

Redundancy Policy & Procedure



Part A

Revision

We will review this policy and procedure biennially or as necessary to comply with best practice, legislation and/or ACAS guidelines. Minor amendments will be marked with a black vertical line in the margin. If the amendments are substantial, the policy and procedure will be revised in its entirety and reissued.

Distribution

The Senior Administrator will retain a hard copy of this policy and procedure and will distribute controlled copies as required. Electronic copies of this policy and procedure will be accessible via the computer network.

Implementation

The requirements of this policy and procedure are mandatory and apply to all employees from the date of publication of this document. You will be informed via Staff Bulletin when the policy and procedure have been reviewed.

This policy and procedure does not form part of your contract of employment and may be reviewed and changed from time-to-time at our discretion.

Part B

Purpose

It is our general objective to maintain secure employment for our employees by good business practice and forward planning. Changes in pupil numbers; changes in national education policies; changes to our methods of working; or changes to our internal structure can all affect the number of employees that we need and make redundancies unavoidable. The purpose of our policy is to provide methods by which we can restrict redundancies to the absolute minimum and, where they are unavoidable, to provide a fair, consistent and sympathetic procedure by which we can minimise the impact of redundancy. The following procedure will be adopted in most circumstances. However, we recognise that the procedure may have to be adapted if an emergency situation arises.

Scope

The Senior Administrator is responsible for ensuring compliance with the Employment Policies and Procedures of The Marsh Academy. This policy and procedure applies to all employees of The Marsh Academy.

Associated documents

None

Abbreviations and Definitions

Redundancy - definition taken from the ACAS advisory booklet - Redundancy Handling April 2009.

“For entitlement to redundancy payments under the Employment Rights Act 1996, redundancy arises when employees are dismissed because:

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

In addition, for the purposes of the right to be consulted, which applies when an employer proposes to make 20 or more employees redundant in one establishment over 90 days or less, the law defines redundancy as:

- dismissal for a reason not related to the individual concerned or for a number of reasons all of which are not so related.”

Preventative Measures:

If we identify a situation where redundancies may be contemplated, the following measures may be considered in the first instance in order to prevent these:

- Pay freeze for a specified period
- Recruitment and advertising restrictions or freeze
- Discontinuing use of temporary or contract workers
- Assessment of the effect of natural labour turnover
- Reducing or eliminating overtime working
- Job sharing, part-time working and other flexible arrangements
- Redeployment within the Academy
- Exploring early retirement options

This list of measures is not exhaustive and we will carefully consider any other measures that are suggested via consultation.

Selection for Redundancy

When faced with the need to select staff for redundancy, the Governing Body will base selection on curriculum and other organisational needs. The proposed selection criteria will be disclosed as part of any consultation process.

Criteria should be:

- objective rather than a matter of opinion
- fairly, consistently and accurately applied
- non-discriminatory ie: not directly or indirectly on the grounds of race, sex, age or disability.

Consultation:

If we contemplate making 20 or more jobs redundant, we will make arrangements to begin a formal collective consultation process in accordance with the relevant legislation in force at the time. This will include arrangements for employees in the groups affected to elect representatives. We do not have formal recognition agreements with any trade unions. However, we do recognise that some of our employees are members

of trade unions. Therefore, purely as a courtesy, if we contemplate making 20 or more jobs redundant, we will inform the appropriate trade union(s) and invite a representative to participate in the formal collective consultation process. Such participation by one or more trade union representatives will not create a de facto recognition agreement by default.

If we contemplate making less than 20 jobs redundant we are not required to undertake formal collective consultation. However, if we consider that the procedure will be enhanced by collective consultation, we may choose to make arrangements for employees in the groups affected to elect representatives and to consult with them.

If collective redundancies (20+) are necessary, employee representatives will also be formally consulted as soon as possible and:

- at least 30 days before the first dismissal takes effect if 20 to 99 employees are to be made redundant over a period of 90 days or less;
- at least 90 days before the first dismissal takes effect if 100 or more employees are to be made redundant over a period of 90 days or less.

The redundancy selection panel will be made up of the Executive Principal, the Head of School and 1 Governor.

