Management of Organisational Change Policy

This policy provides a framework for managers and employees involved in the management of significant organisational change (including redundancy, reorganisation / restructure and relocation) to ensure that such change is managed constructively and that all employees receive appropriate communication and support, resulting in positive improvement for service delivery and workplace culture.

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1.0 INTRODUCTION AND SCOPE

Introduction

1.1 This policy sets out Cafcass' approach to the management of organisational change, where the outcome of such change may directly or indirectly impact individuals or groups of employees. This policy will typically apply in the following circumstances, although the list below is not exhaustive:

- reorganisation and structural change ('Restructuring');
- redundancy;
- changes to contractual terms and conditions;
- relocation

Key principles and aims

1.2 Organisational change should be regarded as necessary, inevitable and progressive as Cafcass evolves and adapts to its operating environment and strives to continually improve the services it delivers. Circumstances will arise (for example driven by budgetary constraints, changes in demand for our services, revised operating requirements or legislative changes), which necessitate organisational change within Cafcass. This policy is concerned with any form of change that may impact the terms and conditions of employment for an individual or group of employees. It is designed to support Cafcass' Strategy and ensure that any change that takes place is fair and equitable. It recognises the fundamental role that managers have in supporting employees through any process of change, as well as the support that managers themselves require in order to be able to do so.

1.3 The aim of this policy is to ensure that:

1.3.1 Change is managed effectively, with adequate and appropriate consultation taking place at the earliest opportunity to ensure the reason for change is clear and understood, and with communication continuing throughout the period of change/transition;

1.3.2 Proactive and appropriate support is provided to affected employees and managers throughout the period of change/transition. Also, that all affected employees and managers know how and where to access available support and feel encouraged to ask about support if they are unsure;

1.3.3 The need to effect compulsory redundancy is avoided or minimised wherever possible, and that employees identified as being 'at risk' of redundancy have access to appropriate training or re-training opportunities and redeployment wherever possible;

1.3.4 All change is managed in a fair, inclusive, consistent and sensitive manner, with positive outcomes for the organisational culture and with due consideration being given to issues of equality and diversity;

1.3.5 We work in partnership with our Trade Union colleagues, consulting and negotiating with them as necessary (and in the appropriate forum) in respect of organisational change and its impact on our employees. We encourage staff and managers, who are members of a recognised Trade Union, to actively seek their advice and support throughout any period or process of change.

1.4 This policy combines a number of previously separate policies into a single integrated framework for managing organisational change. These policies were: Management of Organisational Change Policy; Relocation Policy; and the Restructuring and Redundancy Policy.

1.5 This policy applies to all employed Cafcass staff, whether full-time or part-time. It does not apply to Bank staff, Cafcass Associates, Sessional Workers, Contractors or agency workers.

1.6 The potential circumstances covered by this policy may include:

- Office closures / relocation
- Changing workloads
- Re-organisation of the way in which work is carried out
- Changes to job requirements or qualifications

This above list is not intended to be exhaustive; the implementation of any proposals that could result in significant change should fall within the scope of this policy.

Policy monitoring and review

1.7 This Policy is owned by the Head of Human Resources/Chief People Officer and will be reviewed on a triennial basis, in partnership with our recognised TU partners and other key stakeholders, to ensure it fully supports the aims set out above.

2.0 MANAGING THE DELIVERY OF CHANGE

The process of change management

2.1 Staff affected by any form of change will always be advised as to the specific change process to be followed and what they can expect at each stage.

2.2 In order to deliver change in an appropriate and fair manner, it is recognised that in all instances of change, the relevant manager(s) will need to be cognisant of the following:

2.2.1 the reason and requirements for the change;
2.2.2 the relevant circumstances in which the need for change has arisen and in which the change / transition will be effected;
2.2.3 the implications for service delivery to children and families;
2.2.4 the appropriate process / procedure to be followed in order to deliver the change, including the need for a suitably detailed implementation plan with timescales;
2.2.5 the specific support to be provided to colleagues who will / may be affected by the change;
2.2.6 the likely impact on affected employees and the manner in which any potentially adverse impact may be avoided or minimised. This will include a specific Equality Impact Assessment to ensure that any potentially differential or disproportionate impact upon an individual or group of employees (whether related to a protected characteristic or not) has been fully considered and an action plan put in place to mitigate this impact as far as possible;
2.2.7 proposals for consulting with Trade Union partners as well as affected individuals / groups of employees

Formal consultation – Trade Unions

2.3 Time spent in early and clear consultation over any process of organisational change will inevitably save time further on in that process. Hence any proposals involving significant change that may affect employees within or across Cafcass Service Areas or Business Services and Corporate functions, or which have implications in terms of the fundamental principles and policies relating to work patterns or workloads across Cafcass as a whole, should be subject to appropriate consultation with Cafcass' recognised Trade Union partners as necessary, who should be notified of the proposals as soon as is reasonably possible,

either at the local area level or via the National Partnership Committee. Wherever possible staff will have the opportunity locally to contribute to the change process and have their views heard and considered by management as part of the consultation process. The above will not include routine or day-to-day management decisions concerning workload allocation or delegation of tasks in order to ensure effective and efficient frontline service delivery.

