

MANAGING WORKFORCE CHANGE

(including Redundancy, Premature Retirement and Redeployment Policies)

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Part 1. Managing Workforce Change Policy

1. Introduction

- 1.1 Beckfoot Trust shall seek to ensure, as far as possible, the security of employment for our employees by careful forward planning. It is recognised however that the needs of individual schools in the Trust may evolve and this may lead to a need to consider workforce change, including a reduction in staffing numbers.
- 1.2 This policy does not form part of any employee's contract of employment and it may be amended at any time.
- 1.3 It is essential that this policy is adhered to closely and advice is sought at an early stage from the Trust Associate Director HR on how to implement it once decisions have been made to proceed. This will help to avoid the risk of time-consuming and expensive problems.

2. Scope

- 2.1 This policy will apply whenever any course of action is contemplated which may entail workforce change as defined in 3.1- 3.3. It has been formally adopted by the Trust and will be reviewed annually to ensure that it meets the Trust's legal obligations and business needs.
- 2.2 This policy does not apply to:
 - measures taken in connection with TUPE transfers;
 - changes to terms incorporated into individual employment contracts by nationally agreed collective agreements;
 - the termination of fixed term contracts at the end of the contractually agreed fixed term;
 - Any staff not employed by the Trust for example agency workers, external contractors consultants etc.

3. Definitions

- 3.1 In this policy the term '**workforce change**' shall mean any 'restructure process', that may or may not result in 'redundancies' as defined at clause 3.3 below as well as other proposed courses of action which may entail or result in, the dismissal of one or more employees for some other substantial reason or reasons which are not related to the individuals concerned. For example:
 - to achieve an overall reduction in the number or type of posts within a school;
 - dismissal and re-engagement to effect a change to local terms and conditions, for example to vary hours of work, working patterns or working practices;
 - to bring about a change to the skill or grade mix within the staff body;
 - to make room for the introduction of new staff roles; or
 - in the course of a management restructure.

- 3.2 A statutory duty to undertake ‘**collective consultation**’ is triggered where 20 or more employees stand to be dismissed from one establishment as a consequence of workforce change in relation to a restructure within any 90 day period.
- 3.3 An employee will be deemed to be dismissed by reason of ‘**redundancy**’ where ~~his or her~~ their dismissal is wholly or mainly attributable to the fact that:
- the Trust has ceased or intends to cease to operate a school;
 - the Trust has ceased or intends to cease to operate a school in the place where the school’s employees were employed in the case of a multi-site school
 - the requirements of a school for employees to carry out work of a particular kind, or for employees to carry out work of a particular kind in the place where they were employed, have ceased or diminished or are expected to cease or diminish.
- 3.4 The selection pool is the pool of employees from which the redundancies will be made. When identifying this, the affected school should consider which particular type of work is disappearing and which employees do that work. The School should be able to show that their choice is reasonable given the circumstances.

4. Roles and Responsibilities

4.1 Role of the Trust Board of Directors

4.1.1 The Trust Directors have overall responsibility for:

- determining the staffing structure for a school;
- managing the establishment;
- determining the annual budget;
- initiating any workforce change exercise; and
- determining whether any employee should cease to work at a school by reason of redundancy or for some other substantial reason.

4.2 Delegation to Committees

4.2.1 As it will rarely be practicable for the Trust’s Board of Directors to manage a workforce change exercise collectively, the Trust should exercise its power of delegation under the School Staffing (England) Regulations 2009 at an early stage to appoint:

- (a) A Nominations Committee consisting of a minimum of three non-staff Directors to carry out the workforce change exercise. In carrying out this work, the Committee may wish to seek advice from appropriate individuals, such as members of the school’s senior leadership team including the headteacher, the School Cluster Business Manager/Cluster HR Officer.

and

- (b) an “Appeals Committee” to hear any appeals against dismissals by reason of redundancy. The Appeal Committee must have at least as many members as the Nominations

Committee and, to the greatest extent possible, consist of non-staff directors who have had no previous dealings with the matter.

4.2.2 Both Committees should be appointed at the same time. A reserve should be appointed for each Committee in case of ill health or other circumstances preventing any individual from acting. The Committees may only be appointed by a quorate meeting of the Trust i.e. where 50% of the directors are present.

4.2.3 It is important to note that in delegating the management of workforce change to Committees, the Trust still maintains overall responsibility for decisions made by the Committees.

5. Initiating a Workforce Change Exercise

5.1 In almost all cases, the process will begin with a draft proposal being put forward, in strictest confidence, by the Headteacher or Senior Leadership Team for agreement by the Staffing Committee who will take it to the Trust Directors. Please note that minimal information should be given to the Trust Directors and they should be informed of the need to maintain confidentiality.

5.2 The draft proposal will normally include:

- the rationale for the workforce change
- information about the current staffing structure of the school including any funded vacancies
- a preliminary list of affected employees
- a brief outline of any proposed new staffing structure
- appropriate financial information
- job descriptions.
- A draft timeline for implementing the workforce change should be provided as detailed in appendix A. All documents must be marked “proposals subject to consultation” and a process must be set up to ensure that the most up to date version of documents is clearly identifiable.

5.3 Once it has agreed a draft proposal in principle, the Trust will put in place formal arrangements for undertaking the workforce change exercise. The Committee and an Appeal Committee will usually be established at this stage as explained at 4.2.1.

5.4 It is the Trust’s policy to fully consult with all affected employees and the recognised Trade Unions in all cases, even where no redundancies are expected as part of the process. Trade Union contacts details can be found at appendix E.

