



**Education  
Partnership  
Trust**

Creating outstanding schools  
which transform learning, lives  
and communities

# REDUNDANCY POLICY

**Document Control**

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## 1.0 INTRODUCTION

- 1.1 The policy outlines the legal framework which provides a practical approach to handling redundancies and good practice.
- 1.2 The school is committed to avoiding compulsory redundancies wherever possible, however, it is recognised that there may be changes in circumstances, organisational requirements and technological developments, which may affect staffing needs within schools resulting in a reduction in the overall number of employees.
- 1.3 Managers, employees and Trade Unions will work together positively to consider options that would mitigate against compulsory redundancy. Where compulsory redundancy is unavoidable the school will endeavour to handle the situation in the most fair, consistent and sympathetic manner possible, whilst ensuring it meets its obligation to consider suitable alternative employment.

## 2.0 SCOPE

- 2.1 This policy applies to all employees within academies where the Education Partnership Trust (EPT) is the employer.

## 3.0 DEFINITIONS

- 3.1 **Redundancy** – See statutory definition of redundancy.
- 3.2 **Manager** – the Headteacher, Deputy Headteacher, another member of the school's Senior Leadership Team, Chair of Governors, or another nominated person.
- 3.3 **Employee** – includes Teachers, Headteachers, Deputy Headteachers, Assistant Headteachers and Support Staff.
- 3.4 **Representative** – The right to representation includes a Trade Union Official or colleague; it does not include legal representation.
- 3.5 **EPT (Trust)** – Education Partnership Trust.
- 3.6 **Trust Representative** – a representative of the Trust includes any officer designated by the Chief Executive, their role being to advise the Governing Body and the school management team.
- 3.7 **Organisation** – The organisation is the school.
- 3.8 **Designated Officer/Panel** – the person or persons who may dismiss or make a determination to dismiss. This will be the Headteacher where the Headteacher has delegated responsibility to dismiss.
- 3.9 Where the Headteacher does not have delegated responsibility, or due to previous involvement is not able to exercise their delegated responsibility, or the Headteacher is being considered for dismissal, this will normally be a panel of 3 Governors.
- 3.10 **Appeal Panel** – this will normally comprise a panel of 3 Governors.

## 4.0 ROLES AND RESPONSIBILITIES

- 4.1 The Education Partnership Trust will:
  - support schools with workforce planning whilst balancing organisational requirements;
  - provide advice and support to schools;
  - where appropriate, attend formal meetings in an advisory capacity;
  - support the school in considering and seeking suitable alternative employment;

- issue the relevant notice to employees affected by redundancy dismissal.

#### 4.2 Governing Body will:

- review at its first meeting in the school year the membership of its committees including any panels which may be needed in connection with redundancies;
- comply with the redundancy policy and be fair and consistent in its application, to be supportive towards employees and to avoid discrimination;
- determine selection criteria.

#### 4.3 Managers will:

- undertake effective workforce planning by considering the current and future needs of the service based on national or local changes, budget requirements, organisational priorities and efficient practices;
- engage with the affected employee(s) at the earliest opportunity regarding any proposed change;
- undertake early and meaningful consultation with employees and Trade Union Representatives;
- ensure the statutory consultation timescales are followed in circumstances where the numbers of employees trigger the requirement;
- outline the reasons behind the proposals and give employees the opportunity to ask questions and put forward ideas or alternatives for consideration;
- keep a record of all individual and group consultation discussions;
- actively consider and respond to the views and ideas of employees throughout the process;
- be objective, fair and reasonable in their decision making and application of this policy;
- provide support appropriate to the circumstance and be empathetic towards employees during this time;
- explore alternatives to redundancy which will mitigate the need for compulsory redundancies;
- explore suitable alternative employment for eligible employees where there is a genuine likelihood of compulsory redundancy;
- offer any additional support to employees, where required;
- seek advice and/or support from HR and the Trust before any proposed action is taken.

#### 4.4 Employees will:

- actively engage in any discussions regarding any proposed changes;
- take the opportunity to suggest ideas or alternatives which would seek to avoid or minimise compulsory redundancies whilst meeting the needs of the school fully engage in seeking suitable alternative employment where they are eligible and vulnerable to redundancy.

#### 4.5 Trade Unions will:

- engage in dialogue about potential organisational change with the Headteacher/Governing Body;
- discuss and agree an appropriate level of ongoing dialogue/consultation with the Headteacher/Governing Body;
- respond to management consultation on organisational changes;
- support their members collectively throughout the process as requested;
- support individual trade union members on request at informal and formal meetings to discuss changes to terms and conditions and/or potential redundancy.

