



## Reorganisation, Redundancy and Redeployment Policy & Procedure

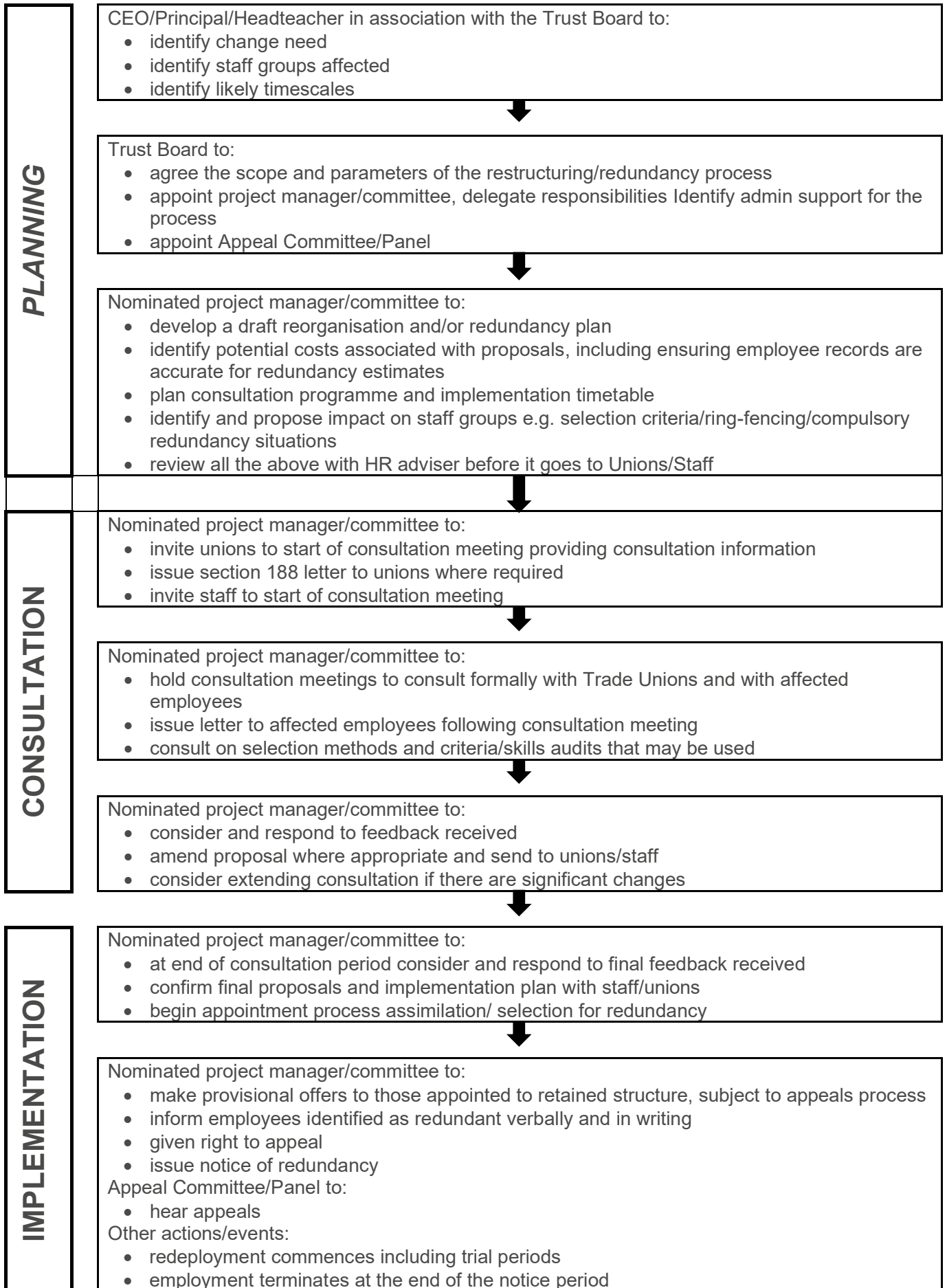
### Yorkshire Endeavour Academy Trust

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## Reorganisation/Redundancy Process Overview



