

## Change of Terms Policy

22 Wilkinson Street, Sheffield, S10 2GB

First Issued	January 2025
Last review	

### **1 Introduction**

- 1.1 During the course of employment, we may seek to vary or amend a term or condition of employment. For example, we may seek to implement changes to an employee's salary, holiday, working hours or location of work.
- 1.2 Some contractual changes will affect only one employee, whereas other proposed changes may impact on all employees in a particular department, or the workforce as a whole.
- 1.3 This policy outlines the process that we will follow when we are seeking to implement a change to terms and conditions, other than when awarding a pay rise or an additional benefit.
- 1.4 This policy does not form part of your contract of employment, and we reserve the right to amend or withdraw it at any time.

### **2 Scope**

- 2.1 This policy applies to employees. It does not apply to workers, contractors, consultants or any self-employed individuals working for the organisation.

### **3 Where there is a flexibility clause in the contract of employment**

- 3.1 Where a contractual term provides flexibility to make a change to a term or condition, for example a change to an employee's place of work or duties and responsibilities, we will proceed with the change only after consulting individually with the employee and with any recognised trade union representatives where appropriate.
- 3.2 We will write to the employee inviting them to attend a meeting with their Line Manager.
- 3.3 The letter will explain the purpose of the meeting, direct the employee to the contractual provision it is proposing to vary, and set out the proposed change.
- 3.4 The employee will be given a reasonable amount of time to prepare for the meeting.
- 3.5 At the meeting, we will explain: the suggested change; the reason(s) why it has been proposed; and the likely timing for implementation. The employee will be given the opportunity to express their opinion about the proposed change, together with any concerns or objections, and ask any questions.
- 3.6 After the meeting, we will give serious consideration to the employee's views and determine whether or not any changes can be made to the proposal. We will also consider whether or not we can provide assistance to mitigate any detrimental effects that the change may have on the employee. Further consultation meetings will be held with the employee, if necessary, with a view to reaching an agreement.
- 3.7 We will proceed with the proposed change only where we consider that it is reasonable to do so. If we decide to implement the change, the employee will be given prior written notice of when the change will take effect.

#### **4 Where there is no flexibility clause in the contract of employment**

- 4.1 Where there is no flexibility within the employee's contract to make a change to a term or condition, for example a change in the employee's hours of work, we will consult individually with the employee to seek the employee's express agreement to the change.
- 4.2 We will write to the employee inviting them to attend a meeting with Line Manager.
- 4.3 The letter will explain the purpose of the meeting, direct the employee to the contractual provision it is proposing to vary, and set out the proposed change.
- 4.4 The employee will be given a reasonable amount of time to prepare for the meeting.
- 4.5 At the meeting, we will explain the suggested change, the reason(s) why it has been proposed and the timing for likely implementation. The employee will have the opportunity to express their opinion about the proposed change, together with any concerns or objections, and ask any questions.
- 4.6 After the meeting, we will give serious consideration to the employee's views and determine whether or not any changes can be made to the proposal. We will also consider whether or not we can provide assistance to mitigate any detrimental effects that the change may have on the employee.
- 4.7 We will write to the employee and give them the option of a further meeting with their Line Manager. However, if the employee is happy to accept the proposed change, we will send a letter or document, in duplicate, to the employee, signed by us, confirming the permanent change to the employee's contract of employment and when it will commence.
- 4.8 The employee will be asked to sign, date and return one copy to their Line Manager by a specified date, and retain one copy for their own records.
- 4.9 If a further meeting is held, and the employee remains unwilling to accept the proposed change, we may:
  - 4.9.1 refrain from proceeding with the proposed change;
  - 4.9.2 modify the proposal to take into account the employee's views, and seek their thoughts on this;
  - 4.9.3 arrange a further consultation meeting, with a view to reaching an agreement;
  - 4.9.4 or invoke a formal process to dismiss the employee and re-engage them on the new terms and conditions, as outlined below.

#### **5 Dismissal and re-engagement**

- 5.1 If, after a period of reasonable consultation, some employees are not prepared to accept the new terms and conditions, we may have little option but to dismiss those employees with notice and re-engage them on the new terms and conditions.
- 5.2 Dismissal and re-engagement will always be treated as a last resort and will occur only after we have engaged in genuine and meaningful consultation, either directly with affected employees or through their representatives.
- 5.3 Prior to taking any such action, the employee will be invited in writing to attend a meeting with their Line Manager. The employee will have the right to be accompanied at this meeting by a trade union representative or workplace colleague.
- 5.4 At the meeting, the employee will be given an opportunity to ask questions, comment on the proposals and put forward suggestions for avoiding dismissal.
- 5.5 After the meeting, we will write to the employee responding to their representations.

- 5.6 If, having considered the employee's representations, we remain of the view that the dismissal cannot be avoided, we will write to the employee confirming the dismissal. The employee will be given notice together with an offer of re-engagement on the new terms and conditions.
- 5.7 The employees' continuity of service will not be affected as the new contract will commence immediately on the expiry of the notice period.
- 5.8 If the offer of continued employment on the changed terms has not been accepted by the date indicated, the employee's employment will end on the expiry of the notice period.
- 5.9 The employee has the right to appeal against the dismissal. The notice of dismissal will contain details about the appeal process.

**6 Collective consultation**

- 6.1 Where we propose to dismiss as redundant 20 or more employees at one establishment within a period of 90 days or less, we will consult with recognised trade union representatives and elected employee representatives.
- 6.2 Redundancy for these purposes includes a dismissal for business reasons where employees have failed to agree to a proposed change to their terms and conditions.
- 6.3 If there is no recognised trade union and no suitable existing employee representatives, we will, following discussions, elect employee representatives.
- 6.4 In any collective consultation exercise, we will also consult individually with each employee that is affected by our proposal in respect of their own particular circumstances.

**7 Data protection**

- 7.1 We will process personal data, including special categories of your data, in accordance with our Data Protection Policy whenever we are seeking to amend or vary terms and conditions.

**8 Review**

- 8.1 This policy may be reviewed at any time at the request of any member of staff, but it will be automatically reviewed two years after initial approval and thereafter on a biennial basis unless organisational changes, legislations, guidance, or non-compliance prompt an earlier review.

**9 Definitions**

- 9.1 Ben's Centre ("we", "us", "our")
- 9.2 The Employee ("you")

**Document control box**

Policy title:	Change of Terms Policy
Date approved:	January 2025
Version:	1.1
Supersedes:	NA
Next review date:	January 2027
Lead contacts:	Daryl Bishop / Debs Beighton