2.4 Information and initial proposals for change may, in certain exceptional circumstances be given to individuals at the same time that notification is provided to Trade Union partners at a local area level or via the National Partnership Committee. This should usually only be where there is a need to progress matters more speedily due to circumstances outside of the control of Cafcass or where it is in the interests of the service or the individuals concerned (e.g. where continued use of or presence in a Cafcass office is deemed unsafe or where the lease is terminated unexpectedly). Where information is given to individuals at an early stage, this should not replace Trade Union notification and subsequent consultation at the local area level and via the National Partnership Committee where appropriate.

Circumstances where consultation/negotiation results in a failure to reach agreement

2.5 Cafcass is committed to consulting, and where necessary negotiating with our Trade Union partners, with a view to reaching agreement. Any failure to reach agreement over proposed change, whereby a failure to implement that change might have potentially serious implications for service users, employees or Cafcass as an organisation, may result in the agreed Procedure for Handling Disputes being invoked.

Formal Consultation - Employees

2.6 Any issues that directly affect the terms and/or conditions of service for a specific individual or group of Cafcass employees will be consulted upon, with the aim of providing as much information as soon as possible about the proposed change, along with the detail of the support that will be made available throughout the period of change. All managers and employees have a shared responsibility to deal with periods of change in a constructive and co-operative manner, with due regard to the following key principles of employee consultation:

2.6.1 Employees will be consulted at the earliest opportunity regarding proposed changes that may affect them. A record will be kept of any relevant meetings to support this process;

2.6.2 Managers will work to ensure change is managed in a timely and transparent manner, utilising the positive consultative relationship with Trade Union colleagues at a local level to facilitate this wherever possible;

2.6.3 Cafcass will ensure adherence to legislative requirements for consultation;

2.6.4 Employees may be accompanied at individual consultation meetings by either a recognised Trade Union representative or a work colleague (where appropriate);

2.6.5 During the consultation period, affected colleagues will have the opportunity to formally meet with their line manager to discuss the impact of the proposed change and any specific support that may need to be considered;

2.6.6 Managers will involve Human Resources (HR) in the consultation process in order to ensure appropriate advice and support is provided.

2.7 At the end of a formal consultation period, affected employees will normally be provided with written confirmation of the outcome of the consultation process. If the outcome involves a change to any of their terms and/or conditions of employment, then the detail of these changes will also be formally confirmed in writing.

Support for Employees

2.8 Cafcass will always seek to minimise the impact of change and the process of change upon individuals or groups of employees. We encourage and promote flexible working and will, wherever possible and in line with business need, seek to consider favourably any employee requests for flexible working that may enable them to cope better with the short term impact of change. Proposals for change which may impact employees should always be planned and implemented in such a way as to enable those affected a suitable amount of time and support to adjust to the change, as far as is reasonably possible and practical given service delivery requirements. Support provided to employees who are impacted by change may also include one or more of the following:

2.8.1 Additional management support and/or mentoring to assist with adjusting to the proposed change;
2.8.2 Training to develop any new skills and knowledge that may be required;
2.8.3 Variation to terms and conditions of employment, which may be sought by employees for an agreed period, e.g. working hours, location or other working arrangements. This will be subject always to business needs at the local level, to ensure continuity of necessary service delivery;
2.8.4 Re-imbursement of any additional travel expenses (where relevant and applicable) for an agreed period of no more than one year from the date that the change takes effect;
2.8.5 Reasonable time-off to consider potentially suitable alternative employment, attend interviews or receive careers advice outside of Cafcass, in the case of an employee given notice of redundancy,;
2.8.6 Confidential counselling support and/or careers guidance through the Employee Assistance Programme.

This list is not exhaustive and managers should always carefully consider any reasonable request for support, with a view to providing this where at all possible.

Support for Managers

2.9 Cafcass recognises that successfully invoking, managing, implementing and sustaining change can be challenging, both on a practical and emotional level for those involved. There are particular challenges for all of those tasked with leading and managing the change and the support provided to affected employees, whether or not they are directly affected themselves. It is important that all managers reflect upon these challenges throughout the process so they are confident about the reasons for the change they are expected to deliver. This requires clear communication and opportunities for discussion at all stages and at all levels which Cafcass will support. Appropriate support, training and development will be provided to all those with responsibility to lead and manage change in order to assist them to fulfil their responsibilities and to minimise any negative impact experienced by them. This will include an opportunity to contribute to the design and delivery of the change programme where possible and appropriate. Specific advice and support for managers may also be available from our partner unions.

3.0 REORGANISATION ('RESTRUCTURING')

3.1 In order to ensure that any reorganisation or restructuring exercise is managed in a structured and consistent manner, the impact on employees is minimised as far as possible, and that the fewest necessary number of employees are consequently placed at risk of redundancy (where this is an unavoidable outcome of the restructuring process), the following approach will be adopted:

3.1.1 All employees affected by the proposed restructure will be written to at the earliest opportunity to advise them of the background, rationale and any other available information pertaining to the change. Where practical, possible and appropriate this early notification may involve a meeting to which all affected employees will be invited. The purpose of early written notification is to allow suitable time for information sharing, dialogue and appropriate consultation, including that between Trade Union representatives and members;

3.1.2 At the earliest possible time, details of the revised structure will be provided, together with details as to how affected employees will be appointed to the roles within that revised structure, details of the ring-fenced recruitment process (where applicable) etc;

3.1.3 Once the process of appointment to the roles in the revised structure has been completed, those employees who have not secured a role and who are therefore displaced will be notified that they are at risk of redundancy. These employees will be written to individually with confirmation of the next steps in the process, including what further information they will receive as part of the formal consultation process, what sources of support are available to them and what specific support they can expect to receive.

