

Because it is influenced by lots of different statutory requirements, this is one of the most complicated areas of employment law. As far as possible, it is always better to achieve agreement to changes, but this might not always be possible.



This is a 'model' process for guidance only.

<p>1. This is a bit technical, but you may need to initiate formal 'collective consultation' if, for instance, the change affects 20 or more people, if you have recognised trade unions or information and consultation arrangements, or, if the change is about pensions. You may need advice if any of these are the case.</p>	
<p>2. Present your proposals to affected employees. This should give them adequate warning, explain the nature and timing of the proposed change as well as reasons for it. Present the proposed changes and explain that there will be a period of consultation following the presentation.</p>	
<p>3. Undertake 'collective consultation' (see 1 above) or individual consultation as appropriate.</p>	
<p>4. Consider whether you can make any changes to your proposals in the light of employee feedback.</p>	
<p>5. Meet with employees again.</p> <ul style="list-style-type: none"> <li>• Respond to any points previously raised by employees</li> <li>• Employees may well ask what happens if they do not agree the changes.</li> <li>• Dependent on the importance of the changes, you may want to tell them you would prefer to reach agreement, but if this is not possible, then you would consider giving them notice under the current contract, and re-engaging them on the new one</li> <li>• Tell them that you will let them have the final proposals in writing and that you would like their agreement by a specified deadline</li> <li>• It is particularly helpful if you can make the changes in connection with an annual pay review, so that any increase can be dependent on acceptance of the changes</li> </ul>	

<p>6. Consider any further issues that have been raised and whether any further consultation meetings are necessary.</p>	
<p>7. Write to employees setting a deadline for obtaining written agreement to the new terms. You may also want to mention the alternative action that you may consider taking if agreement cannot be reached by then. A lot may depend on how much resistance you sense you might get. This letter could enclose a reply form for them to confirm their agreement to the new terms.</p>	
<p>8. After the deadline, write to any that still have not agreed. This letter should: -</p> <ul style="list-style-type: none"> <li>• Invite them to a meeting</li> <li>• Repeat the basis for the proposed change and outline that the meeting is to discuss your intention to terminate their existing contract with notice if agreement cannot be reached</li> <li>• The termination will be followed by an immediate offer of re-engagement on the new terms (this change does not affect their 'continuity of employment' in any way)</li> <li>• Advise them if you are going to allow them to be accompanied</li> </ul>	
<p>9. Hold individual meetings to discuss the employee's refusal to agree and proposed termination of employment. Give the employee the chance to have their say about the situation. If there are any valid points raised, then indicate that you will make your final decision following the meeting.</p>	

10. Send written notice of termination of employment. Note:-

- If collective consultation is necessary (see point 1), make sure that it is concluded.
- Serve due notice under the contract of employment and state that the new terms will take effect on expiry of this notice period.
- Where between 20 and 99 employees are affected, dismissal notices should not be issued until at least 30 days consultation is complete.
- Where 100 or more employees are affected by the proposed change, the dismissal notices cannot be issued until 90 days after the start of the consultation.
- Enclose the offer of employment on revised terms and request written acceptance of these by the date they are due to take affect.
- Hold meeting if the employee appeals and allow them to be accompanied. Write to the employee confirming outcome of appeal and state that this is final decision.

All reasonable efforts have been taken to ensure that the advice contained in this checklist represents both best practice, and the law as it stands at the time of publication. It should not be relied on as a substitute for taking advice about specific situations.

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