

INSPIRING EXCELLENCE TOGETHER

The Children First Learning Partnership Redundancy and Reorganisation Policy (Version 4)

The Redundancy and Reorganisation Policy in respect of the Children First Learning Partnership has been discussed and adopted by the Directors Board

Chair of Board: Mrs N. Chell

Responsible Officer: CEO - Mrs A Rourke

Agreed and ratified by the Directors Board on: 18.03.2024

To be reviewed: March 2025

Contents

1.	Introduction	3
2.	Scope	3
3.	Redundancy Definitions	3
4.	Consultation	4
5.	Disclosure of Information	5
6.	Displacement of Employees	6
7.	Voluntary Redundancy/Retirement	6
8.	Redeployment	6
9.	The Committee Structure	7
10.	Selection Criteria for Compulsory Redundancy	8
11.	Employee Appeals	9
12.	Re-engagement following Redundancy or Early Retirement	9
13.	Further Information	10

1. Introduction

- 1.1. The Children First Learning Partnership is committed to ensuring, as far is reasonably possible, a secure and stable working environment through the retention of its finest asset, the employees. Through positive workforce planning, we will endeavour to maintain the efficiency and effectiveness of service provision in order to safeguard the current and future employment of its employees.
- 1.2. However, it is recognised that, circumstances may arise that will affect employees within the organisation and some employees may be placed 'at risk' of redundancy.

2. Scope

- 2.1. This policy applies to all Children First Learning Partnership employees.
- 2.2. Regulations made under the Education Act 2002 give Governing Bodies powers to delegate their power to dismiss to Head Teachers if they so wish. If the Board of Directors wish to delegate to the Head Teacher their power to dismiss any position other than that of Head Teacher, then this should be clear at the start of the process. The Head Teacher must ensure that they remain impartial throughout the process. However, any appeal would still remain with the Directors Appeals Committee.

3. Redundancy Definitions

- 3.1. Employees who have at least 2 years continuous service with any local authority or employer covered by the Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999 (as amended) are entitled to a redundancy payment. If an employee unreasonably rejects an offer of suitable alternative employment they will forfeit their right to a redundancy payment. A redundancy payment will not be paid where, before the end of their employment, the redundant employee receives an offer of employment with the local authority or with a Modification Order employer and accepts and starts the new job within 4 weeks of the date of the redundancy.
- 3.2. The Employment Rights Act 1996 defines a redundancy situation as one where:

The Employer has:

- (a) ceased, or intends to cease to carry on the business for the purposes of which the employee was employed, either generally or at the place where the employee was employed; or
- (b) the requirements of the business for employees to carry out work of a particular kind, either generally or at the place where the employee was employed, have ceased or diminished or are expected to cease or diminish.

- 3.3. Under section 197 of the Employment Rights Act 1996, the non-renewal of a fixed term contract is a dismissal in law. Therefore, employees with over 2 years' service whose fixed-term contract is not renewed may be entitled to a redundancy payment.
- 3.4. Advice should also be sought in regard to any longstanding casual contracts.

4. Consultation

- 4.1. Where the Children First Learning Partnership is contemplating making changes to its employee establishment that may lead to a redundancy situation, there should be meaningful consultation on any proposals with individual employees affected by the proposal and with the appropriate recognised trade unions. Consultation will involve considering ways of:
 - avoiding proposed redundancies;
 - reducing the numbers to be made redundant;
 - mitigating the consequences of any redundancies.
 - undertaking selection
 - developing any ringfencing arrangements
- 4.2. Consultation, must begin 'in good time' and in any event:
 - (a) Consultation will be meaningful regardless of the number of employees affected.
 - (b) Consultation must begin at least **30 days**, before the first dismissal takes effect where the employer is proposing to make redundant 20 to 99 employees period of 90 days or less.
 - (c) Consultation must begin at least **45 days**, before the first dismissal takes effect where the employer is proposing to make redundant 100 or more employees within a period of 90 days or less.

You should seek advice from your HR provider as to what Consultation period applies at the time when you are considering making redundancies.

