



# Poplar Adolescent Unit Education Provision

## Redundancy & Restructuring Policy

Accepted by the Management Committee

March 2020

Review Date

March 2022

<b>Contents</b>	<b>Page No:</b>
<b>1. Introduction</b> .....	<b>3</b>
1.1 Policy Statement.....	3
1.2 Definitions .....	3
1.2.1 Redundancy.....	3
1.2.2 Re-structuring.....	3
1.2.3 An Amalgamation .....	3
<b>2. Scope of the Procedure</b> .....	<b>4</b>
<b>3. Roles &amp; Responsibilities</b> .....	<b>4</b>
<b>4. The Procedure</b> .....	<b>4</b>
4.1 Declaration of a redundancy .....	4
4.2 Timescales .....	5
4.3 Consultation .....	5
4.3.1 With staff .....	5
4.3.2 With the Trade Unions/Professional Associations .....	5
4.3.3 Meaningful consultation will continue throughout the formal procedure .....	5
4.4 Redundancy Avoidance.....	5
4.4.1 Salary protection.....	6
4.4.2 Trial Periods .....	6
4.5 Selection Procedures .....	6
4.5.1 Selection in a re-organisation.....	6
4.5.2 Selection for redundancy .....	6
4.5.3 Notification .....	7
4.5.4 The Meeting .....	7
4.5.5 The Appeal .....	7
4.6 Redundancy Payments .....	7
4.7 Support for Employees .....	8
<b>5. Data Protection</b> .....	<b>8</b>

**Appendices:**

Appendix A – Redundancy Selection Criteria .....	9
Appendix B – Redundancy / Restructuring Procedure at a glance.....	9
Appendix C – Ready Reckoner for Statutory Redundancy Payments.....	9

## **1 Introduction**

This procedure sets out the process that will be followed where

- the school is reorganised
- the school seeks to revise part or all of its staffing structure
- the school is part of an amalgamation
- the school is closed
- a redundancy situation arises at the school

### **1.1 Policy Statement**

The Management Committee will:

- Keep its staffing structure (as contained in the School's Pay Policy) under regular review and plan effectively for future needs;
- Implement measures aimed at avoiding redundancy wherever possible;
- Ensure that effective communication and consultation takes place with employees and professional associations/trade unions where reorganisation / redundancy situations do arise;
- Provide support and retraining opportunities wherever possible, for affected staff;
- Ensure that 'at risk' staff have priority for any appropriate vacancies within the school;
- Support staff in their attempts at obtaining suitable alternative employment beyond the school.

## **1.2 Definitions**

### **1.2.1 Redundancy**

Redundancy is one of the potentially fair reasons by which employees may be dismissed.

Redundancy is defined by statute as a situation where:-

- (a) the 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 so employed;

OR

- (b) the requirements of that business for employees to carry out work of a particular kind, or to carry out work of a particular kind in the place where he/she was so employed, have ceased or diminished or are expected to cease or diminish.

Redundancy situations may arise for a number of reasons including:

- school closure, amalgamation or re-organisation/restructuring;
- fall in pupil numbers or changes to curriculum requirements resulting in reduced staffing requirements;
- withdrawal/reduction of SEND or other special provision/funding;
- Other circumstances where the need for employees to carry out work of a particular kind ceases or diminishes, including the cessation of fixed term contracts.

### **1.2.2 Re-structuring**

A re-structuring can be defined as any change to the Staffing Structure as set out in the School's Pay Policy.

### **1.2.3 An Amalgamation**

An Amalgamation is where two schools close and new school opens in their place e.g. an infant and a junior school combining to form a primary school or two or more schools combining to form an Academy.

## **2. Scope of the Procedure**

The procedure is applicable to all categories of staff where a re-organisation, closure or redundancy situation occurs. A modified version of this procedure may be followed in respect of fixed term temporary posts.

## **3. Roles & Responsibilities**

**3.1** It is the responsibility of the Management Committee to:

- establish and plan changes to the staffing structure which seek to avoid redundancy situations;
- establish redundancy procedures;
- establish an appropriate committee to handle appeals;
- declare a redundancy situation where this is unavoidable;
- consult with the relevant parties;
- ensure that staff are dismissed fairly by reason of redundancy where necessary.

In the case of an Amalgamation, a Temporary Management Committee of the new school will be formed to determine and implement the new staffing structure. The existing school(s) will be responsible for implementing any dismissals and for seeking to avoid redundancies.

**3.2** It is the responsibility of the headteacher to:

- advise the Management Committee on staffing structures which seek to avoid redundancy situations;
- implement re-organisation/redundancy procedures fairly
- make fair initial dismissal decisions.