4.0 REDUNDANCY AND SEVERANCE

Definition of redundancy

4.1 For the purposes of this policy, redundancy is defined as follows:

4.1.1 An employee is dismissed by reason of redundancy if the dismissal is attributable wholly or mainly to:

4.1.1.1 the fact that his/her employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was employed by him/her, or has ceased, or intends to cease, to carry on that business in the place where the employee was employed; or

4.1.1.2 the fact that the requirements of that business 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 s/he was so employed, have ceased or diminished or are expected to cease or diminish".

In this context, “ceased” or “diminished” means either permanently or temporarily, for whatever cause. A redundancy situation will be avoided if suitable alternative employment is found for an individual.

Identification of affected employees

4.2 When a potential redundancy situation arises, Cafcass will always carefully and objectively identify the group from which employees will be selected for redundancy, i.e. those employees in the pool for selection for potential redundancy (the ‘selection pool’). Wherever possible, Trade Union colleagues will be consulted at this stage as the selection pool is being determined. Employees in the selection pool will be notified of their inclusion at the earliest possible time, together with the rationale for the selection of this group. In certain circumstances, consideration may be given to broadening the selection pool, with a view to increasing the chances of avoiding compulsory redundancy by facilitating voluntary

redundancy or voluntary early retirement. Such a proposal may be made by the organisation or may be suggested by an individual, group of employees or by our Trade Union partners during consultation.

4.3 **Fixed-term employees**

Fixed-term employees have the right not to be treated any less favourably than comparable permanent employees. In respect of redundancy, a fixed-term employee who has more than two years' service with Cafcass and whose contract ends unexpectedly may be entitled to a redundancy payment and will be entitled to the same redundancy rights as a permanent employee. It is therefore imperative that HR advice is sought from the outset regarding the treatment of fixed-term contracts during any redundancy procedure.

Posts 'at risk' of redundancy

4.4 Our primary objective is to avoid the need for compulsory redundancies. Where this becomes unavoidable, Cafcass is fully committed to maintaining employment for any employee who is placed at risk of redundancy. Individuals will only be made redundant as a last resort, once all other options have been considered. In circumstances where an employee's post becomes at risk of redundancy, the employee will be notified in writing as soon as possible.

4.5 This written notification will include confirmation of the following:

4.5.1 The reasons why the employee is at risk of redundancy;
4.5.2 The details of and explanation for the proposed change (as far as these are known);
4.5.3 The proposed timescales involved
4.5.4 The redundancy selection process;
4.5.5 The formal consultation period that will apply and what this will involve;
4.5.6 The support and advice that is accessible for the employee, including the support available for employees who are members of a recognised Trade Union.

Redundancy Consultation

4.6 The purpose of consultation during any redundancy situation is to enable the exploration of options at the earliest possible opportunity, in order to try to avoid the need for compulsory redundancy. Early and full consultation is integral to the co-operation between managers, employees and Trade Union partners that is needed to avoid or mitigate the impact of potential redundancy.

Right to be accompanied

4.7 Employees will be entitled to be accompanied to all individual consultation meetings during a redundancy process by either a Trade Union representative of work colleague, should they so wish. Normally there will be two meetings; firstly to inform the employee of the proposal to make redundancies, the reason(s) that their post is at risk and to provide them with a copy of the selection criteria against which they (and any other employee within the selection pool) will be assessed. At the second meeting the employee will receive a copy of their personal assessment (if applicable) and will have the opportunity to make representations about the potential redundancy situation.

4.8 Consultation will be undertaken with a view to reaching agreement with individuals and their representatives (if applicable), wherever possible, over ways to either avoid dismissals on the grounds of redundancy or minimise the number of such dismissals that are necessary. This principle will be applied equally whether the employees to be made redundant have been selected or are volunteers.

Alternative options to redundancy

4.9 During the period of consultation, alternative options will be explored in order to try to avoid or mitigate as far as possible any compulsory redundancy situation. Such options could include:

- Redeployment
- Flexible working arrangements (e.g. flex retirement, reduced hours, job share)
- Voluntary Redundancy (VR)
- Voluntary Early Retirement (VER)

4.10 It is also expected that workforce planning considerations (for example recruitment planning, the likely impact of future turnover of existing staff or a reduction in the use of temporary workforce) will be taken into account when seeking to find ways to mitigate the need for or possible impact of redundancy. All suitable vacant posts should be 'ring fenced' for employees who are at risk of redundancy before being advertised either internally or externally.