6. Equality Considerations

- 6.1 The Public Sector Equality Duty contained in the Equality Act 2010 requires public authorities to have due regard to a number of equality considerations when exercising their functions. One way to demonstrate compliance with the Public Sector Equality Duty is to complete an Equality Impact Assessment (EQIA). EQIAs are a tool that can be used to help schools ensure that their decisions are fair and that they are not inadvertently discriminating against any particular group of employees with a protected characteristic. Protected characteristics include age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation.
- Therefore EQIAs need to contain information on employees broken down by ethnicity, gender, sexuality, religion, age and disability. Please find a template EQIA in Trust Sharepoint.

7. Commencing Consultation

- 7.1 To commence consultation, contact must be made with the recognised Trade Unions formally notifying them of the workforce change proposal and detailing the arrangements for an initial consultation meeting, with a minimum 5 working days notice. Whenever any course of action is contemplated which may entail workforce change, even where no redundancies are expected as part of the process, the school will seek to undertake meaningful consultation with all affected employees and the recognised Trade Unions in good time before decisions are made. Depending on the nature of the workforce change that is contemplated (redundancies are an expected outcome); formal consultation within a particular timeframe may be a statutory requirement.

Where it is proposed that between 20 and 99 employees may be dismissed **consultation must begin at least 30 days before the first dismissals take effect.**

Where it is proposed that 100 or more employees may be dismissed **consultation must begin at least 45 days before the first dismissals take effect.**

It is a legal requirement to notify the Insolvency Service's Redundancy Payments Service of a proposal to dismiss 20 or more employees as redundant at one establishment (collective consultation) within a period of 90 days or less by completing a HR1 form (advance notification of redundancies form). The notification must be sent at least 30-45 days (depending on the number of dismissals) before the first dismissal and before any individual notices of dismissal are issued. The notification date is the date on which it is received by the Insolvency Service. The completed HR1 Form is sent to the Insolvency Service HR1@insolvency.gov.uk A copy of the HR1 form and a Section 188 must be sent to the Trade Unions. If the school fails to comply with this statutory requirement without good cause it will be liable to be prosecuted and may receive a fine of up to £5,000.

The parties should aim to complete the formal consultation exercise either by the end of the statutory consultation period if applicable or in the shortest time frame that allows for meaningful consultation. This should be for a minimum of 10 days. Where collective consultation is required, it must be completed before notice of dismissal is given to any of the affected employees. It should be noted that employees on fixed term contracts that have reached the end of their duration are excluded from the obligation to consult collectively, except in cases where the work is likely to continue.

7.2 It is usual to hold a staff consultation meeting after the initial consultation meeting with the recognised Trade Unions. The staff meeting should be open to all employees who might be affected by the proposals. Trade Union representatives should be informed that a staff consultation meeting will follow the initial consultation meeting (or else told when and where it will take place) and invited to attend. Where possible meeting dates will be agreed and arranged in conjunction with the relevant Trade Union colleagues.

7.3 At both the Trade Union and initial staff consultation meetings, the proposal documents should be distributed and the proposals explained in detail. The timeline should be made clear at this point and meeting dates agreed. So far as possible, any questions should be responded to.

8. Determining selection criteria and methodology

8.1 During the collective consultation process, any proposed method for selection must be discussed with affected employees and the recognised Trade Unions with a view to reaching agreement where possible.

8.2 In carrying out any selection process, the most important consideration must be the long-term sustainability of the school and the need to maintain a high quality, balanced workforce with appropriate skills to meet the needs of pupils.

8.3 Trade Union representatives and employees should be encouraged to ask questions, raise concerns, make comments or suggestions, and/or submit counter-proposals to the committee. The Committee must consider any counter-proposals with a view to reaching agreement on alternative ways of avoiding dismissals, reducing the number of employees to be dismissed and how to mitigate the effect of any dismissals.

8.4 Employees must be notified of the feedback mechanisms which have been agreed, and any deadlines involved; and advised that comments can be made at meetings or by letter, email, etc.

8.5 The individual school should keep a detailed note of all consultation meetings including any questions asked and responses provided.

8.6 Throughout the consultation process, the school must take reasonable steps to ensure that employees who are absent due to sickness, maternity leave, paternity leave, secondment or for any other reason are fully informed of and consulted about developments. They should receive all of the information and have the same opportunities to comment as the other parties involved in the process have received.

8.7 Where it is decided that a skills matrix is to be the chosen method of selection criteria for those employees involved in any restructure, then these will be completed anonymously.

9. Opportunities for voluntary redundancy and access to redundancy estimates

9.1 Where there is the potential for redundancies, applications for voluntary redundancy should be opened up and staff asked whether they would be interested in this. The decision to accept

applications for voluntary redundancy and any subsequent approval, will be at the discretion of the Trust. Advice should be given on the process for this and any affected staff should be given their redundancy estimates for them to consider whether they wish to pursue this option.

10. Subsequent Consultation Meeting(s)

- 10.1 Following the initial consultation meetings, all feedback received from Trade Union representatives and/or affected employees must be collated and may be summarised. If counter-proposals have been put forward, the Nominations Committee must consider whether any agreement can be reached on these. In its response it should outline the consequences of adopting the counter-proposals and, if they are considered impractical to implement, explain the reasons why. Employees should be offered the opportunity to have individual consultation meetings should they wish. Support from the Cluster Business Manager/HR Officer should be sought when conducting these meetings. Members of staff must be reminded of their right to be accompanied at individual consultation meetings by a Trade Union representative or work colleague.
- 10.2 Consultation should consider ways of avoiding dismissals, reducing the numbers of employees to be dismissed and mitigating the consequences of the dismissals. All aspects of the proposals should be open for discussion including job descriptions, any proposed changes to terms and conditions and any selection process if applicable.

