



# **Restructure / Redundancy Policy and Procedure**

<b>Document Control</b>	
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Main Amendments	Referenced and explained the definition of a “School Working Day” for School Support Staff and School Teaching Staff within the “Scope and Definitions” Section.
Related policies/guidance	Equality Policy  School Improvement Plan/School Development Plan
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Under the public sector equality duty, all schools/academies must have due regard to the need to eliminate discrimination, harassment and victimisation and any other conduct prohibited by the Equality Act 2010; to advance equality of opportunity between those who share a relevant protected characteristic and those who do not share it and to foster good relations across all protected characteristics. This means schools/academies must take into account equality considerations when policies are being developed, adopted and implemented. The HR and People team regularly reviews all policies and procedures which are recommended to schools/academies to ensure compliance with education and employment legislation including the Equality Act 2010. Consultation with schools/academies is an important part of this review process. Headteachers, Principals and Governing Bodies are asked to contact the HR and People team via the HROne Helpline if they believe there are any negative equality impacts in their school/academy in relation to the application of this policy/procedure. Schools should also contact HR and People team if they need access to this policy in a different format.

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## 1. INTRODUCTION

- 1.1 The Governing Body of Newall Green Primary School (“the Governing Body”) recognises the need to remain responsive and flexible to change and to continually improve to ensure that pupils receive the best education possible. The Governing Body recognises the need to review its staffing needs and to consider making changes where reasonably appropriate and/or necessary. Minor changes may be achieved consensually whilst proposals for more significant changes will require a more formal process.
- 1.2 When significant changes are proposed this often leads to the need for restructuring which may in turn result in changes to staff roles and responsibilities and/or to the requirements for the type and number of staff employed in the school.
- 1.3 This policy and procedure sets out how the Governing Body will seek to manage any significant changes requiring a formal process of consultation, decision making and variation or ending of employment contracts. It outlines how restructuring and redundancy situations should be approached and progressed.
- 1.4 The Governing Body is committed to managing all changes in a fair, consistent and legally compliant manner. Accordingly, when implementing this policy, the School will have regard to its duties under employment law including the Employment Rights Act 1996, the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Data Protection Act 2018 and the Equality Act 2010. It will also take into account any relevant ACAS guidance, the provisions in the EHRC Equality Act 2010 Statutory Code of Practice and relevant education provisions including the School Staffing (England) Regulations 2009, the Conditions of Service for School Teachers in England and Wales 2000 (the Burgundy Book), the School Teachers’ Pay and Conditions Document (the STPCD) (updated annually) and the provisions of the National Agreement on Pay and Conditions of Service (the Green Book).

## 2. SCOPE AND DEFINITIONS

- 2.1. This policy applies to all employees (teaching and support staff) of Newall Green Primary School (“the School”) and whose employment is under the purview of the Governing Body.
- 2.2 This policy does not apply to self-employed staff, consultants, contractors or agency staff.
- 2.3 Employees working on seconded jobs from other schools or organisations will be excluded from any restructuring proposals and if their post disappears as a result of any changes, they will return to their seconding organisation. Employees who have been seconded by the School to other organisations and whose substantive job may change or may no longer exist in the new structure will normally be included in any restructure proposals and will be consulted accordingly.
- 2.4 For the avoidance of doubt, in this policy any reference to a "**school working day**" will have the following meaning: -
  - (a) **School Support Staff:** -any day during an academic year when a school is normally open for educational purposes or when staff are in attendance for training purposes, and
    - (i) in the case of staff contracted to work during term time only, **excluding** any day which falls on a Bank Holiday or within school holiday periods, and

(ii) in the case of staff contracted to work all year round, excluding any day which falls on a Bank Holiday but **including** any day which fall within school holiday periods.

**(b) School Teaching Staff:** - any day during an academic year when a school is normally open for educational purposes or when staff are in attendance for training purposes but **excluding** any day which falls on a Bank Holiday or within school holiday periods.