Voluntary Redundancy (VR) / Voluntary Early Retirement (VER)

4.11 Prior to carrying out any selection procedure for redundancy, Cafcass will consider requests for voluntary redundancy, voluntary early retirement, or redeployment where this accords with the needs of the business. Consideration of such requests will require a detailed business case to be submitted to Budget Approval Panel (BAP). A request for VR or VER may be considered feasible if:

4.11.1 It is in the interest of organisational efficiency;
4.11.2 Potential budgetary savings can be made;
4.11.3 The impact of the pension strain cost (i.e. the cost payable by Cafcass to the Pension Fund for early payment of an individual's pension) is acceptable in light of the above factors.

Formal selection process and confirmation of redundancy

4.12 A formal redundancy selection process may be required where employees are placed at risk of redundancy. In such circumstances, affected employees, together with Trade Union representatives and officers, will be provided with detailed information regarding the formal redundancy selection process to be applied and will have an opportunity to comment upon the process as part of formal consultation.

4.13 In the event that an employee is selected for redundancy as a result of the selection process, s/he will be informed of this decision and this will be confirmed in writing. The employee will also be informed that steps will continue to be taken to avoid the redundancy as far as possible, including consideration of suitable alternative employment.

4.14 An employee whose post is confirmed as redundant will be informed in writing of the termination of their employment on the grounds of redundancy. Within this letter they will be made aware of: their entitlement to receive a redundancy payment (where applicable) and how this will be calculated; the date when their employment will terminate and their right to appeal against the decision to dismiss them on the grounds of redundancy.

Suitable alternative employment and trial periods

4.15 Cafcass is committed to avoiding, or at the very least mitigating the impact of any compulsory redundancy situation wherever possible. To this end the availability of suitable alternative employment will always be considered for any employee whose post is confirmed as redundant. Suitable alternative employment will include roles that are similar in nature to the employee's existing post, in terms of the skills and competencies required to undertake

the role, equivalent salary, status, working hours and geographical location. Employees may be 'slotted-in' to equivalent posts that become available unless a 'ring fenced' selection process is required where the number of employees at risk of redundancy exceeds the number of posts available.

4.16 Where more than one employee who is at risk or under notice of redundancy is competing for the same suitable alternative employment opportunity, a robust and competitive selection process will be applied, the detail of which will be determined by the recruiting manager.

4.17 Every effort will always be taken to make reasonable adjustments in order to facilitate the continued employment of any disabled employee who is placed at risk of redundancy.

4.18 Specific provisions and protections apply to the offer of suitable alternative employment to any employee who is selected for redundancy and who has already commenced a period of maternity leave. In such circumstances advice must always be sought from HR before commencing any discussion about suitable alternative employment

4.19 Where any vacant posts are new to the Cafcass staffing structure, or substantially different to the role currently being performed by the employee who is at risk or under notice of redundancy, then "substantially different" may be defined in terms of the following criteria:

4.19.1 Strategic impact of the role;
4.19.2 Level of accountability / control over own workload;
4.19.3 Line management responsibility / control over the workload of others
4.19.4 Key skills / knowledge required of the post holder;
4.19.5 Nature/level of competencies attached to the role;
4.19.6 Reporting relationships;
4.19.7 Financial / Budget responsibility;

4.20 Where substantially different posts become available, employees who are at risk or under notice of redundancy will be notified of the potential vacancies arising but will not be automatically ring-fenced and will need to express an interest in the post if they wish to be considered for it. Employees who express an interest will then be guaranteed a 'ring fenced' interview for the post, prior to the post being advertised internally/ externally, as long as their expression of interest demonstrates that they meet the job requirements and are therefore potentially suitable for the role.

4.21 Where a redeployment opportunity has been identified and agreed as an alternative to redundancy, and where this is substantially different to the existing role, a trial period in a redeployed role may be applied in order to allow time for the employee and the receiving manager to confirm that the redeployment role is suitable and sustainable. The length of the trial period may vary and be extended, but will be no less than 4 weeks (unless it is agreed between the individual and the receiving manager before four weeks that the role is not suitable and the trial period should be discontinued). In the event that, after a trial period, it is agreed that the role is not a suitable alternative then the employee will revert to being redundant and will still be entitled to a redundancy payment if applicable. In the rare and unlikely event that there is disagreement about the suitability of a redeployment role after an agreed trial period has concluded, then a process of independent review will be required.

4.22 It is expected that an employee who is at risk or under notice of redundancy should not unreasonably refuse a suitable alternative role; to do so may remove their entitlement to a redundancy payment. Cafcass will always make an objective assessment of the suitability of alternative employment, based on the factors set out above at 4.13 and 4.18. However, in circumstances where an employee refuses the offer of alternative employment, an

assessment will be made as to whether their rejection of the alternative employment offer is reasonable, based on their personal circumstances and whether their grounds for refusal are sound and justifiable.

4.23 An employee given notice of redundancy should be allowed reasonable time off from Cafcass to look for alternative employment, to attend interviews or to receive external careers advice. The employee should also be signposted to internal sources of advice and support, including (but not limited to) the Employee Assistance Programme and support from the Human Resources (HR) service.

4.24 Training, or re-training employees who are at risk of redundancy will be given full consideration where there is a business requirement. This may also extend to the following:

4.24.1 Undertaking a skills audit in order to establish the full range of transferable skills and abilities possessed by an individual;
4.24.2 Providing support and assistance in respect of recruitment processes, e.g. CV completion, job applications, interview and/or assessment centre preparation etc;
4.24.3 Engaging in external redeployment opportunities and liaising with wider civil service and public sector vacancy registers, in order to facilitate and enhance the potential for redeployment.