- confirm provisional offers when appeal process completed

## 1. Aims and Scope of the Policy

- 1.1. This policy applies to all employees of Yorkshire Endeavour Academy Trust whenever the Trust is undertaking a restructuring or reorganisation process which may result in job changes or a reduction of staffing numbers.
- 1.2. The aim of this policy is to ensure that:
  - A fair process is followed and employees are treated consistently
  - Discrimination on any unlawful grounds does not arise within the change process
  - Meaningful and constructive consultation is undertaken with staff and Trade Unions
  - All reasonable steps will be taken to avoid the need for compulsory redundancies
- 1.3. The policy sets out the legal requirements and practice required to manage situations of Reorganisation, Redundancy and Redeployment and should be used in conjunction with the toolkit of supporting document templates.

## 2. Definition of Redundancy

- 2.1. Redundancy situations arise where there is a cessation of, or reduction in, a type of work in a particular workplace. It applies to changes in the demand for that work and not to reasons related to the individuals carrying out the work or their characteristics.
- 2.2. An employee is dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to the fact that:
  - the employer has ceased or intends to cease to carry on the business for the purposes for which the employee was employed, or to carry on that business in the place where the employee was so employed; or
  - the requirement for the employee to carry out work of a particular kind, or to carry it out in the place in which they are employed, has ceased or diminished, or is expected to cease or diminish.
- 2.3. There may be occasions when a school needs to vary the terms of employment contracts, as part of a restructuring process. For example, this could involve changes to working patterns, minor changes to job descriptions. These changes do not place staff at risk of redundancy.

However, the Trust is committed to a fair and transparent process. Therefore, any proposed contractual changes will be subject to a reasonable consultation process. This ensures that all affected staff members can comment on the proposed changes.

## 3. Planning

- 3.1. Before determining whether a restructuring/redundancy process is necessary the Trust will consider ways to try to avoid the need for compulsory redundancies, including:
  - natural turnover including any retirements
  - reviewing temporary contractual arrangements and consider if these can be ended fairly
  - terminating engagement of relief staff and staff employed via agencies
  - adjusting existing variable hours contract(s)
  - freezing vacancies and/filling any essential vacancies from existing employees where possible

- considering flexible working/reduction in hours, subject to agreement with the member of staff
- offering secondment opportunities or alternative roles within the Trust or retraining, subject to agreement with the member of staff
- offering voluntary redeployment or voluntary transfer
- trying to make savings in other areas

3.2. The Trust may also invite applications for voluntary redundancy but will usually only do so at the point when it becomes clear that compulsory redundancies will otherwise have to take place.

3.3. The Trust Board are responsible for defining the service to be provided by schools within the Trust. In line with the Trust's scheme of delegation, responsibility for implementing and project managing any restructuring and redundancy processes may be delegated to Local Governing Bodies/ Headteachers/ CEO/ Sub-committee of the Trust Board as appropriate

3.4. When the decision has been made to commence a staffing review process, the CEO/Principal/Headteacher as appropriate will prepare a written proposal to allow for meaningful consultation [which will be ratified by the Trust Board – include local approval arrangements in line with scheme of delegation]. This will usually include:

- background information to the proposal including the reasons for redundancy, relevant financial information and why specific posts have been provisionally selected for redundancy.
- current and proposed staffing structures including details of affected employees e.g. names, job titles, employee numbers, grades, clearly indicating the proposed changes, the number of staff in a potential redundancy situation (pool) and any ring-fencing arrangements if applicable.
- any proposed new/amended job descriptions and where possible for any new posts to have been job evaluated (support staff only) prior to start of consultation.
- the proposed method of selection for redundancy including proposed selection criteria/skills audits/interviews if using.
- a timetable of key steps and dates will be provided including the timescales for consultation and implementation and the date on which any dismissals will take effect.
- how redundancy payments will be calculated for those employees made redundant.
- information about redeployment and other support available e.g. Employee Assistance Schemes, if provided by the Trust, to those in a compulsory redundancy situation.