Individual Consultation

As soon as a general announcement has been made regarding the changes anticipated and proposed job redundancies, we will begin the process of individual consultation with all employees in the affected groups. If your job is identified as at risk of redundancy, you will be informed and have the opportunity to participate in individual meetings with a member of the management team. The purpose of these meetings will be to give you information about the effect of any plans or proposals on your job; to ascertain your requirements; to let you know about any alternative job opportunities within the Academy; and for you to let us know if you have any ideas regarding ways in which we can avoid the need to make jobs redundant. You will also be informed of the methods we will use for redundancy selection and, in due course, the results of the selection process as they affect you. If you are ultimately selected to be made redundant, we will advise you of this at an individual meeting and give you notice in accordance with your contract of employment, together with information on the redundancy payment due to you. Although you are expected to serve your notice if required to do so, in some instances and entirely at our discretion we may be able to release you from work early and make payment to you in lieu of notice.

Following the meeting(s) outlined above, the employee(s) selected will be informed in writing that the employee(s) is to be dismissed on grounds of redundancy. The Executive Principal will ensure that any employee to be dismissed is given written notice of dismissal, which will include advice that the employee has the right of appeal against the decision. The employee(s) will be given at least 10 working days notice of the date for any appeal hearing and, if submitting an appeal, the employee(s) must do so in writing by the date specified by the Executive Principal in the notice of dismissal. The period allowed by the Executive Principal for the employee to decide whether or not to enter any appeal will not be less than 5 working days.

Selection Criteria:

As part of the planning and consultation process, we will establish suitable objective methods for selecting employees whose jobs will be made redundant. The criteria will include:

- Standard core competences
- Job specific competences
- Attendance
- Disciplinary record
- Appraisal records and achievement of objectives
- Academy Quality Assurance record
- Qualifications and Continuous Professional Development
- Contribution to the wider school community

Selection criteria may be assessed either via an audit or interview process, as determined on a case by case basis.

We will not make any selection based on criteria which could be construed as discriminatory. Part-time employees and those on fixed-term contracts will be assessed against the same criteria as all other employees.

Appeals

If you believe that the selection criteria has been unfairly applied in your case and you should not have been selected for redundancy, you will be able to appeal against the decision. If you are selected for redundancy, we will inform you of the appeal procedure at the time of giving you notice. The appeal will be heard by an Appeals Panel of 3 governors. The Appeals Panel will consist of governors who have played no part in the selection of the employee(s) for dismissal on the grounds of redundancy. If the appeal panel decides to uphold the appeal against dismissal, the notice of dismissal will be withdrawn and confirmed in writing. If the decision to dismiss is withdrawn, the Executive Principal will determine whether a new process should be started to select another employee for redundancy.

Notice Periods

Notice will be the greater of contractual or statutory entitlement, up to a maximum of 12 weeks, as determined by qualifying continuous service under the terms of the Local Government Modification Order. In the case of teachers, notice will be issued with due regard to the provisions set out in the Burgundy Book.

Suitable Alternative Employment

Employees at risk of redundancy will be informed of all existing and planned vacancies within the Academy and will be encouraged to apply for jobs for which they have the skills, knowledge and experience required, or could acquire them with a reasonable period of training or retraining. In some instances, we may offer you another job without requiring you to apply if we believe that the job to be offered is a suitable alternative employment.

If you are successful in being selected for alternative employment, you will receive an offer in writing giving all the details. You may lose your entitlement to redundancy payments if you unreasonably refuse such an offer.

If you are under notice of redundancy, you have a statutory right to a trial period of 4 weeks in an alternative job (where the provisions of the new contract differ from your original contract). This trial period provides you with an opportunity to decide whether the new job is suitable without necessarily losing your right to a redundancy payment. It also provides us with an opportunity to assess your suitability for the role. If either party decide within the 4 week trial period that the new job is not suitable, then your right to a redundancy payment is preserved and your employment will terminate by reason of redundancy in the normal way.

Time Off to Look For Other Work

If you are under notice of redundancy, and have been continuously employed by us for at least 2 years, you have the statutory right to take a reasonable amount of time off work to look for another job, or to arrange training. In most circumstances, we consider that 2 days per week would be a maximum amount of time and we will pay you at your normal rate of pay for this. Any time taken off in excess of 2 days per week will be unpaid. At our discretion, we may also extend this assistance to any employees who are under notice of redundancy but do not have the necessary length of service to qualify for the statutory right.