11. Close of Consultation

- 11.1 It is not necessary for the parties to reach agreement for the consultation to be complete. As long as there has been genuine consultation with a view to reaching agreement and the school can demonstrate that it has listened and responded to any comments and counter-proposals and that all matters have been resolved as far as possible, it can end the consultation process. The consultation period should last for a minimum of ten days as discussed at 7.1. However there may be a need at some stage in the consultation process to provide additional time to consider the proposals.
- 11.2 At the end of the consultation process, whether the school decides to pursue its original proposals or some modified version of those proposals, the school will provide the Trade Unions with details of the changes that will be implemented, together with a list of affected employees and a copy of the final structure where applicable.

12. Voluntary Redundancy Decision and Notice Period

- 12.1 The Committee can consider applications for Voluntary Redundancy at any suitable point in the process and will decide whether or not these will be accepted. If they are accepted then the employees contractual notice period will begin on that date and this will be confirmed in writing.
- 12.2 Please note that the entitlement to contractual notice extends to all affected employees regardless of whether they are made redundant on a voluntary basis or a compulsory one.
- 12.3 Employees can choose to waive their right to notice and leave early with the agreement of the school. Where this is the case it should be confirmed in writing and the implications of this made clear to the employee.

12.4 Should the employee choose not to waive their right to notice the termination date of their employment will be the end of their contractual notice period. Ideally enough time should be factored in to the process to allow for the employee to work their notice if required.

13. Assimilation Process

13.1 The purpose of the Assimilation process is to provide a fair, transparent and efficient process for placing existing employees into the new organisation structure, and identifying any possible redundancies.

13.2 Establishing Assimilation Categories

Employees' assimilation rights are determined by examining the following factors:-

- Comparison of the duties and responsibilities of each post in the new structure compared to those of each employee in their current substantive post (ignoring any temporary promotion or acting responsibilities).
- Current level/grade within the relevant part of the organisation. This is to preserve the employee's status and to ensure fairness in the assimilation process.
- Relevant experience, skills and competencies.
- The comparison of duties and responsibilities of the new posts in the new structure to current employees in their existing substantive posts should be based upon a significant proportion of duties and responsibilities listed in the new job description being the same as those in the employee's existing substantive post using the assimilation categories outlined in appendix B.

13.3 The outcome of the assimilation process will be to assign to all posts in the new structure an Assimilation Category A, B, C or D. Once assimilation categories have been assigned, it is intended to open up any vacant or new posts. Please note that when advertising new vacancies these will be ring fenced for internal candidates first.

13.4 An employee may be assimilated to the same level in the new organisation structure as the level they work at in the old structure, but that does not necessarily mean at the same grade, as a level may span several grades. An employee may be assimilated at a level below their existing level, but this may only occur if it does not unfairly displace an employee who works at that lower level.

13.5 If an employee is assimilated to a lower level graded post, the Trust will exercise its discretion as to whether to apply the Local Authority's Pay Protection Agreement for support staff, in full, part or not at all. This will be detailed in the Business Case at the start of the consultation. For teaching staff, the appropriate pay protection arrangements as outlined in the School Teachers Pay and Conditions Document that is in place at the time will be applied.

13.6 Where an employee cannot be assimilated at their current level or to the level below and there are no vacant or new posts to apply for, the employee is displaced and will be placed at risk of redundancy.

- 13.7 However, where a level-by-level approach is not necessary, or appropriate, an alternative approach can be determined through consultation between management and trade union representatives, according to the circumstances.
- 13.8 The Assimilation process involves management and trade union representatives meeting to agree assimilation categories, wherever possible, to move employees from the “old” structure to the “new” structure, identify any displaced employees and deal with issues and problems that arise on a joint basis. A template list of employees with all relevant details and assimilation consideration will be produced.
- 13.9 **Implementation of Assigned Assimilation Categories**
Following the Assimilation Meeting(s), employees will be notified in writing of their proposed assimilation rights.
- 13.10 Where a selection process is required to assimilate employees into posts this will be put in place as soon as practicable. This will normally be undertaken by ‘limited competition exercise’ which must be relevant and appropriate to the post being selected for, but there may be circumstances where other/additional selection processes may be more appropriate.

Notify employees who have been assimilated and make arrangements for them to receive confirmation of their assimilation.

14. Right of Appeal Against Assimilation Category

- 14.1 Employees should be informed of their right of appeal against the assimilation category they have been allocated. This should be exercised in writing by setting out the reasons for the appeal, to the Chair of the Committee within 5 working days of notification of their assimilation rights. This may need to be extended for a short period to allow absent employees to respond. The Appeal form can be found in Trust SharePoint.
- 14.2 Appeal hearings should be arranged as soon as possible. The Appeal procedure and format of the hearing is detailed in appendix C.
- 14.3 **Notification of Assimilation Decisions**
When assimilation categories have been assigned and any relevant appeal hearings completed, the following should then take place:-

Direct Assimilations

Inform those employees who have directly been assimilated into posts in the new structure and confirm in writing. Arrangements should be made to issue the appropriate contractual documentation.

Displaced Employees

Notify displaced employees that they will be out at risk of redundancy. Where possible, the school will take all reasonable measures to highlight to the members of staff, possible job opportunities. This may be in liaison with other schools or by providing affected staff with appropriate vacancy bulletins.

15. Redundancy Nomination Meeting (to be held within 3 working days of the Limited Selection Competition Process)

- 15.1 Once the assimilation process has been completed employees who are displaced as a result of being unsuccessful in the selection process or their post is no longer available in the new structure should be nominated for dismissal by reason of redundancy. This is subject to discussion with those employees and consideration of any representations they put forward.
- 15.2 Affected employees will not be eligible to attend the meeting but one trade union representative (full time convenor) on behalf of all trade unions can attend this meeting as an observer.