3.5. Careful consideration will be given to which employees may be affected by the redundancy proposal. This could include determining a pool for redundancy selection and/or ring-fence for appointment to a new structure. Relevant factors to be considered will include:

- the nature of the work undertaken
- those who work in a particular team
- those whose work is expected to reduce or cease
- the existing grade of the employees and proposed grades of the new/revised posts

3.6. The ring-fencing and selection pool arrangements will form part of the consultation process.

3.7. Where there is only one person in a redundancy selection pool, criteria will not be applied and the individual will be selected in the event that the post is confirmed as redundant.

## ***Employees who are pregnant or on maternity, adoption or shared parental leave***

3.8 The Maternity Leave, Adoption Leave and Shared Parental Leave (Amendment) Regulations 2024 extend the period of protection from redundancy for employees who are pregnant, on neonatal care leave or maternity leave, adoption leave and those on shared parental leave. It is automatically an unfair dismissal to select an individual for redundancy on the grounds of their pregnancy but this does not prevent those who are pregnant from being selected for redundancy on any of the grounds being applied to the staff group affected. Similar protections exist for those on maternity, adoption or shared parental leave.

The protection under the act applies:

- To employees who are pregnant
  - To employees who are on maternity leave
  - To employees who are on neonatal care leave
  - To employees who are on adoption leave
- To employees who are on, or have taken at least 6 consecutive weeks shared parental leave (where they are not already protected by pregnancy, neonatal leave maternity or adoption) It is important to note that the redundancy protected period starts on the day a period of shared parental leave begins.
- If an employee takes:
- less than 6 weeks leave – the protected period ends on the last day of the block of leave
  - 6 weeks or more of continuous leave – the protected period ends 18 months from the date of the child's birth
- If the employee takes discontinuous leave, the redundancy protected period finishes at the end of each period of shared parental leave.
- An employee who has already taken adoption or maternity leave will have the redundancy protected period for that specific type of leave.

3.9 If an employee's role is confirmed as being redundant after a consultation and selection process (where applicable), whilst they are pregnant, on neonatal, maternity, adoption or shared parental leave the employer must:

- Offer the employee any suitable alternative vacancy that exists before considering others for the role.
- This offer must be made without requiring the employee to apply or compete for the role.
- The role must be:
  - Suitable and appropriate for the employee to do, and
  - On terms that are not substantially less favourable than the original role.

3.10 The school will ensure that all staff, including those who may be absent from work due to sickness absence, maternity leave or other family leave reasons, are consulted and kept informed throughout the redundancy/restructuring process.

3.11 In the event that no suitable alternative employment is available, where an employee on maternity, adoption or sick leave is made redundant, any payments made to the employee in

respect of occupational maternity, adoption or sick pay will go towards meeting the obligation in respect of notice pay.

## 4. Consultation

- 4.1. The Trust recognises the benefits of early consultation with recognised trade unions and staff identified at risk of redundancy. It also recognises its statutory obligations to undertake meaningful and timely collective and individual consultation.
- 4.2. Consultation should be meaningful; allowing sufficient time for those affected to consider the proposals and respond, and will be undertaken with a view to reaching agreement. The Trust will consult regarding ways of:
- Avoiding the dismissals
  - Reducing the number of employees to be dismissed; and
  - Mitigating the consequences of the dismissals
- 4.3. The duration of consultation will be sufficient to allow it to be meaningful. Where redundancy dismissals are proposed, consultation will be at least:

No of employees to be made redundant at one establishment	Timescale (before the first redundancy notice is issued)	Requirement
Less than 20 employees	30 calendar days	Trust policy
20 – 99 (over a period of 90 days or less)	30 calendar days	Statutory
100 or more (over a period of 90 days or less)	45 calendar days	Statutory

### **Consultation with recognised unions**

- 4.4. Where a redundancy/reorganisation situation has been identified, the Trust will consult collectively with all recognised trade unions and professional associations, usually giving 10 working days' notice of the meeting. This meeting will usually be held immediately preceding the staff meeting.
- 4.5. The Trust will include the consultation document with the invitation letter, plus all relevant additional financial, staffing and curriculum information necessary to enable full and meaningful consultation with the recognised unions. This includes information on any agency workers, including the numbers engaged and the type of agency work undertaken.
- 4.6. Where a section 188 letter must be issued (where it is proposed to make 20 or more employees redundant in a 90-day period), this will be issued with the invitation letter.

