



CCCG Organisational Change Policy & Process

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Section 1 - Our policy

1.1 Purpose

Capital City College Group (“the group”) is a dynamic organisation, constantly having to adjust to its funding allocation and the requirement to provide high quality educational provision. As a result, it is engaged in an ongoing, continuous processes of adaptation and improvement which will often result in organisational change.

The aim of this policy is to ensure that the Group manages change in a fair, consistent and effective manner. We will do this through fair and consistent application of our process that seeks to put communication with our staff, listening to their concerns and consultation with relevant trade union representatives at the heart of the process.

The Group is committed to minimising the need for compulsory redundancies in any change process and will consider the following steps as appropriate

- Using natural wastage to manage down team sizes
- Redeployment to other parts of the Group
- Restrictions on recruitment where practicable
- Ceasing the employment of agency/contract staff as appropriate
- Ceasing or reducing overtime
- Seeking appropriate volunteers for redundancy
- Consult with staff groups and their representatives with a view to finding mutually agreeable operational changes with the staff affected, which may remove the need for a redundancy process

1.2 Scope

This policy applies to all CCCG employees except:

- employees on fixed term contracts where the reason for the expiry of the contract is not be redundancy
- employees on temporary and fixed term contracts where the reason for the expiry of the contract would be redundancy but they have less than two years continuous employment with the Group

- external agency workers, contractors/consultants and persons engaged by the Group who are “self-employed”
- casual employees or agency workers where there is no “mutuality of obligation” to provide/accept work by either party

This policy does not form part of your contract of employment and may be amended at any time. This policy will be reviewed from time to time and amended as appropriate to ensure that it reflects our legal obligations and business needs.

1.3 The authority to change the workforce

The arrangements for approving and implementing change depend on the type and scale of the proposed change. Significant changes in services and major changes in the way in which services are to be delivered requires the approval of the Group’s Leadership Team (GLT), unless authority is delegated to an individual Principle/Director by the Chief Executive.

1.4 Collective Consultation with Trades Unions

Where proposed changes in response to changes in business or other requirements could result in jobs being designated as redundant, the Group will consult with the trades unions as early as possible to allow feedback and comments on the proposals.

Where there are specified numbers, the appropriate statutory consultation periods will be observed as set out below:

- Where between 20 and 99 redundancy dismissals are proposed within a 90-day period: 30 days before the first dismissal takes place;
- Where over 100 redundancy dismissals are proposed within a 90-day period: 45 days before the first dismissal takes place.

Note that the terminations of fixed term contracts are excluded from the collective consultation requirements

For fewer than 20 employees, meaningful consultation must still be undertaken which will normally include one-to-one meetings with employees and, if they choose to be represented, their TU representatives or a colleague.

1.5. Responsibilities

The manager leading and managing the organisational change must ensure that the following measures are implemented

- That this Policy and Process is followed at all stages.
- That there is a programme or project business case that sets out the basis for the proposals including anticipated service improvements/benefits, risks, estimated costs, timescales and an equality impact assessment.
- That advice and support is obtained from the HR Business Partners on the managing change process.
- That wherever possible, steps are taken in advance of the implementation of changes to the workforce, which reduce the potential for redundancies (e.g. vacancy management controls, pro-active redeployment etc).
- That employees and nominated trade union representatives are notified of the proposals for change in writing, and consultation meetings are held with a view to seeking agreement on the proposals, selection criteria for any workforce reductions and the methods of appointment / ring fences to jobs in the new structure. These consultative meetings may be individual, informal or via the relevant JCNC (as appropriate).
- Statutory consultation periods must be complied with if redundancies are anticipated.
- That there is appropriate help and guidance and signposting to support staff through the change process and that effective communication arrangements are in place.
- That necessary new job documentation is produced and that employees are formally notified regarding the outcome of their status/employment position at the implementation stage.
- That due regard is given to the right of women to return to work following maternity leave.
- Where voluntary redundancy (VR) is offered prior approval has been given by the HR and Finance Director. HR Business Partners will support managers to determine which employees are in scope and may be offered the opportunity to apply for VR.

Section 2 - Our process

The Group will use the following process as appropriate to the change programme.