### 3. PRINCIPLES

3.1 The School is committed to: -

- Ensuring that any significant change proposals have been fully approved by the Governing Body as detailed in this policy and that due consideration has been given to the rationale and/or business case for change;
- Supporting employees during periods of change and uncertainty recognising the need for early and open communication with the employees affected;
- Being mindful of the psychological impact of restructuring and putting into place measures to support employees throughout the process should they require assistance;
- Ensuring Leaders and Line Managers responsible for managing the change process and for having difficult conversations with employees affected are provided with adequate training and support throughout the process as appropriate;
- Undertaking full and meaningful consultation with affected employees and recognised trade union/teacher association representatives throughout any period of change;
- Ensuring affected employees are aware of their right to be accompanied by their chosen companion at all formal meetings in accordance with their statutory right to be accompanied;
- Ensuring that change is managed as quickly as is reasonably possible to minimise periods of disruption and uncertainty;
- Wherever possible, securing suitable alternative employment for those whose employment is deemed at risk of redundancy as a result of any change proposals;
- Ensuring, wherever possible, that anticipated or identified reductions in staffing levels are managed through natural wastage, recruitment freezes, career breaks or secondments, job shares and part time working and/or redeployment within the School;
- Operating within the framework of this policy and where this is not possible due to particular and/or exceptional circumstances, consulting with trade union/teacher association representatives as appropriate within the scope and spirit of this policy.
- Ensuring compliance with the School's duties and obligations under the Equality Act 2010 at all stages of the change process and ensuring that all affected employees are treated fairly and are not subject to any unfair or discriminatory

treatment. This includes for example, making reasonable adjustments where required to assist an employee or his/her companion with a disability and reasonably addressing any language issues affecting an employee or his/her companion to ensure a fair consultation process.

- Ensuring that any information or documentation relevant to the change process is dealt with in strict confidence and taking into account the School's legal obligations under the Data Protection Act 2018.

## **4. IMPLEMENTATION OF MINOR CHANGES TO TERMS AND CONDITIONS**

- 4.1 Minor changes are likely to fall within the scope of an employee's existing terms and conditions of employment. Where minor changes or adjustments to duties and responsibilities are required for operational reasons in the School, these changes will fall within managerial prerogative and therefore the agreement of the employee concerned to the change is not necessary. The School acknowledges that it is still good practice in such situations to involve and discuss any proposed operational changes with the employee concerned before changes are implemented, time and circumstances permitting.
- 4.2 Situations where a significant or more complex change to an employee's terms and conditions is proposed e.g. a reduction in hours of work or a significant change to duties and responsibilities, are not covered by this section.
- 4.3 Situations which impact on a large number of employees (more than 20 employees) are also not covered by this section. In such cases, it is generally advocated that a business case is prepared as detailed in section 6.6 of this policy.
- 4.4 For changes covered by sections 4.2 and/or 4.3 above, one of two formal processes will be appropriate, either: -
- Process A – Managing Changes to Terms and Conditions, or
  - Process B – Managing Restructures and Redundancies

## **5. PROCESS A – MANAGING CHANGES TO TERMS AND CONDITIONS**

- 5.1 A change to an employee's terms and conditions of employment may, for example, relate to one or more of the following: -
- Changes in working patterns,
  - Changes in pay and benefits,
  - Changes in methods of working.
- 5.2 In such cases the principles of communication and consultation will apply with a view to reaching agreement to the new terms and conditions.
- 5.3 Where affected employees agree to the School's proposed changes to their terms and conditions of employment, the proposals and the agreement reached, including how and when the change(s) will be implemented, should be confirmed in writing. Any changes to the contracts of affected employees can be implemented with immediate effect provided the affected employees confirm their agreement to this in writing.
- 5.4 Following a period of consultation and, in the event that affected employees do not agree to proposed changes to their terms and conditions of employment, the School may propose to dismiss the employees concerned with an offer of immediate re-engagement on the new terms and conditions. The employees concerned must be given appropriate notice of the termination of their employment and offered the right of appeal against their dismissal.