**3.3** It is the responsibility of all staff to:

- co-operate with re-organisation procedures and redundancy avoidance strategies;
- implement strategies to mitigate individual loss e.g. actively seek alternative employment.

**3.4** The Local Authority (LA) will work with schools to facilitate the search for suitable alternative employment and may meet termination costs in certain circumstances for example where the School can demonstrate that it has actively sought to mitigate redundancies in its organisational and financial planning and in the case of amalgamations and closure. The LA is also the employer of staff in Community and Controlled Schools and is therefore responsible for issuing notice of dismissal.

## **4. The Procedure**

The Procedures are summarised at Appendix B.

### **4.1 Declaration of a redundancy**

Where initial strategies to avoid a redundancy situation have been unsuccessful, the Management Committee (or a relevant Committee) will meet to formally declare a potential redundancy situation.

Where a re-organisation is proposed, the Management Committee may declare a redundancy situation at an early stage as a precautionary measure, even though the exact potential for redundancy may not yet be fully known.

## **4.2 Timescales**

In order to allow for meaningful consultation and notice periods, and where possible, the procedures will often commence many months before the date that any redundancy or new structure are to take effect.

## **4.3 Consultation**

### **4.3.1 With staff**

The Headteacher will discuss potential redundancy situations with staff at the earliest opportunity, where appropriate before formal declaration of a redundancy.

In the case of re-organisation, the scope and period of consultation will depend on the extent of the proposed changes. Where a significant change is proposed, an implementation plan will normally be produced as part of the consultation process, to explain exactly how the process will be managed and its effect on staff.

Staff are encouraged to engage in meaningful discussion and to make suggestions about the new structure, how it might be implemented and measures which might be taken to avoid any redundancies. Details of discussions will be recorded.

### **4.3.2 With the Trade Unions/Professional Associations**

When the Management Committee (or relevant Committee) determine a re-organisation and/or declare a formal redundancy situation, it will undertake, in conjunction with the Local Authority where appropriate, consultations with the relevant recognised professional associations/trade unions with a view to reaching agreement. In the case of redundancy, in accordance with statute the Management Committee and/or the LA will issue a Section 188 notice, disclosing in writing information relevant to the potential redundancy. Formal responses should be received within 2 working weeks. In the case of a re-organisation, this will include formal consultation on changes to the staffing structure and on the implementation plan where applicable.

Staff should of course seek advice from their professional associations/trade union as and when they consider it appropriate.

### **4.3.3 Meaningful consultation will continue throughout the formal procedure**

The Management Committee, Headteacher and the LA where appropriate, will consider any representations made by staff and/or the professional associations/trade unions. Replies will be made to those representations in writing and, if any are rejected, the reasons will be stated.

## **4.4 Redundancy Avoidance**

The Management Committee will require the Headteacher, and the LA where appropriate, to instigate compulsory redundancy avoidance measures including:

- a) not filling vacant posts externally (where appropriate)
- b) slotting into appropriate posts within the school;\*
- c) ring fenced selection for posts within the school;\*
- d) searching for suitable alternative posts;\*/\*\*
- e) exploring other options with employees and their representatives e.g. changes to hours, change to part-time work;
- f) seeking volunteers for redundancy;\*\*\*
- g) seeking volunteers for flexible retirement;\*\*\*\*

In the case of re-structuring/re-organisation, these measures will form part of the overall consultation document. These measures will continue throughout the entire procedure.

\*With salary protection where applicable and in accordance with the School's Pay Policy and the Teachers' Pay & Conditions Document;

\*\*The School will make every effort to identify suitable alternative employment for at risk staff. An employee who refuses an offer of suitable alternative employment may not be entitled to a redundancy payment.

\*\*\*Voluntary redundancy will not be considered until or unless all other means have proved unsuccessful. Applications for voluntary redundancy will only be accepted in accordance with current Management Committee/LA policy and where this would not be detrimental to the needs of the school. Where there are more volunteers than needed, the selection criteria will be applied (see 4.5 of this Procedure and Appendix A).

\*\*\*\*Employees are free to pursue flexible retirement options. Some options require the employers' approval. Approval will not normally be withheld where there is no cost to the Employer/Authority.

#### **4.4.1 Salary protection**

Where an employee who is at risk of redundancy is appointed to a post at a lower salary, or is appointed to a post at a lower salary as a result of a re-structuring, his/her salary will be protected:

Either:

- in accordance with the terms of Teachers' Pay & Conditions Document where these terms apply to their contract;

Or

- in accordance with this procedure, at a maximum of one grade above their new salary for a maximum of 18 months, after which time the employee will revert to the new substantive salary for the post.