Redundancy payments

4.25 Subject to an employee having completed a minimum of 2 years' continuous service and where their employment is terminated by reason of redundancy, they shall be entitled to receive a redundancy payment (subject to paragraph 4.21 above). Cafcass provides an enhanced redundancy payment schedule over and above the statutory minimum (the detail of which is outlined at Appendix 2). The amount of the payment will be calculated based on their weekly substantive salary, age and number of complete years of continuous service[1]. The matrix used for such calculations can be found in Appendix 3. Individuals should also receive pay as normal during their notice period, a payment in lieu of accrued but untaken holiday entitlement[2], any outstanding expenses owed and any other outstanding contractual payment to which they may be entitled, which may include payment in lieu of contractual notice (if applicable).

4.26 In addition to any redundancy payment, an employee who is over 55 years of age, who is a member of the West Yorkshire Pension Fund (WYPF) and who is made redundant will be entitled to receive immediate and unreduced pension benefits in line with their service and contributions to the WYPF, based on the amount in their pension fund at the date their employment is terminated on the grounds of redundancy. The regulations surrounding this are governed by the Local Government Pension Scheme (LGPS), however Cafcass will give due consideration to any discretions that it may have in respect of the pension fund, based on individual circumstances. Further information is available via the WYPF website

Right of appeal

4.27 Where an employee has their contract of employment terminated by reason of redundancy, they will have a right of appeal against this decision and will be clearly notified in writing how to exercise this right of appeal. The procedure for this appeal will follow the procedure for an appeal hearing as detailed within the Cafcass Employee Relations Policy.

[1] This period of continuous service will be defined by the Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order

[2] Where possible accrued annual leave should be taken prior to the termination date

5.0 RELOCATION

5.1 Cafcass is committed to ensuring that in circumstances where business needs dictate that an employee or group of employees is required to move their office base (including the discontinuation of any previously agreed formal home-working arrangement), the impact of this change shall be minimised as far as possible and managed in a fair and equitable manner . N.B. This policy does not cover secondments or mobility transfer arrangements, whereby an employee voluntarily requests a transfer of office base for personal reasons; these circumstances are covered within the Recruitment and Retention Policy.

Support to employees

5.2 Individual and personal circumstances will be fully considered, before any move takes place and as part of formal consultation. Consideration will be given to any possible adjustments to working patterns or work base that may facilitate the relocation of the individual, subject always to the needs of the business. This is contingent upon the individual employee informing the relevant manager about any circumstances which they deem to be relevant and wish to be considered. The manager should aim to balance the needs of the service and the circumstances of the employee.

Consultation with Employees

5.3 Clear and informative communication at the earliest possible time, together with meaningful consultation thereafter and close liaison between managers, staff, HR and Trade Union colleagues will contribute to the effective management of any office relocation

5.4 All employees who are or may be required to move office location should be fully consulted before any move takes place. Consultation will involve both meetings to brief the whole team and also an opportunity for employees to meet individually with the relevant manager. Affected employees will be provided with written information outlining the reasons for the move and the proposed timescales. The period of consultation with individuals should last for a minimum of four weeks, subject to any other relevant time constraints and the needs of the service. During the consultation period employees will have the opportunity to discuss how the move will affect them and the right to be accompanied by a trade union representative or work colleague at any consultation meetings.

Excess travel costs

5.5 Employees who are required to move their work location and who incur increased home to work travel costs as a result will be entitled to claim excess travel costs for a period not exceeding two-years from the date on which the relocation takes effect. Payment of excess travel costs may cease sooner than this, subject to the conditions outlined in paragraph 5.5.4 below. Excess travel costs should be reimbursed on the basis of the difference between the cost of return travel from home to the former work location and the cost of return travel from home to the new work location, subject to the following conditions:

5.5.1 Excess travel costs will be reimbursed on the basis of an employee using the same mode of travel to work, unless this is no longer feasible after the relocation. All employees (except lease car holders – see paragraph 5.8) claiming excess mileage will be paid at the current public transport mileage rate. This includes employees who elect out of personal choice for a particular mode of transport;

5.5.2 Where there is an unavoidable change in the mode of travel (e.g. an employee who does not normally drive but is required to as a direct result of the relocation) additional costs will be reimbursed based on the new mode of transport;

5.5.3 Excess travel costs may be claimed for a maximum period of two-years following relocation, subject to the individual providing all necessary receipts. Excess travel costs can only be claimed for days when the employee attends the office.

5.5.4 In the event that the employee moves house during this period (or a further relocation of office base occurs), Cafcass will immediately review the arrangement in order to determine whether the entitlement to claim excess travel costs remains and should continue, or does not and should therefore cease.

5.5.5 All reimbursement of excess travel costs will be paid through Cafcass payroll and will be subject to the normal tax and national insurance deductions in line with HMRC regulations. Completion of the Excess Mileage Claim Initiation Form will be required before any Excess Mileage can be claimed by an individual.