4.3. Consultation must be completed before issuing redundancy notices to employees.

5. Disclosure of Information

- 5.1. There is a statutory responsibility for employers under Section 188 of the Trade Union and Labour Relations (Consolidation Act 1992 (TULCRA) to disclose prescribed information to appropriate representatives. Therefore, the Academy/Trust MUST provide, through a Business Case the following information. The Business Case is to be provided to the appropriate recognised Trade Unions [Branch Secretaries] and staff during or prior to the consultation period:
 - the reasons for the proposed redundancy;

- the total number of employees affected by the proposals, including a pre and post restructure organisation chart with names, grades and job titles;
- the number and description of roles at risk and therefore employees who may be made redundant (either voluntary or compulsory);
- Job descriptions [old & new, where appropriate]
- proposed method of selection for redundancy;
- proposed method of how the redundancies will be carried out including the period over which redundancies are to take effect;
- proposed method of calculating redundancy pay;
- the number of agency workers working for the school, and
- the type of work they are doing.
- 5.2. Under the Trade Union and Labour Relations (Consolidation) Act 1992, Part IV, Chapter II, the Academy is responsible for notification of the Insolvency Service, within the Redundancy Payments Service (RPS), if it proposes to make 20 or more workers redundant at one establishment over a period of 90 days or less.
- 5.3. In such circumstances the Academy must issue a formal notification [HR1 Form]. The notification to the Secretary of State must be received by RPS before redundancy notices are issued and at least 30 or 90 days before the first termination date. Timescales will depend upon the number of employees involved.
- 5.4. During meaningful consultation, the Academy must consider any representation or counter proposal submitted in writing by affected employees or the appropriate recognised Trade Unions and will reply, within a reasonable period, to any submissions received ahead of the commencement of the selection process.

6. Displacement of Employees

- 6.1. Where the proposals involve the displacement of employees the Academy, in consultation with the appropriate recognised Trade Unions, will seek to avoid compulsory redundancies by considering the adoption of the following measures where practically possible, bearing in mind service constraints, legislation, and the need to maintain services:
 - natural wastage
 - restrictions on recruitment to posts
 - reducing or eliminating other payments, including overtime
 - reducing hours across affected groups of staff to minimise potential redundancies, if they volunteer following appropriate consultation.
 - non-renewal of fixed term and temporary contracts at the point of expiry, for example where an individual has been brought in specifically to complete particular tasks or to cover for a peak in demand.
 - seeking applications for early retirement and/or voluntary redundancy in accordance with the Academy policy
 - redeployment within the Academy/Multi-Academy Trust/ Company with appropriate training if necessary and agreed trial periods.
 - Transfer of employee to other suitable work within the Academy/ Multi-Academy
 Trust (with retraining where possible).

7. Voluntary Redundancy/Retirement

- 7.1. In addition to the above, the Board of Directors will consider on a case by case basis requests or may seek volunteers across the full staff group to opt for early/flexible retirement, and/or for voluntary redundancy under the schemes operated at that time. In these instances, whilst the Board of Directors will be prepared to consider all requests, it reserves the right to determine release, taking into account current and future operational requirements.
- 7.2. An agreed selection exercise will be conducted, if required, for example if there are more volunteers than roles which can be vacated.

8. Redeployment

- 8.1. Any employee who is "at risk" of redundancy will be subject to the provisions for redeployment in place at the time. Legally there is an obligation and responsibility to consider suitable alternative employment for redeployees and conversely, redeployees should show reasonableness in rejecting or accepting any suitable alternative employment.
- 8.2. The Academy must consider any other redeployment opportunities within their own Academy or wider Multi-Academy Trust/Company which may be suitable for the 'at risk' employee.
- 8.3. The Academy must provide relevant retraining and redeployment of existing employees into appropriate vacancies where possible to maximise opportunities and minimise redundancies. Appropriate funding will be the responsibility of the Academy. In this event, the Academy will retain the right to determine the suitability of candidates for retraining and redeployment taking into account all skills possessed by the employees.
- 8.4. Where appropriate salary protection should be considered in line with the Academy policy.

