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## 1. Introduction

- 1.1 The Trust is committed to delivering high quality education and excellence to the local community. It has a responsibility to manage resources in an efficient and effective way. To deliver this responsibility, there may be instances where the Trust needs to revise its structures in response to internal or external influences.
- 1.2 The Trust aims to provide security of employment for its staff as far as possible. It will consider all reasonable efforts to minimise redundancy including but not exclusively: natural wastage, restrictions on recruitment, redeployment, seeking voluntary redundancy or retirement and terminating temporary engagements.
- 1.3 It is recognised that there may be occasions where redundancy is unavoidable. This policy sets out the Trust's approach to managing restructure and redundancy situations, giving due regard to relevant legislation and contract provisions.
- 1.4 This policy applies to all employees of the Trust including those on long term absence or secondment. It does not apply to sessional workers, self-employed workers, contractors or temporary workers paid by a third-party agency.

## 2. Planning and Preparation

- 2.1 Any proposal to make staffing changes should have a clear and robust rationale that arises from sound workforce and financial planning.
- 2.2 To make a formal proposal, the Principal/Central Services Manager (hereafter referred to as 'Manager') will be required to complete Proposal Form and send it to HR with relevant supporting documentation. These documents are reviewed by HR who make a recommendation on viability, process and risks. This is presented to the relevant Senior Manager (the Director who manages the manager) if there is a cost of below £10,000; or the Executive Team if there is financial impact of £10,000 or more. The Senior Manager/Executive Team will consider the proposal and determine an outcome which may be:

Approved in principle: Proceed with plans

Amended: The proposal is returned to the Manager with requested amendments

Declined: The proposal is rejected

- 2.3 After the proposal is accepted in principle, a planning exercise will be undertaken by the Manager in collaboration with HR. This will result in the preparation of a series of documents that will be consulted on, including:

#### 2.3.1 Rationale document

This is a formal document that gives an overview of the proposed change and will likely include appendices with supporting content e.g. proposed structure charts or job descriptions. The rationale document will include full details of the reasons for the change, referring to research and evidence where possible.

#### 2.3.2 Details of the pools and individuals affected

The number and types of staff affected by the proposed change will be identified by identifying the kind of work that is reducing and employees who do that/similar work. This needs to be given full consideration to ensure fairness and objectivity.

#### 2.3.3 Ring-fencing arrangements

Direct appointments may be made where there are sufficient posts in a new structure and there is little or no change to duties. If this is not the case, there are a range of mechanisms that can be pursued to appoint people to posts including:

Inner ring-fence – Where the posts involve similar responsibilities, but the number of employees exceeds the number of posts; or where the grade and duties of the post are significantly different to a current post

Outer ring-fence – Where a post remains vacant after all employees within the inner ring-fence have been considered; or where the post is a new role within the structure.

#### 2.3.4 Timeline

A provisional timeline will be produced which identifies the proposed date the revised structure becomes effective. This will need to reflect required time periods for consultation, selection and contract notices as a minimum.

The volume and complexity within each of these documents will be relative to the scale and complexity of the restructure.

- 2.4 Consultation with employees only take place where the above documents have been provided.

### **3. Consultation**

- 3.1 Early consultation will take place with Trade Unions at the outset of any proposed restructure process. Union representatives will be sent the documentation outlined in 2.3 and invited to a meeting to provide initial feedback on the proposals.
- 3.2 Where multiple staff are affected, they will be invited to a consultation announcement meeting which explains details and reasons for the proposed change and consultation processes. This meeting marks the start of the formal consultation period. During this meeting staff will be given a copy of the documents outlined in 2.3 along with an 'at risk' letter where appropriate. This is a formal document informing employees that their role is at risk of redundancy.

3.3 Employees and Trade Unions will be consulted with in good time. The period of consultation may vary depending on whether, and how many, potential redundancies are proposed. The minimum is:

1-19 redundancies: There is no statutory minimum period, however the consultation timeframe will be reasonably sufficient to allow genuine consultation to take place

20-99 redundancies: 30 days before the first dismissals take effect

100 or more redundancies: 45 days before the first dismissals take effect

3.4 Consultation will apply to all staff, including those who are absent from work e.g. maternity, long term sickness, secondment.

3.5 Full and genuine consultation will take place. Employees and Trade Unions are invited to comment and submit representation about the proposals within the consultation period. All those involved should keep an open mind and be prepared to consider different ideas and approaches.

3.6 Employees who are affected by the proposals will be offered an individual consultation meeting with HR. This will include those who at risk as well as those who are indirectly impacted by the proposed restructure/redundancy situation. This will provide an opportunity for them to discuss their individual circumstances.

#### **4. Final Arrangements**

4.1 At the end of the consultation period, any feedback and counter-proposals will be fully considered prior to determining final arrangements. This will include reviewing the status of all employees who were at risk of redundancy as a result of the initial proposal.

4.2 A formal response to consultation will be sent to employees and Trade Unions. This will outline the reason for accepting/rejecting any representations or suggestions, any changes to the proposals and the reasons for these decisions.

#### **5. Appointments**

5.1 Appointments to a changed structure should be made using the criteria agreed during the consultation period.

5.2 A competitive appointment situation is likely to take place when there is an inner or outer ring fence. The procedure for a competitive appointment will be relative to the circumstances surrounding the selection and may include an interview.

5.3 Selection for positions within the new structure will give due regard to the principles of the Recruitment policy.

5.4 Posts should not be advertised externally until all internal candidates affected by the restructure have been considered.