2.1 Methods of appointment

The group may vary the method of appointment to any new posts following consultation:

- Unchanged – where the job content hours and so on is little changed from the existing job role and the employee will not be displaced and will normally be directly assimilated (see below) unless the overall number of posts is reduced.
- Changed – where the job content is significantly different from the existing job role. In these cases, the selection criteria (see below) or ring fence appointment process will apply.
- Deleted – where a service or work of a particular kind is being discontinued or reduced, employees will be considered for any suitable alternative employment across the Group.
- New – a new job where there is no equivalent in the current structure new posts may be the subject of ring fence arrangements or internal external recruitment.

2.2. Assimilation

Assimilation without the need to go through a recruitment process will apply where there has been no significant change in the duties and responsibilities of a post following restructuring and where the number of posts available is equal to or in excess of the number of existing post holders in the workplace unit. To qualify for this treatment a post must be of the same grade before and after restructuring.

2.3 Voluntary Redundancy

In managing reductions in the workforce, the Group retains absolute discretion over whether to request volunteers for redundancy and whether or not to accept any volunteer for redundancy. Where it is agreed that a request is to be made, volunteers may be sought initially from within the business area affected. Where exceptionally agreed, this could be extended to beyond the business area if there is a realistic

opportunity of transferable skills resulting in reduced redundancies in the business area affected. Any enhanced voluntary redundancy payments will only be paid where a signed settlement agreement is in place.

2.4 Voluntary severance

A voluntary severance payment is any payment in connection with a mutually agreed and voluntary early departure from the Group's employment, which is not a redundancy situation.

2.5 Selection processes

Employees who are notified they are at risk of redundancy will be considered to be in the redundancy selection pool. Following consultation and at its discretion the Group may use one or more of the following objective selection methods based on the requirements of the service:

- On a competitive basis through an interview and/or assessment
- Performance management judgements that are below a satisfactory performance level. (e.g. KPI data, and /or formal performance warnings).
- Live disciplinary warnings
- Live sickness absence warning on file taking in to account any adjustments made under the Equality Act 2010.

2.6 Ring fencing

Ring fencing apply where there are new posts that may be significantly different or where there the reduction in employees/posts overall is to be managed through assessment and interview.

Only those staff who have been placed at risk of redundancy may be included in initial ring fences.

- Employees who are seconded to or acting into posts within the workgroup affected by the proposed change and have been doing so for a period of less than 18 months at the start of a consultation period will not be included in ring fence arrangements at their seconded/acting up grade
- Employees who have been seconded or acting up into posts within the workgroup affected by the proposed change and have been doing so for a period of more than 18 months at the start of consultation period will be included in ring fence arrangements at their seconded/acting up grade on the

proviso that no employee at their substantive grade within the same ring fence is affected

- Employees who have been seconded or acting up into posts within the workgroup affected by the proposed change and have been doing so for a period of more than 18 months at the start of the consultation period but are not eligible to be included in the ring fence at their seconded/acting up grade, will be guaranteed to be included in any secondary ring fence process should this become available.
- Any decision to exclude or include a post holder from a ring fence must be justifiable in objective terms and with all evidence available to support the decision.
- Normally employees will only be ring fenced to jobs which are at the same grade as their existing job.

2.7. Alternative employment and redeployment

The Group at its discretion can offer displaced employees' suitable alternative employment. Employees can appeal this decision (see appeals). Employees deemed to be unreasonably refusing an offer of potentially suitable alternative employment may forfeit redundancy pay (if applicable).

If an employee does not obtain or there are no posts in the new structure employees will be considered for suitable alternative employment across the wider Group, where contractual notice has been given.

The Group defines suitable alternative employment as:

- a job whose contractual pay is at the same grade or no more than 20% lower than the contractual pay in their current job.
- A post with fewer hours is unlikely to be a suitable alternative offer unless the employee agrees to accept it on this basis.
- One years' pay protection will be paid if an appointment is within the 20% reduction in contractual pay.
- Redeployees may apply for jobs below 20% of their substantive contractual pay if they wish. Where new contractual pay is more than 20% below current contractual pay, pay protection will not apply.
- Suitable alternative employment is deemed to be a permanent post or a fixed term contract of 12 months or longer. However, a redeployee can choose to

apply for a post that is of less than 12 months' duration.