9. The Committee Structure

- 9.1. Directors must nominate two separate committees (including a Chair for each) as follows:
 - a selection committee to consider a staffing structure and identify staff for displacement;
 - an appeals committee to consider any appeals.
- 9.2. Where the Head Teacher, Board of Directors and/or Selection Committee at a school judge that there is a significant possibility of staffing reductions, they should ensure that the appropriate committees are formed in advance of the process.

- 9.3. No Director may be a member of both committees and there should be no discussion between members of the two committees about any decisions under consideration. There should also be no discussion with any other individuals apart from other members of the selection or appeals committee.
- 9.4. The Head Teacher or other nominated senior member of staff in school can provide evidence and information to each committee in an 'expert advisor' capacity. The Head teacher may be present at both committees and make a contribution to the process, but is not part of the decision making.
- 9.5. It could be unethical for staff Directors to be appointed as a member of either committee. Directors should also consider whether it is appropriate to appoint parent Directors to either committee.
- 9.6. The Selection Committee must consist of at least three Directors and the appeals committee must have at least as many members as the Selection Committee. It is strongly advised that you seek advice and guidance from your HR provider throughout any Redundancy process.
- 9.7. This policy should be read in conjunction with the Redundancy and Reorganisation Guidance Document which provides further information on the process which sits beneath this Redundancy & Reorganisation Policy.

10. Selection Criteria for Compulsory Redundancy

- 10.1. Where it is shown that fewer employees are required in a particular workgroup and changes cannot be achieved by voluntary measures, the Academy will consult with recognised trade unions on the method of selection and can either use selection criteria agreed or alternatively selection by competitive assessment, for example, a formal interview process may be used as an appropriate method of redundancy selection.
- 10.2. When utilising any selection method this will be carried out by the selection committee with advice being sought from the Headteacher or their representative. The application of the criteria must be lawful, objective, fair, reasonable and evidence based [anonymised where necessary] and be applied to all affected employees.
- 10.3. As part of the consultation the recognised trades unions will be consulted on the process to:
 - Establish the pool of employees from which selection will be made;
 - Establish the relevant selection method, inclusive of criteria and weighting were appropriate.
- 10.4. It should be noted that employees should not be selected for redundancy purely on the fact that they work under a fixed term contract, unless this can be objectively justified.

10.5 The Board of Directors or Headteacher if nominated will notify those employees that they have been provisionally selected for redundancy individually and face to face, then confirm in writing.

11. Employee Representations

- 11.1. An employee provisionally selected for redundancy will have the right to make representations regarding their selection and the right to be accompanied by a trade union or other representative.
- 11.2 The employee will notify the Headteacher within three working days of their selection that they wish to make representations and five working days notice of the meeting will be allowed.
- 11.3 The Selection Committee will consider such representations and will decide whether or not it wishes to confirm its decision. This decision will be confirmed in writing.

12. Employee Appeals

- 12.1. An employee selected for redundancy will have the right of appeal against dismissal.
- 12.2. The appeal should be submitted in writing to the Appeals Committee within 10 working days following receipt of written confirmation of the notice of redundancy and the grounds of appeal must be stated. If the employee has not exercised their right to make representations to the Selection Committee they should notify the Chair of the Appeals Committee in sufficient time to allow five days calling notice for the Appeals Committee.
- 12.3. The Appeals Committee will consider the case, and the employee has the right to be accompanied at the hearing by a trade union or workplace colleague of their choice.

13. Re-Engagement Following Redundancy

- 13.1. Former employees who wish to apply for future vacancies with the Academy will be considered in open competition with other applicants in line with normal recruitment practices.
- 13.2 If employees are re-engaged within 4 weeks, continuity of service will not be broken and employees would be required to return any redundancy pay received. If redundancy pay is not paid back and the employee is made redundant again at a later date, redundancy pay will only be for the remaining service period following reengagement.

14. FURTHER INFORMATION

Further advice and guidance on this policy or specific circumstances covered by this policy can be obtained via your Service Level Agreement from you HR provider.