5.5 Strategies will be in place to ensure appointments and remaining staff receive necessary direction and support.

#### **6. Pay Protection**

6.1 If an organisational change adversely affects an employee's salary, a period of pay protection will apply. This entitlement applies to all employees except those who are within their probation period.

##### 6.2 Pay protection for Teachers

6.2.1 Pay Protection for Teachers is in accordance with the School Teachers Pay and Conditions Document as outlined below.

6.2.2 Teachers are entitled to be paid at the salary payable immediately before the change took effect.

6.2.3 This protection applies to basic salary, TLR and SEN payments

6.2.4 The protection of all pay elements is for a period of 3 years except where:

- teachers are employed on a fixed term contract. In this instance, the protection ends at the point the contract expires. For TLR and SEN payments, protection ends at the point the entitlement would have ended if this is within the three year protected period
- the new salary equals or exceeds the protected salary
- the employee ceases to be a classroom teacher

### 6.3 Pay Protection for Support Staff

6.3.1 Support staff are entitled to receive a proportion of the salary payable to them immediately before the change took effect. This is a year-on-year declining percentage as follows:

Year 1 – 100%\*

Year 2 - 60%\*

Year 3 – 40%\*

\*in all instances, the maximum pay protection will not exceed 10% of the top of the grade for the new position.

6.3.2 Pay protection applies to 'normal pay', which includes basic pay and any related enhancements.

6.3.3 Pay protection at the above rates will cease where:

- the employee has a fixed term contract. In this instance, the protection ends at the point the contract expires. In the case of any enhancements, the entitlement ceases at the point the enhancement would have ended within the three-year protected period
- the new salary equals or exceeds the protected salary
- the employee ceases to be employed in their new role

6.4 The salary protected is at the point of the organisational change. Pay awards and/or increments are disregarded after this point.

6.5 The amount protected will be reduced by the value of any subsequent additional payments including TLR and SEN payments for teaching staff; or honorariums for support staff.

6.6 The salary protected is a pro-rata amount up to the maximum number of hours the employee was contracted for at the point of change. Any reduction in hours and weeks worked will result in an equivalent reduction to the protected payment. No enhancement will be made if the employee later increases their contractual hours or weeks.

## 7. **Redundancy**

7.1 Voluntary redundancy may be offered to avoid the need for compulsory redundancies. There will be a set time in which the employee can volunteer and they must make their application in writing no later than the specified date. The application will be reviewed by a Redundancy Panel consisting of an Executive Director, Manager and a representative from HR. A voluntary redundancy is not binding until both the employee and the Trust have signed an agreement to that effect.

7.2 The assessment of a voluntary redundancy application will consider:

- Whether accepting the application will prevent or reduce the need for compulsory redundancies
- Whether the Academy can accommodate the loss of the employee's knowledge and skills
- The cost/liabilities of accepting the application

- The employees reason for applying

The application will be confirmed to the employee in writing within 5 working days of the redundancy panel convening.

- 7.3 Where compulsory redundancy is necessary, transparent and objective redundancy selection criteria will be put into effect and reviewed by the Redundancy Panel. The outcome of the selection criteria will be confirmed to affected employees as soon as practicable, and no later than 5 working days of the redundancy panel convening.
- 7.4 Contractual or prevailing statutory notice periods will apply to any dismissal on the grounds of redundancy.
- 7.5 During their notice period employees will be considered for redeployment in accordance with Trust procedures, and will be given reasonable time off to attend interviews.
- 7.6 Redundancy pay is calculated based on age, length of service and weekly salary as follows:
- 0.5 weeks pay for each full year of service while under the age of 22\*
  - 1 weeks pay for each full year of service while employees were 22 or older, but under 41\*
  - 1.5 weeks pay for each full year of service while employees were 41 or older\*

\*The Trust does not apply statutory limits to weekly pay, however employees are only able to count a maximum of 20 years' service.

- 7.7 The Trust has the discretion to pay more than the legal minimum and to make 'enhanced' redundancy payments. In these instances, redundancy pay will be calculated based in accordance with 7.6 and multiplied by 1.5.
- 7.8 Employees who receive a redundancy payment are unable to obtain work with another organisation covered by the Redundancy Payments Modification Order within 4 weeks of leaving; this includes all Local Authorities, Local Authority Schools and Academies. If they do start employment with a relevant body within 4 weeks of leaving the Trust, they will be required to repay their redundancy payment.

## 8. Appeal

- 8.1 Employees who disagree with their individual outcome following a restructure and/or redundancy process may appeal within 5 working days of receiving their outcome letter. The grounds for the appeal should be clearly stated using the Appeal Pro-forma and sent to the HR Director.
- 8.2 Where practicable, the decision will be reviewed in good time. A hearing may be required depending on the complexity of the appeal. In this instance, employees should be given 10 working days' notice and will have the right to be accompanied by a union representative or workplace colleague.
- 8.3 The outcome to the appeal will be confirmed within 5 working days of receipt. This outcome is final.

## 9. Policy Status and Review

Written by	HR Manager		
Owner	HR Director		
Version	V2/2019	Status	Approved
Equality Impact Assessment	Initial Impact Assessment	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	Full Impact Assessment	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Consultation date	09/10/2018 – 31/10/2018		
Approval date	18/03/2019 - Technical correction		

	14/11/2018 - Remuneration & HR Committee
Review date	13/11/2021
Comments	This applies to all employees of the Trust, superseding the East Sussex Change Management Policy and West Sussex Model Redundancy Policy.