Following the meeting, the chair of the Committee must write a letter (letter template can be found in Trust SharePoint) to each employee who has been nominated for redundancy. The letter should:

- explain why the School is proposing to dismiss the employee, giving details, if relevant, of the criteria used to recommend their nomination for redundancy and the basis on which they have been selected;
- enclose copies of any documentation upon which the Committee relied on, in reaching its conclusions e.g. anonymised scores following the limited selection process;
- advise that if the employee wishes to lodge an appeal to the Appeals Committee, ~~he or she~~ they may do so either in writing, or in person at a redundancy appeal meeting, or both; Where meeting dates have not been previously agreed timeframes will be set.
- remind the employee of the right to be accompanied at the redundancy appeal meeting by a Trade Union representative or work colleague;
- propose a date, place and time for a redundancy appeal meeting and ask the employee to confirm his or her attendance; and
- advise that any written representations must be received by the clerk to the Trust at least five working days before the date of the redundancy appeal meeting.

16. Redundancy Appeal Meeting (to be held within 10 working days of the Redundancy Nomination Meeting)

- 16.1 The purpose of a redundancy appeal meeting is to provide employees with an opportunity to present information they deem relevant in an attempt to persuade the Appeal Committee that they should not be dismissed and/or consider any proposals put forward as an alternative to dismissal in the case of the individual.
- 16.2 The following people may attend a Redundancy Appeal meeting:
- Chair of the Committee and the clerk;
 - HR to advise the Appeal Panel;

- The Headteacher and/or another senior manager as a witness and/or in an advisory capacity if appropriate; and
- the employee concerned and his or her Trade Union representative or work colleague

At the Redundancy Appeal meeting (procedure) included at Appendix C), the Appeal Committee will:

- hear and consider representations from, or on behalf of, the employee concerned; and
- after hearing any representations, determine whether the outcome from the redundancy nomination meeting is upheld and the employee is dismissed from their post by reason of redundancy.

16.3 If new evidence is brought which all parties have not had time to consider, the chair of the Committee may decide to adjourn the Redundancy Appeal meeting. This must be rearranged within 5 working days of the original Redundancy Appeal Meeting.

16.4 If the employee confirms they do not wish to have a Redundancy Appeal meeting, the decision from the redundancy nomination meeting will be final and confirmed to the employee as below. There is no further right of appeal against this decision.

17. Notification of Decision

17.1 Following the Redundancy Appeal meeting the chair of the Appeal Committee will write to the employee concerned notifying him or her of the Appeal Committee's decision. If the decision is that ~~he or she~~ they should be dismissed on the grounds of redundancy, the letter will state the grounds for the dismissal and explain that there is no further right of appeal.

18. Alternative Employment

18.1 Where an employee's post is declared redundant while they are absent on maternity, adoption or shared parental leave, the school is required to offer them any suitable alternative employment that is available in preference to any other employee who is similarly affected by the redundancy situation but who is not absent on maternity leave, adoption leave or shared parental leave. It is for the school to determine whether a post is a suitable alternative, giving consideration to all relevant terms and conditions of employment.

18.2 Where an employee unreasonably refuses an offer of suitable alternative employment they will not be entitled to a redundancy payment.

18.3 The provisions of the Redundancy Pay (Continuity of Employment in Local Government) (Modification) Order 1999 should be noted as they may apply in certain cases. Where an employee who is made redundant takes up a job with another employer covered by the Order within 4 weeks of the end of the old employment they will not be entitled to a redundancy payment. The employee retains their continuity of employment.

18.4 Where an employee is placed in alternative employment, which involves a different type of work or is on different terms from their previous employment, they are entitled to a four week

trial period. This may be extended by agreement between the school and the employee to take account of reasonable training needs. An employee undertaking a trial period whilst under contractual notice of redundancy has the right to declare the trial unsuccessful by terminating it. If this happens the employee will be treated as having been dismissed when the original contract ended by reason of redundancy.

19. Continuous Service Start Date for Multiple Post Holders

19.1 Please note that in cases of multiple employment (where the employee has more than one post) with the school and they are only being made redundant from one post; the continuous service start date that will be used for the purposes of calculating the redundancy payment. School should inform the employee that it is their responsibility to check that their date of continuous service is correct as any redundancy payment will be based on the information that is held on payroll.

20. Redundancy Payments and Pension Benefits

Redundancy payments and pension benefits will be paid in accordance with the School's Discretionary Compensation Policy and the Local Government Scheme Regulations and Teacher Pension Schemes in existence at the date of the employee's employment.

Appendix A

Proposed Timeline for Restructure

| Stage | Action to be taken | Timeframe | Person Responsible |
|----------------|---|---|--------------------|
| | <p>Notify Unions of Potential Restructure Propose a date for the consultation meeting – ideally giving unions at least one weeks’ notice. Where possible all relevant documents should be sent to the Trade Unions.</p> | (Dependant on when information is received) | |
| | <p>Notify Staff of Consultation Meeting Time and Date</p> | (Dependant on when information is received) | |
| Stage 1 | <p>Consultation Meeting with Trade Unions Discuss proposals and give out JDs. Discuss the selection criteria for assimilation. See if TU have any other recommendations or feedback. Agree how feedback will be given</p> | THIS MEETING STARTS CONSULTATION PROCESS | |
| Stage 1 | <p>Consultation meeting with Staff Discuss proposals and give out JDs and proposed structure. Agree the selection criteria and discuss assimilation categories of staff. See if staff have any other recommendations or feedback. Agree how feedback will be given</p> | THIS MEETING STARTS CONSULTATION PROCESS | |