Maternity Leave and Redundancy

An employee 'at risk' of redundancy will have a statutory automatic right to be offered alternative work, if available, ahead of any other 'at risk' employee.

Outstanding Leave

Employees should be advised of any outstanding leave. This should be taken during the notice period wherever possible. In the event that this is not possible, payment will be made in lieu of any outstanding leave.

Right to be Accompanied:

You are entitled to be accompanied at your individual consultation meetings, or appeals, by a work colleague, trade union representative or official employed by a trade union. Your companion may not be your partner; spouse; parent; sibling; other relative; or friend (unless they are also employed by us).

Redundancy Pay

Under the terms of the Local Government Modification Order, redundancy payments are calculated on the basis of all qualifying continuous local government and related service, up to a maximum of 20 years.

When employees with 2 or more posts are made redundant from one post, service for redundancy calculation purposes will be based on the service accrued on this contract only.

We will adhere to statutory redundancy pay calculations, including any 'cap' on the amount of weekly earnings used for calculation purposes in force at the time. You will receive an individual calculation of redundancy pay at the time you receive notice.

If you transferred to our employment under a TUPE arrangement, we will honour any pre-existing terms and conditions relating to redundancy that are preserved in your contract where these are more favourable than the statutory requirements.

Securing Alternative Employment

Employees will not normally be entitled to a redundancy payment if they secure alternative employment with an employer covered by the Local Government Modification 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.

Release of LGPS

Employees aged 55+ at the date of redundancy are entitled, under the terms of the Local Government Pension Scheme, to the immediate release of their local government pension.

Notes:

We will take notes at each individual meeting with you. We may use an additional person to take the notes at meetings. Notes taken at meetings will be a summary of the main points discussed and decisions made and not a verbatim account.

Records:

Record	Location	Minimum Retention Time	Disposal Authority
Notes from any meetings Copies of letters Copies of selection documents	Personnel File	Termination plus 7 years	Group Human Resources Manager

Attachments:

Redundancy Pay Ready Reckoner – page 7

Redundancy Ready Reckoner - use the chart below to calculate how many week's pay you will receive as a redundancy payment depending on your age and length of service. A week's pay is capped at an amount stipulated by Government and reviewed each year.

Complete Years of Service	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Age																			
17	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
18	1	1½	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
19	1	1½	2	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
20	1	1½	2	2½	3	-	-	-	-	-	-	-	-	-	-	-	-	-	-
21	1	1½	2	2½	3	3½	-	-	-	-	-	-	-	-	-	-	-	-	-
22	1	1½	2	2½	3	3½	4	4½	-	-	-	-	-	-	-	-	-	-	-
23	1½	2	2½	3	3½	4	4½	5	5½	-	-	-	-	-	-	-	-	-	-
24	2	2½	3	3½	4	4½	5	5½	6	6½	-	-	-	-	-	-	-	-	-
25	2	3	3½	4	4½	5	5½	6	6½	7	7½	-	-	-	-	-	-	-	-
26	2	3	4	4½	5	5½	6	6½	7	7½	8	8½	-	-	-	-	-	-	-
27	2	3	4	5	5½	6	6½	7	7½	8	8½	9	9½	-	-	-	-	-	-
28	2	3	4	5	6	6½	7	7½	8	8½	9	9½	10	10½	-	-	-	-	-
29	2	3	4	5	6	7	7½	8	8½	9	9½	10	10½	11	11½	-	-	-	-
30	2	3	4	5	6	7	8	8½	9	9½	10	10½	11	11½	12	12½	-	-	-
31	2	3	4	5	6	7	8	9	9½	10	10½	11	11½	12	12½	13	13½	-	-
32	2	3	4	5	6	7	8	9	10	10½	11	11½	12	12½	13	13½	14	14½	-
33	2	3	4	5	6	7	8	9	10	11	11½	12	12½	13	13½	14	14½	15	15½
34	2	3	4	5	6	7	8	9	10	11	12	12½	13	13½	14	14½	15	15½	16
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	17	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