## 5.0 PRINCIPLES

5.1 There are a number of key principles that underpin this Policy, which are:

- that the School will fully comply with its statutory obligations in relation to consultation with employees and where appropriate their representatives;
- wherever possible the School will seek to mitigate against compulsory redundancy and ensure that the total number of redundancies is kept to a minimum;
- selection for redundancy will be based on clear, objective criteria and be fairly applied.

## 6.0 LEGAL FRAMEWORK

### Definition of Redundancy

6.1 Under the Employment Rights Act 1996, an employee is dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to:

- The school has ceased, or intends to cease, to carry on the business for the purposes of which the employee was so employed; or
- The school has ceased, or intends to cease, to carry on the business in the place where the employee was so employed; or
- The school's requirements for employees to carry out work of a particular kind has ceased or diminished or are expected to cease or diminish; or
- The school's requirements for the employees to carry out work of a particular kind, in the place where they were so employed, has ceased or diminished or is expected to cease or diminish.

### Consultation Requirement

6.2 Employees and trade unions will be advised and consulted with at the earliest opportunity on any proposed changes, regardless of the number effected in the workplace, which may affect a role or result in a role being vulnerable to redundancy. (make more explicit for less than 20 people)

6.3 Initial consultation with the unions will include discussions relating to the business case and the future needs of the school.

6.4 The law states that when proposing to make 20 or more employees redundant at one establishment within 90 days, an organisation must:

- consult with any recognised trade union or, if none, with other representatives appointed/elected by the employee;
- all consultation should take place in good time and as soon as reasonably practical. In addition, consultation must begin:
  - at least 30 days before the first dismissal takes effect if 20 to 99 employees are to be made redundant at one establishment over a period of 90 days or less;
  - at least 45 days before the first dismissal takes effect if 100 or more employees are to be made redundant at one establishment over a period of 90 days or less;
- consult on ways of avoiding dismissals, reducing the numbers to be made redundant and mitigating the effect of the dismissals with a view to reaching agreement with the appropriate representatives
- disclose in writing to the appropriate representatives the required information concerning the proposed dismissals; (see section 6.3).
- notify the Secretary of State for Business, Innovation and Skills at least 30 or 45 days in advance of the first dismissal taking effect, depending on the number of proposed redundancies, as detailed in 6.5 below. Failure to comply is a criminal offence and may result in a severe fine.

### Information which must be disclosed

- 6.5 An organisation must disclose in writing to the appropriate representatives the following information concerning proposals for redundancies so that they can play a constructive part in the consultation process:
- the reasons for the proposals;
  - the numbers and descriptions of employees it is proposed to dismiss as redundant;
  - the total number of employees of any such description employed at the establishment in question;
  - the way in which employees will be selected for redundancy;
  - how the dismissals are to be carried out, taking account of any agreed procedure, including the period during which the dismissals are to take effect;
  - the method of calculating the amount of redundancy payments to be made to those who are dismissed;
  - agency workers: the number of agency workers, where they are working and the type of work they are doing.

### Suitable Alternative Employment within the Trust.

- 6.6 An employer has a legal obligation to take reasonable steps in seeking to find suitable alternative employment for employees who are at risk of redundancy. The School expects that all employees and managers will fully engage in looking for suitable alternative employment in order to provide the best opportunity for affected employees to be successfully redeployed. (Within the trust)
- 6.7 During the notice period the School will continue to identify any suitable alternative roles to avoid the need for a compulsory redundancy. Suitability will be assessed, for example, by reference to job content, location, status, pay, hours or qualifications.
- 6.8 Schools should liaise with the Trust to explore wider redeployment opportunities that may be available.
- 6.9 An employee who is under notice of redundancy has a statutory right to a trial period of four weeks (extendable by agreement where training is involved) in an alternative job where the requirements of the new contract differ from the original contract.
- 6.10 Employees who unreasonably refuse an offer of suitable alternative employment may lose any entitlement to redundancy pay.
- 6.11 Unreasonable refusal may arise where the differences between the new and old jobs are negligible.
- 6.12 Refusal may be reasonable if the new job would cause a significant domestic upheaval, for example, if there was a considerable change in working hours or a need to move to a new house.
- 6.13 What may amount to 'unreasonable refusal' is a matter of fact and degree with each case being considered on its own merits.

\*\* For fixed term/temporary workers to be eligible to be considered for suitable alternative employment an employee must have two years continuous service.

- 6.14 Any employee who considers their offer of redeployment is unsuitable has the right of appeal to a panel of Governors. The appeal must be set out in writing no later than five working days after notification of the redeployment offer and must set out the grounds for appeal.