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| <p>Stage 2/3</p> | <p>Subsequent or Final Consultation meeting Seek agreement on the proposal (this may be possible at Stage 2 but depends on feedback and any alternatives proposed)</p> | <p>Propose that this takes place</p> | |
| <p>Stage 4</p> | <p>Assimilate Staff across Agree assimilation categories and move staff from old structure to new structure, identifying displaced staff.</p> <p>Following above meeting, notify staff of Assimilation category.</p> <p>Staff have the right to appeal.</p> | <p>(Try and add on after the above if possible with unions)</p> | |
| <p>Stage 5</p> | <p>Limited Competition Selection Process</p> | | <p>HR to draft, Chair of committee to sign</p> |
| <p>Stage 6</p> | <p>Redundancy Nomination meeting</p> <p>Send outcome of redundancy nominations meetings</p> | <p>Within 3 working days of the limited competition process</p> | <p>TU rep, nominated directors, HR Representative, management and Clerk taking notes.</p> <p>HR to draft, Chair of committee to sign</p> |
| <p>Stage 7</p> | <p>Redundancy Appeal (if necessary)</p> <p>Give verbal outcome to employee and then confirm in writing to the employee within 3</p> | <p>Within 10 working days of the redundancy nomination</p> | <p>TU reps, employee Directors Committee, HR Representative management and Clerk taking notes.</p> <p>HR to draft, Chair of</p> |

| | | | |
|--|---------------|--|-------------------|
| | working days. | | committee to sign |
|--|---------------|--|-------------------|

Appendix B

Assimilation Categories for Posts

Category A

The job(s) is considered to be **directly similar in tasks**, duties and responsibilities to post(s) in the previous structure. The grade and reporting relationship may be different, but it is **obvious** that a postholder(s) can be identified as being available for assimilation to the post(s) on the basis of the key tasks, duties and responsibilities of the former post. The only course of action is for the member of staff to be directly assimilated (slotted in) to the new structure.

Where there are more members of staff available for assimilation than (Category A) in the new structure and all such members of staff (assimilees) are considered “suitable” then a “limited competition selection” procedure will apply.

Category B

The job(s) is considered to be **broadly** similar in tasks, duties and responsibilities to a post(s) in the previous structure, though the grade and reporting relationship may be different. There may be one or more members of staff who can be identified as being available for assimilation to this post(s). The course of action is to assimilate (slot in) the member(s) of staff whose present key tasks, duties and responsibilities are most similar to the new job, or where there is more than one member of staff who is available for a particular post, to have a “limited competition selection” procedure.

Category C

The job(s) is now **changed in emphasis** by task, duty, responsibility or grade from a job or jobs in the previous structure (e.g. by attachment of extra responsibilities, mergers, change in emphasis, reallocation of duties). The course of action is as follows:

- a) Where only one member of staff is identified as being suitable on the basis of his/her key task, duties and responsibilities of a former post – to be assimilated directly.
- b) Where more than one member of staff can be identified as performing part of the constituent tasks/duties and responsibilities, then “limited competition” should take place and particular members of staff identified as available for selection.
- c) Where no member of staff is available, this post becomes open to other members of staff elsewhere who are affected by structural changes.

Category D

The job(s) has been created to reflect a new direction or function. The course of action is as follows:

- Internal advertising indicating the key requirements of the post.
- Every possible consideration to be given to those members of staff who are
- Displaced / affected from elsewhere with suitable experience, qualifications and abilities.

Advice must be obtained from HR on those employees on temporary/fixed term contracts or secondment arrangements to ensure that any assimilation rights in such cases are determined correctly.

The general rule is as follows:-

Secondments

Employees on secondment have assimilation rights to their substantive post in their substantive service area. They do not have assimilation rights in the services area/post that they have been seconded to.

Fixed Term Contract Employees

These employees may need to be included in the assimilation process like any other employee, however their rights may be determined or affected by the reason for the contract being temporary/fixed term and HR Advice should be sought.

Appendix C

Procedure for Appeals against Assimilation Categories or Redundancy Nomination

An appeal against an assimilation category or redundancy nomination will be considered by a Panel consisting of 3 directors none of whom will have been involved in making the original decision

Employees have the right to be represented at the hearing by a Trade Union Representative or fellow employee.

This Panel will be chaired by one of the Directors.

The format of the hearing will be as follows:

1. The Appellant will be asked to state the grounds of his/her appeal.
2. Management's representative will be given the opportunity to ask relevant questions.
3. Management's representative will be asked to state the grounds on which their decision was based.
4. The Appellant will be given the opportunity to ask relevant questions.
5. The Panel will ask any questions they may have of both parties.
6. Both parties will be asked to withdraw to enable the Panel to reach a decision.
7. Both parties will be notified of the Panel's decision as soon as possible (normally within 24 hours). The decision will be confirmed in writing within 5 days.

This is the final level of appeal.

Appendix D

How is a Redundancy Payment Calculated?

Section 162 of the Employment Rights Act 1996 sets out how a redundancy payment is calculated:

This would start with determining the period, ending with the relevant date, during which the employee has been continuously employed.

From this the number of complete year's employment would be calculated. The appropriate amounts would then be calculated based on the following:

One and a half weeks' pay for each year of employment in which the employee was aged 41 or over;

One weeks' pay for each year of employment in which the employee was aged between 22 and 40; and

half a week's pay for each year of employment up to the age of 21.

Redundancy payments and pension benefits will be paid in accordance with the School's Discretionary Compensation Policy and the Local Government Scheme Regulations and Teacher Pension Schemes in existence at the date of the employee's employment.