Appendix 1

	Children's Learning Partnership Trus	t Redundancy Benefits
	For those employed by the Trust prior to January 2021 ¹	For those employed by the Trust from 1st January 2021 onwards
Teachers – aged under 55	Redundancy payment is based on actual weekly salary (i.e. no cap at statutory maximum)	Redundancy payment will be calculated in accordance with the statutory provisions in force at that time
	Where the teacher is a member of the Teachers' Pension Scheme, the teacher will receive a Compensation Lump Sum of twice the amount of the redundancy payment - subject to a maximum of 70 weeks' pay (when aggregated with the redundancy payment).	 The statutory provisions for redundancy pay are currently² as follows: half a week's pay for each full year the employee was under 22 one week's pay for each full year the employee was 22 or older, but under 41 one and half week's pay for each full year the employee was 41 or older
Teachers – aged 55 and over	Redundancy payment will apply the cap on a week's pay (statutory maximum) No Compensation Lump Sum Pension added years up to a maximum of 3 years. Premature Retirement Costs Where the teacher is aged 55 and over and accesses their pension on the grounds of redundancy, the pension is released to the employee without reduction with the Trust paying the actuarial strain. Where a teacher is aged 55 and over and does not access pension benefits, the redundancy payment will be based on salary up to the statutory maximum limit, i.e.actual weekly salary in excess of the statutory maximum limit will not be payable.	The Trust has the discretion to allow the employee to retire on the grounds of redundancy. Teachers Pension Scheme guidance states: If a member is 55 or over, then the employer <i>may</i> decide to grant premature retirement benefits if they make the member redundant, although they are not obliged to do this. This is entirely at the Trust's discretion.
	Redundancy payment is based on actual	Redundancy payment will be calculated in

¹ In accordance with Staffordshire County Council benefits in force at the time of writing

² In accordance with the Employment Rights Act 1996

All Support Staff	weekly salary (i.e. no cap at statutory maximum)	accordance with the statutory provisions in force at that time
	Where the support staff employee is a member of the LGPS, the employee will receive a Compensation Lump Sum of twice the amount of the redundancy payment - subject to a maximum of 70 weeks' pay (when aggregated with the redundancy payment).	
Support Staff aged 55 and over ³	In addition to the above - Access to pension benefits (no added years). Trust pays actuarial strain for early release of pension benefits.	LGPS guidance states: If a person is aged 55 or over, and has 2 years' or more membership, and is dismissed by his/her employer on grounds of redundancy (i.e. he/she satisfies the provisions of the Employment Rights Act 1996 concerning redundancy payments)
		he/she will be entitled to immediate payment of retirement benefits, without reduction.

General Notes:

Consultation is currently underway by the Ministry of Housing, Communities and Local Government, September 2020, regarding reforms to exit payments in Local Government and this document will be updated in line with any new legislative requirements

Should the total of any compensation lump sum and redundancy payment exceed £30,000, the excess is subject to deduction of income tax.

Multiple posts – it is possible for an employee to be made redundant in one of a number of posts held within the Academy or Trust. In such cases, redundancy payments are limited to the redundant post only and are calculated in accordance with continuous service in that post. With regard to teachers seeking to take premature retirement, the pension scheme stipulates that all employments must cease before benefits can be paid.

An employee is ineligible for a redundancy payment if, before the end of his or her employment, he/she receives an offer of a suitable comparable job with any employer listed in the Modification Order to start immediately or within four weeks of the end of the previous employment. Further information regarding the Modification Order can be viewed at www.opsi.gov.uk/si/si2003/20031964.htm. HR or the Pensions Services Section can also offer further advice on this matter.

³ Employees who have already reached their normal retirement age (NRA) or have met/exceeded maximum service conditions will not be eligible for any enhanced pension benefits. NRA is state pension age.