#### **4.4.2 Trial Periods**

Staff who are successfully redeployed after having been given notice of dismissal, will be entitled to a four week trial period, where the terms and conditions of the new post are significantly different from those of the existing post

### **4.5 Selection Procedures**

#### **4.5.1 Selection in a re-organisation**

In the case of a re-organisation, staff will normally be slotted and/or interviewed for available posts. The method of appointment to available posts will be outlined in the consultation document where appropriate.

In these cases, any redundancies will usually be identified through non-appointment to available posts.

#### **4.5.2 Selection for redundancy**

In other redundancy situations, if the strategies adopted in 4.4 above (or any other strategies that may have arisen as a result of consultation) do not resolve the situation, the Headteacher will determine and apply the selection criteria as set out in Appendix A.

Staff and unions will be consulted on the Selection Criteria and the method by which they will be applied.

#### **4.5.3 Notification**

Once an individual has been identified as redundant, s/he will be notified verbally by the Headteacher. The Headteacher will then write to the individual setting out the detail of how the decision was reached and inviting the employee to a meeting to discuss this.

#### **4.5.4 The Meeting**

- The employee will be given at least 7 working days' notice of this meeting and provided with papers relevant to the case at least 5 working days before.
- The employee must make every effort to attend this meeting.
- The employee has the right to be accompanied by a trade union representative, an official employed by a trade union or work colleague. Trade union representatives who are not employed officials must have been certified by their union as being competent to accompany an employee. The manager may be advised by an HR Advisor.
- One postponement may be allowed where the employee's chosen representative is unavailable on the proposed date. In this case an alternative date, within 5 working days of the original date, should be proposed by the employee and/or his representative.
- The employee must submit any papers they wish to be considered and the name of their representative to the Headteacher at least 3 working days before the meeting.
- At the meeting the Headteacher, who may be accompanied by an HR Adviser, will set out their reasons for selecting the employee and listen to their representations.
- After the meeting the Headteacher will write to the employee to inform him/her of the outcome and their right of appeal
- Following this meeting, where the decision is to dismiss on the grounds of redundancy, the Management Committee will issue notice, or will instruct the LA to issue notice, to the individual, in accordance with the appropriate conditions of service and statutory requirements.

#### **4.5.5 The Appeal**

- If the employee wishes to appeal, s/he must inform the Chair of Governors in writing, including the grounds of the appeal, within 5 working days of receipt of the written outcome of the meeting.
- If the employee does so, the employee will be invited to a meeting of the Management Committee Dismissal Appeals Committee. The employee will be given at least 5 working days' notice of this meeting.
- The Headteacher will supply the employee with papers relevant to the appeal at least 3 working days before the appeal meeting.
- The employee must take all reasonable steps to attend this appeal meeting and has the right to be accompanied as above.
- The employee must supply the Headteacher and the Management Committee Dismissal Appeals Committee with copies of any papers they wish to be considered, and the name and status of their representative, at least 3 working days before the meeting.
- The Dismissal Appeals Committee will hear evidence from the Headteacher and the employee (and their representative).
- The Dismissal Appeal Committee may be advised by an HR adviser.
- The Dismissal Appeal Committee will inform the employee in writing of the final decision within 3 working days of the appeal meeting.

**4.5.6** Redundancy avoidance possibilities will continue to be sought throughout the period of notice.

#### **4.6 Redundancy Payments**

Employees with more than 2 years continuous service may be eligible for redundancy payments.

Payments are made in accordance with the Local Authority's Policy in force at the time of the redundancy which currently:

- For all staff includes using actual weekly pay in the statutory calculation.
- For Support Staff, includes an Enhanced Redundancy Payment which is more than the statutory payments below (See Appendix D).

#### Statutory Redundancy Pay

For each complete year of service up a maximum of 20, eligible employees are entitled to:

- for each complete year of service under age 22 – half a week's pay
- for each complete year of service age 22-40 – one week's pay
- for each complete year of service age 41 and over – one and a half weeks' pay

A ready-reckoner for calculating statutory redundancy payments is at Appendix C.

Where employees with more than one contract are made redundant from only one post, service for redundancy purposes will relate to the redundant post only.

Employees will not normally be entitled to a redundancy payment if they secure alternative employment, with an employer covered by the Local Government Modifications Order, to commence within 4 weeks of the date of redundancy. Where an offer of alternative employment is made, the start date of this employment should not be artificially delayed to facilitate the 4 week break. Where this does occur, employees will not normally be entitled to a redundancy payment.