Appendix E

Contact Details for Teaching Trade Unions

| Name of Representative | Name of Union | Contact Details | Contact Number |
|------------------------|------------------|-----------------------------------|------------------------------|
| Adrian Cogill | NAHT | bradford@nahtofficials.org.uk | 07914818782 |
| Waqas Ahmed | NEU (NUT Branch} | waqas.ahmed@neu.org.uk | 01274 414664 |
| Tom Bright | NEU (ATL Branch) | Thomas.bright@neu.org.uk | 01274 414664/ 07768598209 |
| Mark Sutton | ASCL | Mark.Sutton@ascl.org.uk | |
| Wendy Shuttleworth | NASUWT | wendyshuttleworthnasuwt@gmail.com | 01274 666189 |
| Mark Jessop | UNITE | mark.jessop@unitetheunion.org | 07785611896 |

Contact Details for Non Teaching Unions

| Name of Representative | Name of Union | Contact Details | Contact Number |
|------------------------|---------------|-----------------------------------|------------------------------|
| Linda Crowther | UNISON | secretary@unison-bradford.org.uk | 01274 513170/ 07866802827 |
| Gary Nesbitt | GMB | Gary.nesbitt@bradford.gov.uk | 07930245114 |
| Rob Murgatroyd | GMB | Robert.murgatroyd@bradford.gov.uk | 07943503515 |

Part 2. Redundancy and Premature Retirement Policy

1 Introduction

- 1.1 This policy is written with reference The Teachers (Compensation for Redundancy and Premature Retirement) Regulations 2015.
- 1.2 The above Regulations give powers to employers to award discretionary compensation to teachers for redundancy, termination or premature retirement, should the school wish to use this discretion.
- 1.3 The Employment Rights Act 1996 provides the framework for the payment of redundancy compensation. The Teachers (Compensation for Redundancy and Premature Retirement) Regulations 2015 and the Teacher's Pension Regulations 2010 (as amended by the Teachers' Pension Regulations 2014) provide the statutory framework for the payment of premature retirement compensation relating to the release of pension for teachers aged 55 and over who are members of the Teachers Pension Scheme (TPS) and who are made redundant.
- 1.4 This policy sets out the Trust's decisions on how it will exercise its discretionary powers contained within the Teachers (Compensation for Redundancy and Premature Retirement) Regulations 2015.
- 1.5 This policy sets out the arrangements for compensatory payments to be made to teachers working in the Trust, in the event that their employment with their school is terminated on the grounds of redundancy or efficiency.
- 1.6 It should be noted that that none of the following discretionary powers are a contractual benefit or entitlement but instead decisions are made at the sole discretion of the Trust.
- 1.7 This policy should be used in conjunction with the Trust's Managing Workforce Change Policy (or equivalent) and any decisions around discretionary compensatory payments to be made to teachers in the school, will be agreed by all relevant parties at the start of the managing workforce change procedure.

2 Entitlement

- 2.1 This policy will apply to all teaching staff employed at Beckfoot Trust who are employed under Conditions of Service for School Teachers in England and Wales and who are eligible to be members of the Teachers Pension Scheme.
- 2.2 For the avoidance of any doubt this policy does not apply to:
 - Employees on National Joint Council (NJC) terms and conditions as they are covered by separate redundancy pay arrangements.

- Teachers with less than 2 years continuous service with one or more Local Authorities on the date their employment ends will have no entitlement to any redundancy pay.
- Teachers on fixed term contracts and are over age 55 are not eligible for premature retirement compensation under the rules of the Teachers Pension Scheme, where the contract is ended at the time stated and for the reason stated. If continuous contracts are offered, redundancy may be payable in certain circumstances.
- Centrally employed members of staff.

The following areas outline those aspects of the teachers (compensation for Redundancy and premature retirement) regulations 2015 in which schools are able to choose to use their discretion or not, in making any decisions on discretionary compensation for redundancy or termination of staff.

It is advised that prior to any decisions being made by the school in relation to this policy, advice and guidance is sought from.

Discretionary Compensation for Redundancy

PART 2 - Regulation 6 of the 2015 Regulations gives employers the power to waive the statutory limit on a weeks pay when calculating a redundancy payment in accordance with the Employment Rights Act. 1996.

Policy Statement

Beckfoot Trust in relation to both compulsory and voluntary redundancy situations and redundancy payments under Part 11 of the Employment Rights Act 1996 will pay an actual weeks earnings to an employee in school.

3 Teachers' redundancy payments calculations

Teachers will receive a redundancy compensation payment based on the provisions of the Employment Rights Act 1996 (ERA). This payment will be calculated using the formula set out in the ERA which comprises a defined number of weeks' pay based on age and continuous service at the date when employment is terminated, up to a maximum of 20 years service (See Ready Reckoner, **Appendix F**)

The calculation will be based on continuous local government service with any other local authority or employer covered by the Redundancy Payments Modification Order.

A week's pay is that which the employee is entitled to under his or her terms of the contract at the 'calculation date'. The 'calculation date' is the date on which the employer gives the employee notice of dismissal on the grounds of redundancy. If the

pay varies, the amount of the week's pay is averaged over the 12 weeks prior to the 'calculation date'.

A week's pay is made up of basic salary and any allowances that the employee is in receipt of at the 'calculation date' e.g. TLR/SEN/ Acting Allowance.

4 Discretionary Compensation for Termination

PART 3 - Regulation 8 of the 2015 Regulations gives the "relevant body" the discretionary power to **award up to 104 weeks as a lump sum compensation payment** for the termination of employment on the grounds of redundancy or in the interests of efficiency of the service.

This compensation is in the form of a lump sum payment made once on termination of employment.

To be eligible the employee must:

- Be eligible to be a member of the Teachers Pension Scheme.
- Not be awarded a period of additional pension (added years) or Premature Retirement Compensation (PRC) under the Teachers (Compensation for Redundancy and Premature Retirement) Regulations 2015. The Teachers Pension Regulations do not allow for an enhanced redundancy payment to be made where pension benefits are released.

Policy Statement

Beckfoot Trust **does not** consider the exercise of the discretion to pay discretionary lump sum compensation to be an integral part of this policy.