								R	edundan	cy Pay Ta	able								
	Full Years Continuous Service																		
Age	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
17	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18	1	1.5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19	1	1.5	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20 21	1	1.5	2	2.5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22	1	1.5 1.5	2	2.5	3	3.5	0	0	0	0	0	0	0	0	0	0	0	0	0
23	1.5	2	2.5	3	3.5	3.5	4.5	0	0	0	0	0	0	0	0	0	0	0	0
24	2	2.5	3	3.5	4	4.5	5	5.5	0	0	0	0	0	0	0	0	0	0	0
25	2	3	3.5	4	4.5	5	5.5	6	6.5	0	0	0	0	0	0	0	0	0	0
26	2	3	4	5	5	5.5	6	6.5	7	7.5	0	0	0	0	0	0	0	0	0
27	2	3	4	5	6	6	6.5	7	7.5	8	8.5	0	0	0	0	0	0	0	0
28	2	3	4	5	6	6.5	7	7.5	8	8.5	9	9.5	0	0	0	0	0	0	0
29	2	3	4	5	6	7	7.5	8	8.5	9	9.5	10	10.5	0	0	0	0	0	0
30	2	3	4	5	6	7	8	8.5	9	9.5	10	10.5	11	11.5	0	0	0	0	0
31	2	3	4	5	6	7	8	9	9.5	10	10.5	11	11.5	12	12.5	0	0	0	0
32	2	3	4	5	6	7	8	9	10	10.5	11	11.5	12	12.5	13	13.5	0	0	0
33	2	3	4	5	6	7	8	9	10	11	11.5	12	12.5	13	13.5	14	14.5	0	0
34	2	3	4	5	6	7	8	9	10	11	12	12.5	13	13.5	14	14.5	15	16	0
35	2	3	4	5	6	7	8	9	10	11	12	13	13.5	14	14.5	15	15.5	16	16.5
36 37	2	3	4	5	6	7 7	8	9	10 10	11 11	12 12	13 13	14 14	14.5 15	15 15.5	15.5 16	16 16.5	17 17	17 17.5
38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16.5	10.3	18	18
39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17.5	18	18.5
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19.5
42	2.5	3.5	4.5	5.5	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	20	20.5
43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
44	3	4.5	5.5	6.5	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	21	21.5
45	3	4.5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
46	3	4.5	6	7.5	8.5	9.5	10.5	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	22	22.5
47	3	4.5	6	7.5	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
48	3	4.5	6	7.5	9	11	11.5	12.5	13.5	14.5	15.5	16.5	17.5	18.5	19.5	20.5	21.5	23	23.5
49	3	4.5	6	7.5	9	11	12	13	14	15	16	17	18	19	20	21	22	23	24
50 51	3	4.5 4.5	6	7.5 7.5	9	11 11	12 12	13.5 13.5	14.5 15	15.5 16	16.5 17	17.5 18	18.5 19	19.5 20	20.5	21.5	22.5	24 24	24.5 25
52	3	4.5	6	7.5	9	11	12	13.5	15	16.5	17.5	18.5	19.5	20.5	21.5	22.5	23.5	25	25.5
53	3	4.5	6	7.5	9	11	12	13.5	15	16.5	18	19	20	20.5	22	23	23.3	25	26
54	3	4.5	6	7.5	9	11	12	13.5	15	16.5	18	19.5	20.5	21.5	22.5	23.5	24.5	26	26.5
55	3	4.5	6	7.5	9	11	12	13.5	15	16.5	18	19.5	21	22	23	24	25	26	27
56	3	4.5	6	7.5	9	11	12	13.5	15	16.5	18	19.5	21	22.5	23.5	24.5	25.5	27	27.5
57	3	4.5	6	7.5	9	11	12	13.5	15	16.5	18	19.5	21	22.5	24	25	26	27	28
58	3	4.5	6	7.5	9	11	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	26.5	28	28.5
59	3	4.5	6	7.5	9	11	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	27	28	29
60	3	4.5	6	7.5	9	11	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	27	29	29
61+	3	4.5	6	7.5	9	11	12	13.5	15	16.5	18	19.5	21	22.5	24	25.5	27	29	30

Version Control:

Version	Date	Amendment	Ву
V2	17.01.2022	Date of review and ratification changed to 16.02.2022 (Front	CEO
		cover)	
V3	18.01.2023	Date of review and ratification changed 15.02.2023	CEO
V4	16.01.2024	Added new logo and aligned branding	COO