Other support to employees

5.6 Cafcass should make every effort to minimise the effects of office moves on individual employees. Managers could consider a possible variation of working hours or a change to a different work base if requested in these circumstances. The manager should aim to balance the needs of the service and the circumstances of the employee. Managers should consider any other support which may be required to assist employees adjust to the change and provide any reasonable support which may be required. This may include, for example:

5.6.1 Different arrangements for line management support and/or mentoring, where teams are dispersed;

5.6.2 Short term leave to facilitate making new arrangements (e.g. for childcare) should be facilitated wherever possible. Up to two days' leave with pay may be granted in these circumstances, with any applications for additional leave being subject to consideration by and at the discretion of the relevant line manager. Advice should be sought from HR by managers in all cases to ensure fair and consistent rationale is applied to such decisions.

5.6.3 The provision of season ticket loans.

Additional Care Costs

5.7 Where an employee unavoidably incurs additional care costs as a direct result of the office relocation, these will be reimbursed for a period not exceeding two-years, in line with the same principles applied to excess travel costs as set out above. Any allowance towards additional care costs should be paid through the Cafcass payroll and will be subject to the normal deductions for tax and national insurance in the usual way.

Arrangements for lease car holders

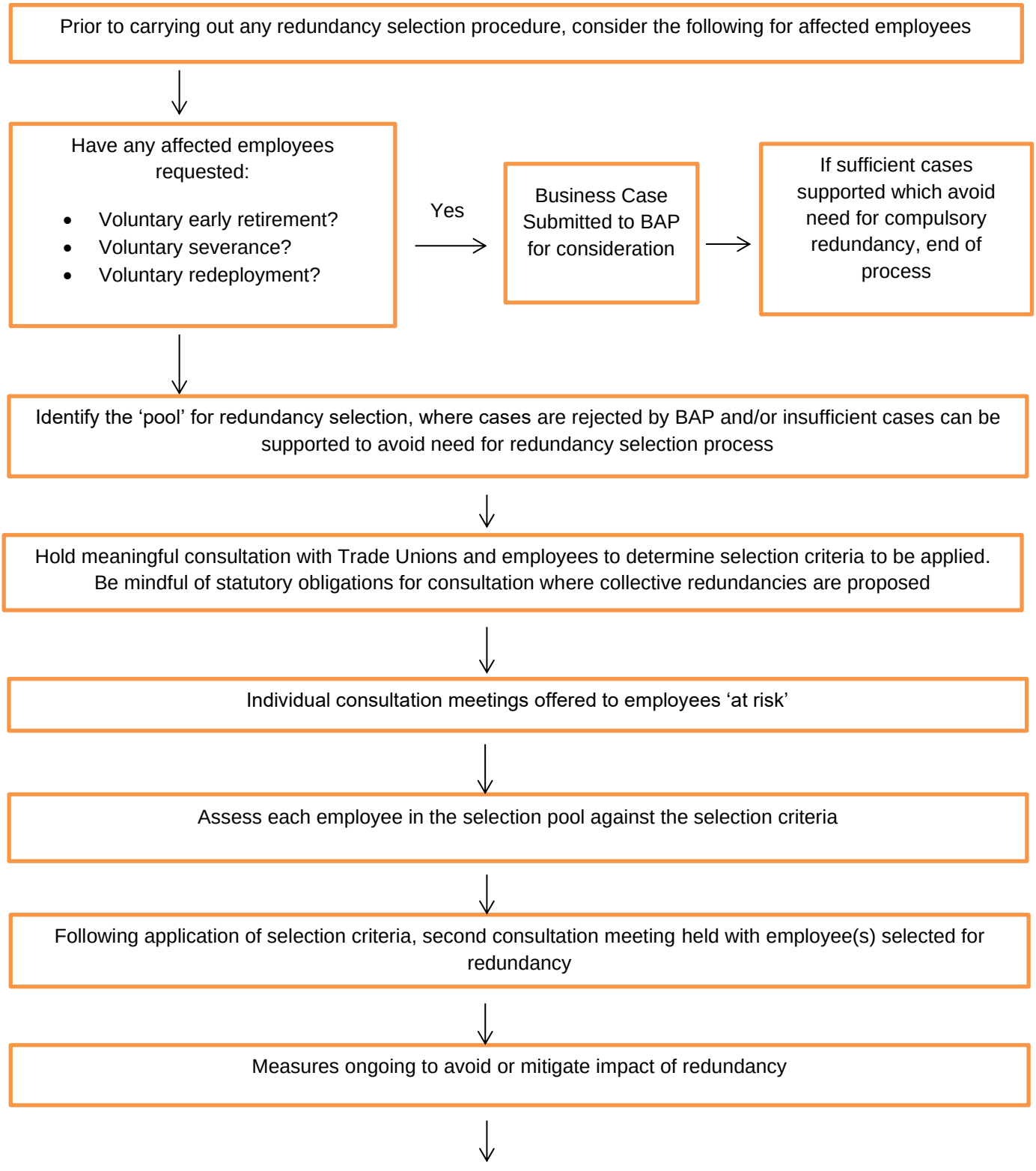
5.8 In line with HMRC regulations, a separate scheme is in place for the reimbursement of excess travel costs to lease car holders. Further details about this scheme can and should be obtained from Human Resources wherever necessary.