Beckfoot Trust **does not** propose to exercise its discretion to award up to 104 weeks pay as lump sum compensation to those employees whose employment is terminated on the grounds of redundancy including voluntary redundancy.

As such, this discretion will only be exercised in the most exceptional circumstances, having regard for the particular circumstances of the case in school.

In the most exceptional circumstances, the school will only consider making lump sum terminations having regard to the following:

- The interests of the school.
- The member's personal circumstances.
- Any potential benefits or savings to the school, arising from the exercise of this discretion.
- Other options that are, from time to time available under the school's severance arrangements.
- The ability of the school to meet the cost of granting such an award.

Decisions as to whether to award up to 104 weeks pay as a lump sum compensation payment to employees terminated on redundancy grounds shall be made by the Trust Board of Directors, or a designated committee on their behalf

The Trust's position on redundancy will be agreed prior to the commencing of any managing workforce change procedure and this will be included in the business case.

5 Mandatory Compensation for Premature Retirement

PART 4 (Regulation 9 to 11) of the 2015 Regulations gives the “relevant body” the power to award Premature Retirement Compensation (PRC) to a teacher subject to their employment being terminated on the grounds of redundancy or efficiency and is aged 55 or over. This is referred to as “mandatory compensation”. When a teacher is granted premature retirement on the grounds of redundancy or efficiency the employer is responsible for paying the mandatory compensation as set out in Part 4 of the 2015 Regulations.

To be eligible for premature retirement compensation the teacher must be a member of the TPS be aged 55 or over and have at least 2 years pensionable service at the termination date.

Payment of premature retirement compensation is not available if the teacher is solely employed on fixed term contract or specific purpose contract.

Policy Statement

Beckfoot Trust will award PRC to a teacher when their employment has been terminated on grounds of redundancy or in the interests of efficiency of the service. This enables teachers to receive immediate payment of an unreduced pension and lump sum based on their accrued contributory service at the date their employment is terminated.

The Teachers Pension Scheme will pay an actuarially reduced pension and lump sum based upon the teacher’s pensionable service and the school will pay the difference so that the teacher receives unreduced benefits for their lifetime.

6 Discretionary Compensation for Premature Retirement

PART 5 (Regulation 17 to 20) of the 2015 Regulations allows the employer to award discretionary compensation by the way of additional credited periods of service (known as “added years”) to the employee’s pension benefits up the maximum allowed by the regulations provided the member is active or within 6 months of the employee leaving their employment when that employment was terminated on the grounds of redundancy or efficiency. The regulations limit the amount of additional credited service which can be awarded to the shortest of:-

- The period between the date of termination and the member’s normal pension age,
- the length of effective service, and
- 10 years.

Policy Statement

Beckfoot Trust **does not** agree to use its discretion to award a member additional periods of service in respect of employees whose employment is terminated on the grounds of redundancy or in the interests of efficiency of the school to be an integral part of this policy.

This discretion would only be exercised in the most exceptional circumstances having regard to the particular circumstances of the case.

In the most exceptional circumstances the school will only consider the award of additional pension having regard to the following:

- The interests of the School
- The member's personal circumstances
- Any potential benefits or savings to the school arising from the exercise of this discretion
- Other options that are, from time to time, available under the school's severance arrangements
- The ability of the school to meet the cost of granting such an award.

Decisions as to whether to award additional periods of service in respect of employees whose employment is terminated on the grounds of redundancy or in the interests of efficiency shall be made by the Trust Board of Directors, or a designated committee on their behalf.

The additional costs associated with any early release of pension funds to a member of staff being made redundant, will fall on the school to make, for the duration of the pension arrangements.

7 Review

- 7.1 This policy will be reviewed as necessary to ensure that it complies with current employment legislation and the requirements of the Trust.
- 7.2 Any future amendments will not come into effect until one month has elapsed following the publication of the changed/amended policy.

Appendix F - Ready Reckoner - Statutory Redundancy Payments Table

To calculate the number of week’s redundancy pay, cross reference the person’s age and years of service and then multiply that number by the actual weekly salary. 61+ -The table stops at age 61 because for employees age 61 and over, the payment remains the same as for age 61.