- A redeployee can apply for a higher-graded post that has cleared redeployment and is now being advertised internally. Normal selection and recruitment Policy will apply in this circumstance and they may be considered alongside other applicants.

Employees at risk of redundancy are entitled to reasonable time off to search for jobs. If the redeployee meets the criteria for a job (or could do so with reasonable training) they may be appointed following a redeployment interview to ascertain suitability.

An employee at risk of redundancy whilst on maternity leave, adoption leave or shared parental leave must be offered a suitable alternative vacancy where one exists. They will not normally be required to compete for such a role, although there may be an exploratory interview to determine whether their skills and experience match the essential requirement of the job. If they do match the essential criteria the employee will be offered that role without competitive interview, regardless of the number of colleagues in the ring-fence for that role.

This right to be offered a suitable available vacancy is subject to the employee complying with the appropriate provisions on notifying their line manager of their intention to return.

The only exception to the right to be offered a suitable vacancy without a competitive recruitment process is if there is more than one employee at risk of redundancy whilst on maternity, adoption or shared parental leave fulfilling the essential criteria for a suitable vacancy. In that case, some form of competitive application process may be necessary

If more than one redeployee is considered suitable for the post, the order of selection is as follows:

- Employees on maternity leave
- Disabled employees who are covered by the Equality Act 2010
- The highest scoring candidate if none of the above apply.

Employees offered a suitable alternative post are entitled to a trial period of a minimum of four weeks.

A trial period is for both the employee and manager to fully assess the suitability of

the post. Regular documented reviews must take place to assess the performance of the employee against the essential criteria for the post. The statutory trial period can be extended with agreement to up to 12 weeks for the purpose of training. This should be agreed at the outset, as it cannot be extended after this point.

The employee should inform their manager during the trial period if they decide the new job is not suitable. Where a trial period is unsuccessful and their contractual period of notice has already expired, employment will be terminated immediately. Employees can appeal the dismissal decision (see appeals)

2.8 Pay protection

The Group defines a post that is not more than a 20% reduction in pay as a potentially suitable alternative post.

Where acceptance of a post represents more than 20% reduction in pay, an employee will not be required to accept the post and will retain the right to a redundancy payment. Employees can ask to be considered for posts with a greater reduction but they will not receive pay protection.

Where an employee is offered and accepts a suitable alternative post as a result of organisational change (including re-evaluation of their existing post) contractual pay will be protected subject to the 20% rule. For the avoidance of doubt, this is the full difference in pay between the current contractual pay and the contractual pay of the alternative post that has been accepted.

The contractual pay will be frozen at this protected amount for one year, pay awards and/or increments will not be payable during the period of protection.

The employee will normally be paid at the top spinal column point of the new grade as appropriate for the post once the period of protection ends.

2.9 Appeals in relation to offers of employment and dismissal on the grounds of redundancy

An employee who does not consider that the offer of an alternative appointment is “suitable” (on the basis of the type of work offered, pay, status, location, working hours) may lodge an appeal with the Head of HR within five working days of the

written offer.

If, following the implementation of change, an employee is dismissed on the grounds of redundancy, they will have a right of appeal they will be required to lodge an appeal within five working days of receiving written confirmation of dismissal, setting out the grounds for their appeal.

This appeal will be heard by a Principal (including Vice and Assistant) or Director (depending on the level of manager leading the review) and a member of HR.

Employees are not entitled to use the Grievance Procedure, which will not be applicable under these circumstances.

2.10 Redundancy Payments and Early Retirement

If an employee is dismissed on the grounds of redundancy, they will be eligible for a redundancy payment as outlined below:

Compulsory Redundancy

Compulsory redundancy is based on the statutory maximum entitlement. For an estimate – based on the statutory calculations, please go to:

<https://www.gov.uk/calculate-your-redundancy-pay>

Voluntary Redundancy

Voluntary redundancy payments will be enhanced. If this is option is available, the payment calculation will be confirmed at the start of the change programme. If you are in receipt of an enhanced redundancy payment, you will be required to sign a settlement agreement.

Currently employees aged 55 or over and a member of the Local Government Pension Scheme they will receive their occupational pension, if they meet the qualification requirements of the scheme.

In respect of members of the Teachers' Pension Scheme, the employer has discretion to allow early release of pension if the teacher is aged 55 or over.