment or in relation to a trial period being terminated they should initially discuss this with their line manager. If the concern remains they should raise this with their college/University Services P&OD team who will liaise with relevant senior managers accordingly.

7 Colleague Support

- 7.1 The University is committed to minimising the adverse impacts of organisational change and to ensure that colleagues are provided with the tools and support to cope with organisational change effectively and maintain their wellbeing.

Colleagues may benefit from accessing the following support services:

- The University's [Employee Assistance Program](#) which provides confidential counselling, support and advice accessible 24 hours a day, 365 days of the year.
- The University's [Health & Wellbeing Hub](#) – including self-help resources and tools
- [Redeployment Support](#) (where eligible)
- [Outplacement Support Resources](#) – including CV writing and interview skills
- [A-Z of Courses](#) – including '[A Taste of Change](#)' bitesize sessions

Managers leading change should also familiarise themselves with the [Health & Wellbeing Guidance for Managers](#).

- 7.2 Colleagues who are subject to the provision of this procedure may seek further advice, guidance and support from their College / University Services P&OD Team. Individuals may also seek support from their Trade Union at any point.

- 7.3 Colleagues under formal notice of redundancy are eligible for reasonable paid time off work to attend interviews.

8 Equality Impact Assessment

- 8.1 The University is required to conduct Equality Impact Assessments on significant changes to policy and practice. Those accountable for managing change should ensure that an equality impact assessment is undertaken of formal proposals for significant organisational changes to identify the potential impact on specific groups with protected characteristics.

Further guidance on carrying out equality impact assessments can be found on the Equality and Diversity Unit website.

9 Risk Assessments

- 9.1 If the proposed changes are likely to result in significant changes to working practices, management should carry out a review of existing Risk Assessments and ensure any actions identified are followed through accordingly including any requirements for training.
- 9.2 Managers should also conduct a Stress Risk Assessment both in terms of the proposed changes and the proposed approach to implement these.
- 9.3 Guidance on Risk Assessments is available on the Safety and Environmental Protection Service (SEPS) pages of the University Website.

10. Procedural Arrangements

This procedure lays out the organisational arrangements when a potential need for change is identified that may result in a significant or substantive impact on roles and/or a potential reduction in staff.

There are a number of key roles during the change process:

- Initial consideration and development of proposals for change
- Initial strategic sign off
- Management of the change
- Oversight of the process
- Final approval

Those responsible and accountable for undertaking these roles are dependent on the scale of the change. Changes potentially resulting in a reduction in staffing have been categorised into three tiers. These are:

- Tier 1 – Fixed term contracts & open-ended contracts with a funding end date (including individuals, teams or groups).
- Tier 2 – Core funding: a restructuring of a team, group, programme, college support service or a subsection of a School or University Service resulting in changes to roles and potential redundancies. Significant or substantive restructuring exercises which may include changes to terms and conditions may also be considered within this level.
- Tier 3 – The closure of an academic subject / discipline.

A summary of role responsibilities for each of the tiers is detailed in [Appendix A](#).

10.1 [Tier 1 \(Fixed term contracts & funding end management\)](#)

- 1 Within Tier 1 arrangements for the ending of fixed term contracts and open-ended contracts with a funding end date that may result in potential redundancies are managed at a local level by the relevant Principal Investigator / line manager within the School / University Service with oversight from the Head of School / Service supported by People & Organisational Development. Further guidance can be found in the Contract-End Management section within the P&OD A-Z. Changes at Tier 1 will be reported to College Management Groups on an annual basis.
- 2 The process for managing the end of fixed term contracts and open-ended contracts with a funding end date has been agreed with the Trade Unions and information will be shared with the Recognised Trades Unions for collective consultation purposes. This typically takes place within the Collective Consultation Forum.