### **Consultation with employees**

- 4.7. The Trust will commence any redundancy process with a meeting or meetings with all staff potentially affected by the proposals. Minutes will be taken at all meetings.
- 4.8. The Trust will confirm in writing to affected employees the information which was relayed at the meeting, including to those who were unable to attend the meeting. The letter will also inform employees if they are at potential risk of redundancy.

- 4.9. Individuals identified as being at risk of redundancy will be offered the opportunity to attend an individual consultation meeting. They may be accompanied at the meeting by a recognised trade union representative, or a workplace colleague who does not have a conflict of interest.
- 4.10. If the consultation includes proposed changes to employment contracts, the relevant staff will also be informed and consulted.
- 4.11. There is an opportunity to have more than one meeting to discuss the proposed changes. Consideration will need to be given to the impact of the discussions on staff, particularly if they are the only effected party, ie. a compulsory redundancy proposal.

#### ***Requirement to notify the Government's Payments Redundancy Service***

- 4.12. Where Academies/MATs are proposing to dismiss 20 or more staff [teachers, support staff or both], as redundancy at one establishment within a period of 90 days or less, they must notify the Government's Payments Redundancy Service, using the appropriate form – HR1. An 'establishment', is the place where the staff member is assigned to work, normally a school. If staff [teachers, support staff or both] operate from more than one site, each site is treated separately for notification and consultation purposes.
- 4.13. You must notify the government using the HR1 form at least 30 days or 45 days [depending on the numbers of dismissals; 20-99 or 100+] before the first dismissal and before you issue any individual notices of dismissal. A copy of the HR1 form/notice must also be sent to any union representatives of the affected and consulted staff at the same time. More details on how to inform Government, can be found here on the Gov.uk website.

#### ***End of consultation period***

- 4.14. The Trust will consider and respond to any questions, comments or suggestions put forward by employees or union representatives.
- 4.15. Once the final outcome of the consultation proposal has been determined, this will be communicated to staff and Trade Unions including confirmation of the selection pool/ring-fencing arrangements and the processes for selection and appointment.

#### ***Voluntary Redundancy***

- 4.16. Applications for voluntary redundancy will usually be considered on completion of the consultation period.
- 4.17. Any requests for voluntary redundancy will be given full consideration but there is no obligation on the part of the Trust to accept the application.
- 4.18. Where an application for voluntary redundancy is agreed, the employee will still have the right to appeal against their dismissal. However, there is no right to appeal against a decision not to grant voluntary redundancy.
- 4.19. In the event the Selection Committee receives multiple many requests for voluntary redundancy, the selection committee will need to agree and include in their consultation, the criteria for selecting staff. These may differ from the skills audit for redundancy and could include:
  - standard of work or performance, with evidence from performance appraisal
  - skills, qualifications or expertise
  - attendance record, which must be accurate and not include absences relating to disability, pregnancy or maternity
  - disciplinary record

## **5. Implementation**

- 5.1. The method of appointment to a revised structure or selection for redundancy will be consulted on through the consultation process. Selection methods and criteria will be free from any form of unlawful discrimination and may include:
  - Interviews,
  - completion of skills audits, or
  - voluntary redundancy
- 5.2. Staff who are subject to a selection process will be asked if they require any reasonable adjustments to enable them to participate and school should make every effort to accommodate these.'
- 5.3. Employees will be notified once all decisions have been made regarding who has been selected for redundancy and/or appointed to a role within a revised structure. All offers are made on a provisional basis, subject to the conclusion of the reorganisation / redundancy process and any appeals.
- 5.4. Employees selected for redundancy will be informed of their right to appeal and will be issued with notice of redundancy.
- 5.5. Notice will be given at the greater of statutory or contractual entitlements and will be based on continuous service with the Trust, including service transferred under TUPE. The statutory notice period is one week for every year of continuous service up to a maximum of 12 weeks.