5.5 In the event that the School proposes a change to terms and conditions of employment that will affect 20 or more employees, statutory consultation periods will come into effect (see section 8.3). Statutory consultation periods are triggered where the School proposes to dismiss (and offer re-engagement to) 20 or more employees who do not agree to a proposed change to their terms and conditions of employment.

## **6. PROCESS B – MANAGING RESTRUCTURES AND REDUNDANCIES**

6.1 The Governing Body is required to review the School's staffing structure from time to time to ensure that it remains relevant to the needs of the School. The Governing Body should give consideration to the broad objectives and principles the School is seeking to achieve in relation to any proposed new structure.

6.2 An appropriate Governing Body sub - committee may be established to oversee any proposed significant organisational change in the School. In this policy the sub - committee is referred to as the Significant Change Committee.

6.3 Any review of the staffing structure must be conducted with a view to ensuring that the management and deployment of staff and the allocation of responsibilities and duties is effective and focused on raising standards.

6.4 From time to time changes will also occur that could not have been reasonably foreseen in the School's annual planning cycle and which will necessitate the removal of individual posts or changes to small groups of staff that would be regarded as a redundancy situation.

6.5 In the event that significant changes are proposed to the existing structure which includes potential redundancy situations, the principles of collective communication and consultation will apply and the School will consider all options available to manage the restructure and potential redundancy situation.

6.6 At the outset of any significant change process, it is important to ensure clarity of the change(s) required. As a first step a draft business case should be prepared by the Headteacher. The Headteacher may seek HR advice in relation to the preparation of the School's business case which will normally include the following: -

- The changes proposed;
- The rationale, business reasons and drivers for the proposed changes;
- The proposed timescale for the implementation of the changes;
- The scope and extent of the proposed changes, i.e. whether the proposed changes impact on the whole school or just specific groups of staff;
- The impact of the proposed changes on the staff in School;
- Whether any redundancies are proposed;
- Existing and revised structure charts with job descriptions, person specifications, salaries, TLR/ leadership/ SEN values where appropriate;
- The financial implications of the proposed changes;



- Any measures already taken and the measures proposed in order to minimise any adverse impact on the employees affected by the proposals;
- Any salary safeguarding implications (teachers only);
- Options available to affected employees (if appropriate).

6.7 Once the business case has been prepared by the Headteacher, it should be sent to the Significant Change Committee together with a proposed timeline and action plan and should be used as a basis for consultation with staff and trade unions/teacher associations as appropriate.

6.8 The business case should be formally minuted and signed off by the Significant Change Committee and subsequently ratified by the whole Governing Body.

## 7. TIMETABLE FOR CONSULTATION

7.1 When deciding upon a timetable for consultation, consideration will be given by the School to the dates of issue of contractual notice periods for teachers, namely the 28<sup>th</sup> February (for termination date of 30<sup>th</sup> April), 31<sup>st</sup> May (for termination date of 31<sup>st</sup> August) and 31<sup>st</sup> October (for termination date of 31<sup>st</sup> December).

7.2 Consideration will also be given to statutory consultation periods if applicable.

7.3 The purpose of consultation is to seek the input of the employees affected and trade unions/teacher associations to assist in facilitating change and to reach agreement where practicable.

## 8. CONSULTATION PROCESS IN GENERAL

8.1 The consultation process enables the employees affected and/or their representatives to comment on the School's proposals, suggest improvements, or alternatives to any proposals and to be given a reasoned response to opinions or suggestions put forward.