**Redundancy Notification Requirements**

- 6.15 An organisation must notify the Redundancy Payments Service (RPS) before a consultation starts in accordance with the following timeframe: -

Number of proposed redundancies	When notification to RPS must be given
20 to 99	30 days before the first redundancy
100 or more	45 days before the first redundancy

- 6.16 This information would be completed and actioned by the Headteacher in consultation with HR. Further details can be found on the website:

<http://www.bis.gov.uk/assets/insolvency/docs/forms/redundancypayments/hr1pdf>

**Notice Requirements**

- 6.17 Following the conclusion of the redundancy consultation any employee selected for redundancy must be issued with the following notice periods:
- 6.18 **Support Staff** - The period of notice to terminate a contract is defined in the Green Book and is as follows:

Length of service	Notice Requirement
1 month to 2 years	At least a week
2 years to 12 years	A week's notice for every year employed
12 or more years	12 weeks

- 6.19 **Teachers** - The period of notice to terminate a teacher contract is defined in the Burgundy Book and is as follows:

Termination date (end of term)	Minimum notice	Max notice – statutory – one week for each year of service up to 12 weeks for 12 years
Summer term – 31 <sup>st</sup> August	3 months – to be issued by 31 <sup>st</sup> May	3 months – to be issued by 31 <sup>st</sup> May
Autumn term – 31 <sup>st</sup> December	2 months – to be issued by 31 <sup>st</sup> October	12 weeks – to be issued by 8 <sup>th</sup> October
Spring term – 30 <sup>th</sup> April	2 months – to be issued by 28 <sup>th</sup> February	12 weeks – 6 <sup>th</sup> February
<b>Unless statutory notice is greater.</b>		



- 6.20 **Headteachers** - minimum 3 months' notice – 4 months in the summer term.
- 6.21 To ensure that schools comply with these requirements, any workforce planning must be undertaken well in advance to allow for the consultation and notice period requirements.

#### Redundancy Pay

- 6.22 Any employee who is selected for redundancy is entitled to a 'statutory redundancy payment' and to be eligible, an individual must:
- be an employee working under a contract of employment;
  - have at least 2 years' continuous service;
  - have been dismissed.
  - A redundant employee also has the right to a written statement setting out the amount of redundancy payment and how this was worked out.
  - Schools must ensure that any exit payments made complies with any necessary regulations.

### 7.0 STANDARD PROCEDURE

#### Notification to the Trust

- 7.1 At the earliest opportunity, whenever redundancies are anticipated the Manager should inform and obtain advice both from the Trust and Human Resources.
- 7.2 In some cases, an employee/s contract may not limit their work to a particular school but allow placement to other schools within the Trust. Members of staff who are employees of the Trust may work at more than one school as a matter of routine.

### 8.0 FORMAL PROCEDURE

#### Step One - Initial Consultation

- 8.1 Individuals who are at potential risk of redundancy will be invited to a meeting, advised of the situation and given the opportunity to put forward suggestions to avoid or minimise the redundancy situation. The employee may be accompanied at the meeting by a Trade Union representative or colleague. Consideration should be given regarding the possibility of suitable alternative roles for those employees who qualify for redeployment, as detailed below.

#### Step Two - Identifying employees 'at risk' of redundancy

- 8.2 There are a number of factors that must be taken into account when considering how to identify a pool of employees to be placed 'at risk' of redundancy. The size of the selection pool should be kept as large as possible in line with employment contracts. Managers **must** seek HR advice and guidance when determining what criteria are applicable.
- 8.3 Wherever reasonably practical, all suitable expressions of interest in voluntary redundancy will be invited. All such expressions of interest will be considered. However, the organisation reserves the right to refuse any application for voluntary redundancy either on financial grounds and/or in order to retain required skills and experience.

#### Step Three - Consultation Outcomes

- 8.4 Following the initial consultation and depending on the particular circumstances and on the impact of alternatives to redundancy such as:

- redeployment – see 6.4 above;
  - voluntary Redundancy;
  - alternative working arrangements such as reduced hours and/or job share; • early retirement;
  - transferred redundancy
- 8.5 Voluntary redundancy (VR) occurs where an employee who has not been identified as ‘at risk’ volunteers themselves for redundancy, thereby reducing the need for the compulsory redundancy of another employee. Volunteers for redundancy may apply from both within and outside of the ‘at risk’ group of employees within a school. All VR applications will be considered based on the needs of the school.
- 8.6 Every effort should be made to consider all of the above and any other available alternatives in order to avoid compulsory redundancies.
- 8.7 It may be necessary to apply selection criteria to identify the employees affected by redundancy.