Employees who may be unable to relocate

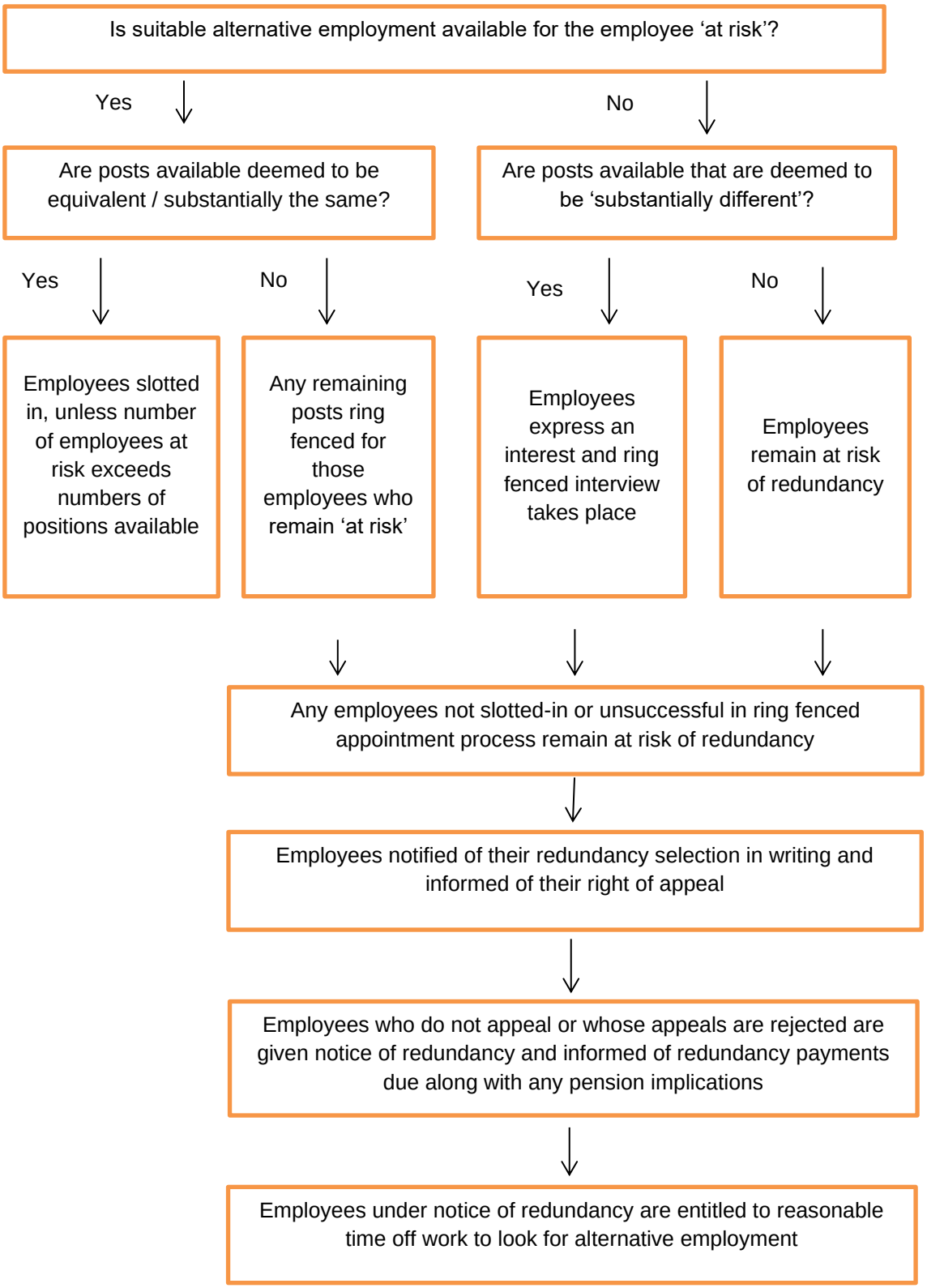
5.9 Where, as a result of office relocation, an individual employee incurs additional travelling time of one hour or more each way compared with their journey from home to their old location, Cafcass may consider the possibility of moving the individual's workplace to a Cafcass office nearer their home, where this exists. This will be subject always to the availability of a suitable office base within a closer proximity to the employee's home and the needs of the service; hence there is no guarantee of any such eventuality.

Owned by	Alastair Thirsk, HR Manager
Approved by	Corporate Management Team
Approved on	November 2015
Amended	October 2023 - Terminology updates and weblinks refreshed. Clarification of enhanced redundancy pay calculation capped at 66 weeks'.
Version	1.1 (October 2023)
Review date	October 2026

APPENDIX 1 – FLOWCHART FOR REDUNDANCY PROCESS



Continued…


Is suitable alternative employment available for the employee 'at risk'?
Yes
No
Are posts available deemed to be equivalent / substantially the same?
Are posts available that are deemed to be 'substantially different'?
Yes
No
Yes
No
Employees slotted in, unless number of employees at risk exceeds numbers of positions available
Any remaining posts ring fenced for those employees who remain 'at risk'
Employees express an interest and ring fenced interview takes place
Employees remain at risk of redundancy
Any employees not slotted-in or unsuccessful in ring fenced appointment process remain at risk of redundancy
Employees notified of their redundancy selection in writing and informed of their right of appeal
Employees who do not appeal or whose appeals are rejected are given notice of redundancy and informed of redundancy payments due along with any pension implications
Employees under notice of redundancy are entitled to reasonable time off work to look for alternative employment