10.2 Tiers 2 & 3 and larger scale change proposals.

Stage 1 - Initial Consideration and Development of Proposals / Early consultation

1. Where a potential change is identified, an initial consideration of options for change should take place. Proposals for a change will normally be formulated by those identified as responsible for the management of the process (see [Appendix A](#)). Any proposed change which could impact on colleagues should be discussed with the relevant P&OD Team prior to initiation.
2. Typically there will be informal discussions with colleagues and the relevant Trade Union(s) prior to formal proposals for change being considered. This will provide the opportunity for early discussion of ways to avoid or mitigate any potential redundancies as outlined in section 4 above. Dialogue should begin in good time when the proposals are still at a formative stage, to ensure there is reasonable time for meaningful consultation. Where a potential redundancy situation arises change leads should start talking to employee representatives as early as possible.
3. Where a relatively straight forward change is proposed and there are no likely redundancies or when all potential redundancies can be avoided through redeployment, avoidance and/or mitigation measures these changes should be managed and implemented locally in consultation with the relevant Trade Union(s). In such cases there is no need to proceed to Stage 2.
4. Where a more complex change is proposed that may result in a number of roles closing or changing significantly and hence has the potential to result in compulsory redundancies this should proceed to the next stage for formal consideration of whether or not to proceed.

Stage 2 - Initial Strategic Sign Off

1. Proposals for change will normally be considered, as appropriate, by the relevant College Management Group / Professional Services Group and/or the Senior Management Group in the first instance prior to initial strategic sign off.

2. Proposals within tier 2 will then be considered by the Organisational Change Governance Group. Formal proposals for change must be outlined by those managing the change using the pro-forma at [appendix B](#). This details the proposals for change, the potential impact of the change and initial consideration of potential avoidance and mitigation of any potential redundancies.
3. OCGG will decide whether the proposal should remain within the management sphere or whether for strategic and / or key reputational grounds, or for other exceptional reasons if the proposal should be treated as equivalent to Tier 3 and be discussed by Court prior to initial strategic sign off.
4. For more complex and/or potentially controversial changes, the OCGG may additionally request management to report back following consultation and prior to any final decision to implement the proposal.

OCGG will provide a summary report to Court of any proposals given Strategic Sign off along with an indication of whether they continue to maintain oversight in this way. The full remit and membership of the Organisational Change Governance Group is outlined in [appendix C](#).

5. The initial strategic sign off for proposals within tier 3, along with larger scale proposals outwith the Tiered structure will be considered by the University Court.
6. It should be noted that strategic sign off does not imply a final decision, rather that Management are supported in developing and taking forward the proposal which remains subject to ongoing consultation with the relevant colleagues and associated Trade Unions.
7. It is the responsibility of the management / Court group providing the initial strategic sign off to determine if there is a direct academic impact and therefore a need for Senate to consider the implications. Senate will be consulted for all changes at tier 3 along with larger scale proposals out with the Tiered structure impacting on Academic matters.

Stage 3 – Consultation & Selection

1. Consultation formally starts when information relating to the proposed change is shared as per para 3.4 above. Managers leading change are advised to write to colleagues to formally confirm the start and end date of the consultation period.
 1. Collective and individual consultation will be undertaken with those in scope as outlined in section 3 above and will aim to minimise upheaval to colleagues working lives or to avoid or mitigate potential redundancies where possible. Such collective consultation will normally be carried out at a local level and a report provided to the JCCN for noting.
 2. The University will identify the colleague or groups of colleagues who are at risk of redundancy. They will form the selection pool(s) for any matching exercise or redundancy if applicable. In cases of substantive organisational change that does not

involve potential redundancies, the University will identify the colleague or groups of colleagues whose roles are significantly impacted by the proposals.

3. The University is committed to ensuring fair treatment in the selection process for redundancy and selection criteria should be as objective as possible and capable of being applied in an independent way. Where selection for redundancy is required the university will consult with the relevant Trade Union (s) on the method of selection and any selection criteria as part of its collective consultation. Similarly the University will consult on the approach to any required matching exercise in a restructuring situation.
4. During this stage oversight will be undertaken by the relevant management body to ensure that due process has been followed including appropriate consultation, full consideration of mitigation and avoidance, appropriate definition of redundancy pools and selection methodology for redundancy.