## 6. Appeals

- 6.1. Employees dismissed for the reason of redundancy have the right to appeal against the decision. This must be done in writing, setting out their grounds of appeal, within ten working days of the notification of their selection for redundancy.
- 6.2. All appeals will be dealt with under the provisions of the Hearing and Appeals Procedure
- 6.3. The appeal will be considered at a hearing with an appropriate Appeal Committee/Panel, who have not previously been involved in the process, with the required delegated powers. As much time as possible will be given of any notice of a hearing, but as a minimum 5 consecutive working days and employees will be notified of the decision of the panel in writing within 5 working days of the hearing. Working days only includes days when school would normally be open and not for example school closure because of holidays.
- 6.4. The purpose of an appeal is to allow the employee an opportunity to challenge the decision of selection for redundancy and to consider any procedural flaws. Employees have the right to be represented at the appeal hearing by a trade union / professional association representative, or work colleague.

## 7. Redundancy payments

- 7.1. Redundancy payments apply to all staff who have at least two years' continuous service at the date of termination with bodies included in the Local Government Modification Order.
- 7.2. Redundancy pay is calculated as outlined below and each redundant employee will be given a written statement showing how the calculation was made:

For each completed year up to the age of 21 – 0.5 week's pay for each completed year of service
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For each completed year aged between 22 – 40 years of age – 1 week's pay for each completed year of service
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For each completed year aged 41+ years of age – 1.5 weeks' pay for each completed year of service
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- 7.3. A maximum of the last 20 years' service is taken into account in all redundancy payments.
- 7.4. For all staff, the calculation will be based on 'actual' weeks' pay.
- 7.5. The statutory cap applies to redundancy payments

### ***Situations where a redundancy payment will not be made***

- 7.6. An employee selected for compulsory redundancy or accepted for voluntary redundancy will not be entitled to a redundancy payment if they are offered and accept employment with an associated employer (as defined by the Local Government Modification Order) before their existing contract ends, to commence within 4 weeks of their existing contract ending.
- 7.7. A redundancy payment will also not be made where an employee unreasonably refuses an offer of suitable alternative employment.
- 7.8. For support staff who are members of the LGPS, subject to having qualifying service, those over the age of 55 will be entitled to receive unreduced pension benefits as a result of a redundancy dismissal.
- 7.9. The Trust will not grant premature, unreduced retirement benefits or mandatory compensation when members of the Teachers' Pension Scheme are made redundant.

## **8. Redeployment**

- 8.1. The Trust is committed to limiting the number of compulsory redundancies to the minimum possible. One of the methods of achieving this aim is by redeploying employees notified as being redundant to suitable alternative posts either within the school or across the Trust.
- 8.2. If staff are selected for redundancy they will be provided with guidance, information and support to find suitable alternative employment within the Trust during their notice period.

### ***Suitable alternative employment***

- 8.3. A range of factors will be considered when assessing the suitability of alternative employment, including:
  - the salary and benefits of the new role
  - the location of the new role
  - how similar the role is to the current job including its status
  - the individual's qualifications, skills and abilities in relation to the job
  - working arrangements e.g. number of hours, working pattern, etc.
  - contract terms e.g. temporary, permanent
- 8.4. The suitability of alternative employment is relevant both when identifying appropriate redeployment opportunities for an employee and when assessing any impact on the redundancy payment of refusing the post.
- 8.5. If Teachers accept a post which has not been deemed as suitable alternative employment by the school, salary safeguarding may not apply.

### ***Trial Periods***

- 8.6. Employees have the right to a 4-week trial period in an alternative job to assess its suitability. This applies to those appointed to both new and revised roles in the school as an alternative to redundancy or following redeployment across the Trust.

- 8.7. The trial period will usually commence after the notice period and when the existing contract has ended. The trial period may be extended to up to three months to enable retraining where appropriate. This must be done in writing, by agreement and prior to the trial's commencement.
- 8.8. 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.

***Pay protection***

- 8.9. For support staff, the Trust has the discretion to protect earnings for a time limited period (maximum 1 year) against a significant fall in the current rate of pay.

***Salary safeguarding [Trust to include where applying STPCD]***

- 8.10. The salary safeguarding arrangements in the School Teachers' Pay and Conditions Document will be applied to any eligible teachers who suffer a financial deficit as a result of a restructuring, redundancy or redeployment process.