APPENDIX 2 – CAFCASS' ENHANCED PAYMENT SCHEDULE

Cafcass provides an enhanced redundancy payment schedule over and above the statutory minimum[3]. Calculation of a redundancy payment shall be based upon age and number of complete years' service in local government. The number of weeks' pay the calculation is based on is as follows up to a maximum of 66 weeks' pay in total:

- 1 week for each year of service up to age 23;
- 2 weeks' pay for each year of service between age 23 and 41;
- 3 weeks' pay for each year of service aged 41 and over

[3] Government are considering options to introduce a cap on the total cost of public sector exit payments which may affect redundancy pay and pensions costs. This policy may need to be amended once any new legislation is published.

APPENDIX 3 – REDUNDANCY PAYMENT CALCULTION MATRIX

Age	Total Number of complete years Local Government Service in accordance with Redundancy Modification Order																																						
	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40
20	2																																						
21	2	3																																					
22	2	3	4																																				
23	3	4	5	6																																			
24	4	5	6	7	8																																		
25	4	6	7	8	9	10																																	
26	4	6	8	9	10	11	12																																
27	4	6	8	10	11	12	13	14																															
28	4	6	8	10	12	13	14	15	16																														
29	4	6	8	10	12	14	15	16	17	18																													
30	4	6	8	10	12	14	16	17	18	19	20																												
31	4	6	8	10	12	14	16	18	19	20	21	22																											
32	4	6	8	10	12	14	16	18	20	21	22	23	24																										
33	4	6	8	10	12	14	16	18	20	22	23	24	25	26																									
34	4	6	8	10	12	14	16	18	20	22	24	25	26	27	28																								
35	4	6	8	10	12	14	16	18	20	22	24	26	27	28	29	30																							
36	4	6	8	10	12	14	16	18	20	22	24	26	28	29	30	31	32																						
37	4	6	8	10	12	14	16	18	20	22	24	26	28	30	31	32	33	34																					
38	4	6	8	10	12	14	16	18	20	22	24	26	28	30	32	33	34	35	36																				
39	4	6	8	10	12	14	16	18	20	22	24	26	28	30	32	34	35	36	37	38																			
40	4	6	8	10	12	14	16	18	20	22	24	26	28	30	32	34	36	37	38	39	40																		
41	4	6	8	10	12	14	16	18	20	22	24	26	28	30	32	34	36	38	39	40	41	42																	
42	5	7	9	11	13	15	17	19	21	23	25	27	29	31	33	35	37	39	41	42	43	44	45																
43	6	8	10	12	14	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	45	46	47	48															
44	6	9	11	13	15	17	19	21	23	25	27	29	31	33	35	37	39	41	43	45	47	48	49	50	51														
45	6	9	12	14	16	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50	51	52	53	54													
46	6	9	12	15	17	19	21	23	25	27	29	31	33	35	37	39	41	43	45	47	49	51	53	54	55	56	57												
47	6	9	12	15	18	20	22	24	26	28	30	32	34	36	38	40	42	44	46	48	50	52	54	56	57	58	59	60											
48	6	9	12	15	18	21	23	25	27	29	31	33	35	37	39	41	43	45	47	49	51	53	55	57	59	60	61	62	63										
49	6	9	12	15	18	21	24	26	28	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	63	64	65	66									
50	6	9	12	15	18	21	24	27	29	31	33	35	37	39	41	43	45	47	49	51	53	55	57	59	61	63	65	66	66	66	66								
51	6	9	12	15	18	21	24	27	30	32	34	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	66	66	66	66	66							
52	6	9	12	15	18	21	24	27	30	33	35	37	39	41	43	45	47	49	51	53	55	57	59	61	63	65	66	66	66	66	66	66	66						
53	6	9	12	15	18	21	24	27	30	33	36	38	40	42	44	46	48	50	52	54	56	58	60	62	64	66	66	66	66	66	66	66	66	66					
54	6	9	12	15	18	21	24	27	30	33	36	39	41	43	45	47	49	51	53	55	57	59	61	63	65	66	66	66	66	66	66	66	66	66	66				
55	6	9	12	15	18	21	24	27	30	33	36	39	42	44	46	48	50	52	54	56	58	60	62	64	66	66	66	66	66	66	66	66	66	66	66	66			
56	6	9	12	15	18	21	24	27	30	33	36	39	42	45	47	49	51	53	55	57	59	61	63	65	66	66	66	66	66	66	66	66	66	66	66	66	66		
57	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	50	52	54	56	58	60	62	64	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	
58	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	53	55	57	59	61	63	65	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66
59	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	56	58	60	62	64	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66
60	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	59	61	63	65	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66
61	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60	62	64	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66
62	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60	63	65	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66
63	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60	63	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66
64	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60	63	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66
65	6	9	12	15	18	21	24	27	30	33	36	39	42	45	48	51	54	57	60	63	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66	66

Severance enititlement - Number of weeks pay