#### Step Four - Selection Criteria

- 8.8 The School will consider the status of the employee’s employment contract i.e. any remaining temporary employees with less than 2 years’ continuous service will be selected first wherever appropriate. The selection criteria to be applied for all other employees will be consulted upon with the recognised Trade Unions.
- 8.9 An interview or assessment process may be applied where the service needs or duties are changing.
- 8.10 The School will take into account the financial implications when assessing selection for redundancy i.e. if following the selection criteria two individuals have an equal assessment, the School reserves the right to select the individual that has the least financial impact on the school.
- 8.11 The headteacher will objectively assess employees against the agreed Selection Matrix and will discuss it with the individual employees during the consultation process.
- 8.12 Wherever possible, employees’ details should be anonymised at the point where the affected employees’ scores are being considered for selection for redundancy.

#### Step Five - Selection Outcome

- 8.13 Following the outcome of the selection exercise, all affected employees will be invited to attend a meeting with their manager, to inform them of their individual position and to consider any comments from the employee. The employee will be advised that they may bring a Trade Union representative or fellow employee with them.
- 8.14 At the meeting, any employee volunteering for redundancy, who it is agreed can be released, will be notified and a last date of service will be agreed, subject to acceptance of a formal offer by the individual.

#### Step Six - Notice Entitlement

- 8.15 Following the consultation process, if no suitable alternative role is available, all affected employees will be invited to attend a meeting and formal notice will be given to the employee. The employee will be advised that they may bring a Trade Union representative or fellow employee with them and the Trust (or their nominated representative) have a right to attend.

- 8.16 Employees who have been selected for redundancy will have the reasons for the decision, their notice period, amount of redundancy pay (if applicable) and their right to appeal confirmed in writing within 5 working days following the meeting.
- 8.17 Where a notice period applies, the notice period will commence from the date the employee receives the dismissal decision, usually via letter from the Trust (or two days after postage), and not the date the Governing Body makes a determination.

#### Step Seven - Appeals

- 8.18 If an employee wishes to appeal against a decision to dismiss them from the School by reason of redundancy, they must do so in writing within 10 working days of receiving written notification of the decision. All notices of appeal must be submitted to the Chair of Governors and must state the ground(s) on which the decision should be reviewed.
- 8.19 The Trust or their nominated representative (normally an HR representative) shall be entitled to attend for all stages of the meeting for the purpose of giving advice.
- 8.20 The appeal hearing will be scheduled to be heard within 15 working days of receipt of the written appeal (unless where otherwise agreed to be heard at a later date in exceptional circumstances) and the employee has the right to be accompanied by a work colleague or Trade Union Representative.
- 8.21 The appeal panel should have no previous involvement and their decision will be final and there will be no further stages to this procedure.
- 8.22 The outcome of appeal hearing with reasons for the decision will be confirmed in writing within 5 working days.
- 8.23 If any governor has taken part previously within this process, they will be ineligible to be a member of the appeal panel.
- 8.24 All documentation to be considered at the appeal should be exchanged between the Manager and the employee/their representative at least 5 days before the appeal hearing.
- 8.25 If, in exceptional circumstances, additional documentation is supplied by either the Manager or the Employee after the expiry of the 5-day period, the panel will consider whether or not this documentation will be accepted.

#### 9.0 ADDITIONAL CONSIDERATIONS

##### Employees on Maternity/Adoption/Parental Leave

- 9.1 Please seek further HR Advice if any employees affected by redundancy are due to go on or are already on Maternity/Adoption/Parental Leave.
- 9.2 Selecting an employee for redundancy on the grounds of pregnancy or due to the taking of maternity, paternity or adoption leave will be deemed automatically as unfair dismissal.

#### 10.0 SUPPORT TO EMPLOYEES

- 10.1 Employees who are under notice of redundancy will be given a reasonable amount of paid time off to look for work or to arrange training. Any such arrangements must be agreed with the employee's line manager and reasonable notice will be required so that service delivery is maintained.

### Outplacement/Support from Occupational Health

- 10.2 Where there are large numbers of redundancies schools may wish to consider the use of outplacement support. This is counselling, and support usually provided from an outside professional provider which helps the employee to deal with the trauma almost always associated with redundancy. This supports the employee to think through career aspirations and to plan in securing other employment. The school would need to fund this from their delegated budget if a decision is made to support outplacement.

#### **11.0 FURTHER GUIDANCE**

- 11.1 Headteachers should contact HR for advice regarding the application of this policy. If schools require specific guidance, or the Trust view on any aspect of the policy and guidance, they may contact the Trust who will be happy to provide advice.

#### **12.0 MONITORING**

- 12.1 This policy will be reviewed in accordance with any changes to statutory legislation and in consultation with the recognised trade unions.