Stage 4 – Final Decision and Notice of Redundancy

1. At the end of the consultation process the relevant body will make a decision on the way forward taking into account information and comments received.
2. In some cases, where OCGG have requested ongoing oversight, an update will be provided to the OCGG, prior to wider communication and implementation.
3. The decision will first be confirmed to the Trade Union(s).
4. Where a decision to proceed results in compulsory redundancies, notices of redundancy will be issued in writing following the final approval by the appropriate University body.
5. The University is committed to avoiding compulsory redundancies where possible and will continue to endeavour to redeploy colleagues who have been issued with a compulsory redundancy notice up to the date of termination.
6. The University reserves the right to pay colleagues in lieu of notice.
7. Where a decision to proceed results in substantive changes to job roles (but not redundancies), relevant confirmations of this will be issued in writing (giving relevant notice as applicable). Efforts should continue to mitigate or minimise any negative impacts throughout any period of transition.

11. Reporting

11.1 Court will receive a report on the outcome of each initiative following its conclusion at the subsequent meeting of Court through the COO & University Secretary's regular report.

12. Redundancy Payments

12.1 Colleagues qualifying for redundancy pay should normally anticipate working up to the date on which their formal notice expires. Where a member of staff requests to leave

prior to the end of the notice period (e.g. to secure new employment), consideration will be given to the circumstances and permission will not be withheld without good reason. Where a revised date of leaving is agreed there will be no entitlement to payment for the remainder of the notice period. If a member of staff resigns or leaves prematurely prior to the role closing, without the University's agreement, they may forfeit their entitlement to a redundancy payment.

12.2 In cases of compulsory redundancy, entitlement to redundancy payments will be calculated on the basis of statutory provisions only. The University at its discretion may offer enhanced redundancy terms and payments and such will be deemed to be inclusive of any entitlement to statutory redundancy pay under any prevailing legislation. Relevant recognised Trade Union(s) will be advised of any enhanced terms, which may be available at any particular time at the University's discretion in accordance with Section 6 above.

12.3 For the purpose of calculating compensation, pay is defined as at the date of termination.

13. Appeal

13.1 Lodging an Appeal

If an employee selected for redundancy wishes to appeal, they should submit an appeal in writing outlining their full grounds for appeal, to the appropriate College/University Services Head of P&OD within 10 working days of receipt of the University's decision. Colleagues will be notified that their appeal has been received within 5 working days.

An employee may also appeal against a redeployment decision resulting from a restructuring if, after due consultation, they do not consider the new role to be suitable or appropriate.

13.2 The Appeal Meeting

The University will invite the employee in writing to attend an appeal hearing, normally within 10 working days of receipt of an appeal. The employee may be accompanied by a Trade Union representative or work colleague.

Appeals will be heard by an independent panel of 2, the chair being a more senior member of University staff (of minimum Grade 7) and the other being an appropriately trained employee*.

**For colleagues engaged in teaching, the provision of learning or research the trained employee will be a senior academic employee drawn from a grouping proposed jointly by University Management and the recognised Trade Union(s) and approved by Court.*

If the employee or their Trade Union representative is unable to attend the appeal meeting, steps will be taken to rearrange this as soon as possible. However, if the employee is persistently unable or unwilling to attend a meeting, the Appeal Manager may review the available materials and reach an outcome based on the information

available to them. A decision to proceed in this way will be communicated in writing to the employee in advance.

Appropriate training/guidance will be provided to managers involved in appeals/members of Appeal Panels by People and Organisational Development. Further information and guidance on the appeal process is available from the appropriate College/local P&OD Team.

13.3 The Appeal Outcome

Once the Appeal Manager has considered all the points raised they will normally provide a response, in writing, within 15 working days of the Appeal Meeting.

The decision of the Appeal Manager is final and there is no further right of Appeal.

<u>Document Control</u>	
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ⁱ Dismissal by reason of redundancy is defined by the Employment Rights Act 1996 as a dismissal wholly or mainly due to:

- the fact that the University has ceased, or intends to cease, to carry on the activity for the purposes of which the member of staff concerned was appointed or employed by the University, or has ceased, or intends to cease, to carry on that activity in the place in which the member of staff concerned worked; or
- the fact that the requirements of that activity for members of staff of any category to carry out work of a particular kind, or for members of staff to carry out work of a particular kind in that place, have ceased or diminished, or are expected to cease or diminish.