| Age | Service (Years) | | | | | | | | | | | | | | | | | | | |
|-----|-----------------|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--|
| | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| 17* | 1 | | | | | | | | | | | | | | | | | | | |
| 18 | 1 | 1½ | | | | | | | | | | | | | | | | | | |
| 19 | 1 | 1½ | 2 | | | | | | | | | | | | | | | | | |
| 20 | 1 | 1½ | 2 | 2½ | - | | | | | | | | | | | | | | | |
| 21 | 1 | 1½ | 2 | 2½ | 3 | - | | | | | | | | | | | | | | |
| 22 | 1 | 1½ | 2 | 2½ | 3 | 3½ | - | | | | | | | | | | | | | |
| 23 | 1½ | 2 | 2½ | 3 | 3½ | 4 | 4½ | - | | | | | | | | | | | | |
| 24 | 2 | 2½ | 3 | 3½ | 4 | 4½ | 5 | 5½ | - | | | | | | | | | | | |
| 25 | 2 | 3 | 3½ | 4 | 4½ | 5 | 5½ | 6 | 6½ | - | | | | | | | | | | |
| 26 | 2 | 3 | 4 | 4½ | 5 | 5½ | 6 | 6½ | 7 | 7½ | - | | | | | | | | | |
| 27 | 2 | 3 | 4 | 5 | 5½ | 6 | 6½ | 7 | 7½ | 8 | 8½ | - | | | | | | | | |
| 28 | 2 | 3 | 4 | 5 | 6 | 6½ | 7 | 7½ | 8 | 8½ | 9 | 9½ | - | | | | | | | |
| 29 | 2 | 3 | 4 | 5 | 6 | 7 | 7½ | 8 | 8½ | 9 | 9½ | 10 | 10½ | - | | | | | | |
| 30 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 8½ | 9 | 9½ | 10 | 10½ | 11 | 11½ | - | | | | | |
| 31 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 9½ | 10 | 10½ | 11 | 11½ | 12 | 12½ | - | | | | |
| 32 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 10½ | 11 | 11½ | 12 | 12½ | 13 | 13½ | - | | | |
| 33 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 11½ | 12 | 12½ | 13 | 13½ | 14 | 14½ | - | | |
| 34 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 12½ | 13 | 13½ | 14 | 14½ | 15 | 15½ | - | |
| 35 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 13½ | 14 | 14½ | 15 | 15½ | 16 | 16½ | |
| 36 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 14½ | 15 | 15½ | 16 | 16½ | 17 | |
| 37 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 15½ | 16 | 16½ | 17 | 17½ | |
| 38 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 16½ | 17 | 17½ | 18 | |
| 39 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 17½ | 18 | 18½ | |
| 40 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 18½ | 19 | |
| 41 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 19½ | |
| 42 | 2½ | 3½ | 4½ | 5½ | 6½ | 7½ | 8½ | 9½ | 10½ | 11½ | 12½ | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | |
| 43 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | |
| 44 | 3 | 4½ | 5½ | 6½ | 7½ | 8½ | 9½ | 10½ | 11½ | 12½ | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | |
| 45 | 3 | 4½ | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | |
| 46 | 3 | 4½ | 6 | 7½ | 8½ | 9½ | 10½ | 11½ | 12½ | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | 22½ | |
| 47 | 3 | 4½ | 6 | 7½ | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | |
| 48 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 11½ | 12½ | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | 22½ | 23½ | |
| 49 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | |
| 50 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | 22½ | 23½ | 24½ | |
| 51 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | |
| 52 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | 22½ | 23½ | 24½ | 25½ | |
| 53 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | |
| 54 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 20½ | 21½ | 22½ | 23½ | 24½ | 25½ | 26½ | |
| 55 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22 | 23 | 24 | 25 | 26 | 27 | |
| 56 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 23½ | 24½ | 25½ | 26½ | 27½ | |
| 57 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25 | 26 | 27 | 28 | |
| 58 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 26½ | 27½ | 28½ | |
| 59 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 27 | 28 | 29 | |
| 60 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 27 | 28½ | 29½ | |
| 61+ | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 27 | 28½ | 30 | |

Part 3. Redeployment Policy

1 Trust Responsibilities

The Trust Directors have specific responsibility for implementing procedures in a fair, consistent and equitable way. The management of employees during a period of change, uncertainty and restricted budget regimes needs to be undertaken sensitively and follow the appropriate procedures.

The Trust is required to:

- Ensure employees and trade unions are informed and consulted about changes that affect employees, their job role or/and employment conditions
- Offer appropriate support to employees during times of change and transition
- Comply with legal obligations Redeployment, Pay & Protection Arrangements –

Purpose and Principles

The purpose of redeployment is to facilitate recruitment into an alternative post, where the skills and abilities of the employee can be used positively. It can be used to place any potentially redundant or displaced employees and in circumstances where there may be a requirement to seek a suitable job alternative e.g. for a disabled employee, in which case a skills matching process may apply and any reasonable adjustments taken into account.

To ensure that the redeployment procedure is as effective; the Trust will: -

- Match employees against any vacancies
- Seek possible redeployment opportunities with other schools in the Trust

The Trust cannot guarantee that all displaced employees will be offered a suitable alternative position, nor is there a minimum number of alternative offers. However, every effort will be made, up to and including the last day of service to identify a suitable redeployment opportunity and if successful, redundancy notice will be withdrawn.

Competitive application for redeployment may be required. However, in line with the statutory position and case law:

- employees on maternity or adoptive leave, or additional paternity leave whose posts are at risk of redundancy or who are being made redundant, must be offered a suitable alternative post in preference to any other redeployee and
- in the case of redeployment of a disabled employee, there should not be a competitive interview. Confirmation of redeployment is dependent on the capability of the person to carry out the work and the practicality and reasonableness of any necessary reasonable adjustments.

1.1 Trial Periods

Where alternative employment is taken up the individual is entitled to a minimum 4 week trial period in the new post (the time period can be extended for up to a total of 3 months for training purposes only, provided this is agreed in advance of the new post starting and is recorded in writing). An induction plan should be produced detailing any

agreed support and development activities. Either the employer or the employee can end the employment during or at the end of the trial period if they deem it unsuitable. If the employee unreasonably rejects the new post (or works in it beyond the end of the trial period) a redundancy payment will not be made. HR advice should be sought in these circumstances.

Support for employees may include:

- Help with completing the Redeployment Skills Template
- Counselling
- Training or development, as appropriate and within financial constraints
- Reasonable time off to attend interviews/job search

Teaching Staff

All teaching employees, whether employed on a full or part-time basis, who are redeployed as teachers shall receive protection of their salary and allowances. This will be in accordance with the Teachers' Pay and Conditions Document. Redeployment, Pay & Protection Arrangements

Support Staff

Employees can be redeployed into a suitable alternative post up to one grade higher or no more than two grades lower. If the post is one or two grades lower, their substantive salary will be protected for a period of time. For further information, refer to the Managing Workforce Change policy.

Any additional salary payments will not be protected if there is no requirement to work these arrangements in the new post; employees should only be paid the allowances and hours applicable in the new post.

Where the employee is redeployed into a lower grade at their own request, or if redeployed as a result of capability, then pay and protection will not apply.

The Trust will not contribute towards, the cost or reimburse in full, any difference in commuting expenses as a result of redeployment.

The Redeployment Skills template can be found in Trust SharePoint.