#### **4.7 Support for Employees**

The Management Committee will provide reasonable support for employees at risk of redundancy, e.g.:

- reasonable time off to attend interviews and training and development;
- support with writing applications;
- exploration of re-training opportunities;
- notification of internal vacancies and specific provision of information about other vacancies within the LA where possible.

#### **5. Data Protection**

A written record of all meetings conducted under this procedure will be made, either by the person holding the meeting or by an alternative person arranged by the school to take notes.

The school processes any personal data collected during the redundancy / restructuring procedure in accordance with its data protection policy. Any data collected is held securely and accessed by, and disclosed to, individuals only for the purposes of completing the redundancy / restructuring procedure. On the conclusion of the procedure, data collected will be held in accordance with the school's retention schedule. Inappropriate access or disclosure of employee data constitutes a data breach and should be reported in accordance with the school's data protection policy immediately. It may also constitute a disciplinary offence, which will be dealt with under the school's disciplinary procedure.



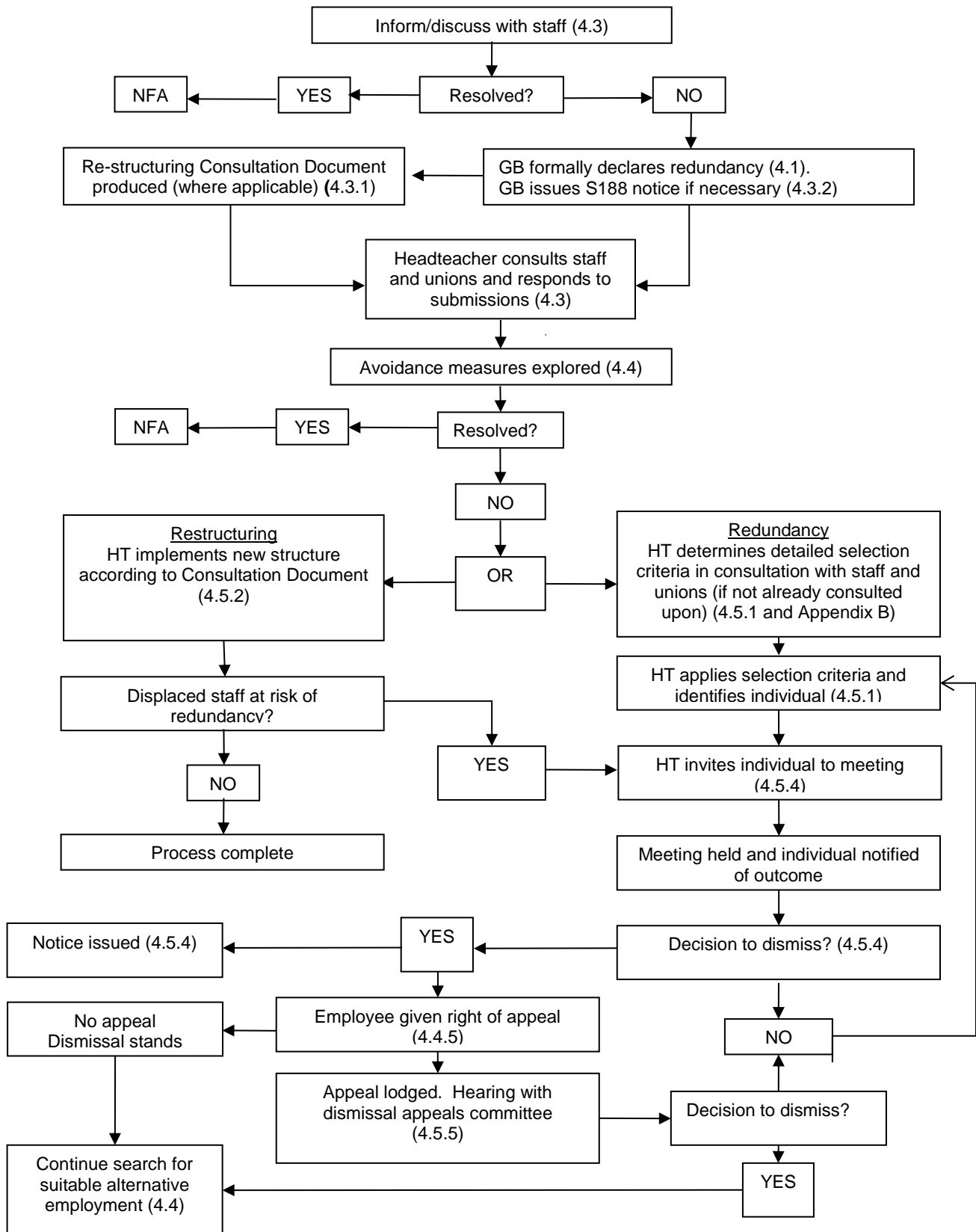
## **Appendix A – Redundancy Selection Criteria**

In order to fairly select an individual employee for redundancy, the Headteacher must apply objective selection criteria. As each redundancy situation will be different, the detail of the selection criteria will need to be determined on a case by case basis. In all cases, staff and Trade Unions/Professional Associations will be consulted on this process. However, all selection decisions will follow the stages set out below.

- a) Determine the 'at risk' group i.e. whole school, department, section, or group within the establishment which has surplus staff. Where there is only one employee in this group s/he will be selected for redundancy without the need to apply the remaining selection criteria.
- b) Determine the requirements of the school, department or section.
- c) Determine the suitability (with reference for example to skills and qualifications where relevant) of those in the 'at risk' group in relation to the requirements of the school, department or section.
- d) Suitability will be assessed objectively. Employees will contribute to this usually by completion of a skills audit linked to the requirements determined in (b) above. Employees' managers, in addition to the Headteacher, may also be required to contribute to this process.
- e) A judgement will be made as to which staff best meet the requirements of the school, department or section and thereby which employee(s) may be selected for redundancy.

## Appendix B – Redundancy / Restructuring Procedure at a glance

(Brackets refer to relevant paragraph of the Procedure)



## Appendix C – Ready Reckoner for Statutory Redundancy Payments

Age	Completed Years of Service																			
	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
16																				
17	½																			
18	1	1½																		
19	1	1½	2																	
20	1	1½	2	2½																
21	1	1½	2	2½	3															
22	1	1½	2	2½	3	3½														
23	1½	2	2½	3	3½	4	4½													
24	2	2½	3	3½	4	4½	5	5½												
25	2	3	3½	4	4½	5	5½	6	6½											
26	2	3	4	4½	5	5½	6	6½	7	7½										
27	2	3	4	5	5½	6	6½	7	7½	8	8½									
28	2	3	4	5	6	6½	7	7½	8	8½	9	9½								
29	2	3	4	5	6	7	7½	8	8½	9	9½	10	10½							
30	2	3	4	5	6	7	8	8½	9	9½	10	10½	11	11½						
31	2	3	4	5	6	7	8	9	9½	10	10½	11	11½	12	12½					
32	2	3	4	5	6	7	8	9	10	10½	11	11½	12	12½	13	13½				
33	2	3	4	5	6	7	8	9	10	11	11½	12	12½	13	13½	14	14½			
34	2	3	4	5	6	7	8	9	10	11	12	12½	13	13½	14	14½	15	15½		
35	2	3	4	5	6	7	8	9	10	11	12	13	13½	14	14½	15	15½	16	16½	
36	2	3	4	5	6	7	8	9	10	11	12	13	14	14½	15	15½	16	16½	17	
37	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15½	16	16½	17	17½	
38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16½	17	17½	18	
39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17½	18	18½	
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18½	19	
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19½	
42	2½	3½	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	
43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
44	3	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	
45	3	4½	6	7	8	9	10	11	12	13	14	15	16	16	18	19	20	21	22	
46	3	4½	6	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	
47	3	4½	6	7½	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
48	3	4½	6	7½	9	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	
49	3	4½	6	7½	9	10½	12	13	14	15	16	17	18	19	20	21	22	23	24	
50	3	4½	6	7½	9	10½	12	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	24½	
51	3	4½	6	7½	9	10½	12	13½	15	16	17	18	19	20	21	22	23	24	25	
52	3	4½	6	7½	9	10½	12	13½	15	16½	17½	18½	19½	20½	21½	22½	23½	24½	25½	
53	3	4½	6	7½	9	10½	12	13½	15	16½	18	19	20	21	22	23	24	25	26	
54	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	20½	21½	22½	23½	24½	25½	26½	
55	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22	23	24	25	26	27	
56	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	23½	24½	25½	26½	27½	
57	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25	26	27	28	
58	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	26½	27½	28½	
59	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28	29	
60	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	29½	
61+	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	30	

## Appendix D – Essex Discretionary Enhanced Redundancy Payments

The amount of the enhanced redundancy payment is dependent upon continuous length of service, age and weekly salary.

Redundancy payments age band	Payment per year of service within age band
21 and under	0.75 weeks
22 to 40	1.5 weeks
40 and over	2.25 weeks

The above is:

- Based on contractual weekly pay;
- Payable up to a maximum of 45 weeks' pay;
- Calculated up to a maximum of 20 years' continuous service;
- Includes statutory minimum redundancy pay