8.2 Consultation will start at the earliest opportunity and will take place as widely as possible. To ensure consultation is clear, focused and relevant it should start when there is something concrete to consult on. If redundancies are likely to result from changes proposed by the School, a reasonable consultation process must be undertaken and statutory consultation periods will apply **where 20 or more employees are affected**. Statutory consultation periods stipulate that where: -

- **between 20 and 99** employees may be made redundant over a period of up to **90 days**, consultation will begin **at least 30 days** before the first dismissal takes effect; and where
- **100 or more** employees may be made redundant over a period of up to **90 days**, consultation will begin **at least 45 days** before the first dismissal takes effect.

8.3 The outcome of consultation may be that the Significant Change Committee decides it appropriate to review and/or make changes to the original change proposals. If this is the case, any revised proposals and timescales should be communicated to the employees affected and to the relevant trade unions/teacher associations.

## 9. COLLECTIVE CONSULTATION

- 9.1 Once the approval of the Significant Change Committee has been obtained, the Headteacher, supported by the School's HR Adviser if required, will meet with appropriate representatives of the employees affected (usually trade union/teacher association representatives) to inform them of the proposed changes, discuss the business case and to outline the timescales and the process the School intends to follow to achieve the proposed changes.
- 9.2 The School should collectively consult about the following: -
- How any proposed dismissals by reason of redundancy may be avoided or reduced;
  - Where redundancy dismissals cannot be avoided or reduced, how the consequences of such dismissals may be mitigated;
  - The number and description of all the posts affected;
  - The number of employees who may find themselves at risk of redundancy;
  - The proposed method of selecting employees for redundancy;
  - The proposed job profiles and indicative grades of any new roles where appropriate;
  - The proposed method of allocating any new or alternative posts to affected employees;
- 9.3 The School will listen to feedback on the proposed changes from representatives and will seriously consider any alternative options suggested. The School will ensure collective consultation is meaningful and is carried out with a view to reaching agreement.

## **10. INDIVIDUAL CONSULTATION**

- 10.1 The School will also consult with affected employees on an individual basis. This will usually be after the first collective consultation meeting has taken place. Individual consultation meetings are intended to allow employees the opportunity to express their views, to raise any questions, challenge their provisional selection for redundancy where applicable and to discuss and/or identify any alternatives to redundancy.
- 10.2 Employees are entitled to be accompanied at individual consultation meetings by their Trade Union representative or a work colleague as appropriate.
- 10.3 The School will take the opportunity to discuss whether or not there is any suitable alternative employment available to the employee and will also explain what support is on offer if redundancy is confirmed, such as being entitled to take a reasonable amount of paid time off to look for new employment. The School will explain the composition of any redundancy package it is able to offer and how the notice period will operate.
- 10.4 There is no set number of meetings that must be held during the individual consultation process, but the consultation period must be reasonable. Consultation is necessary to give the employee the opportunity to consider and respond to the information discussed.

- 10.5 Consultation may take place through a variety of formats and meetings with affected employees may be with employees separately or in groups. The School may decide that trade union/teacher association representatives should be invited to staffing group meetings to allow them to hear messages being conveyed to the affected employees and to ensure there is no ambiguity in communications.
- 10.6 Any employee affected by the proposed changes who is absent from work, for example, on secondment, maternity leave, sickness leave or other leave of absence, should be included in the consultation process. They should be invited to attend individual and group meetings and if appropriate, consideration should be given to a home visit. The School should ensure that any correspondence relevant to the change process is also be sent to any absent affected employee.
- 10.7 In the event that an affected employee gives the School notice to leave during the period of consultation, the employee will be regarded as having resigned rather than being made redundant and no redundancy payment will be due to the employee.

## **11. REDUNDANCY INFORMATION AND NOTIFICATION**

- 11.1 In redundancy situations where statutory consultation periods apply (see section 8.3 above), written information must be provided to the trade unions/teacher associations in accordance with S188 of the Trade Unions and Labour Relations (Consolidation) Act 1992. This is known as a Section 188 letter. The School should take HR advice in relation to the preparation of the S188 letter which will include the following: -
- The reasons for the proposals;
  - The number of and positions held by employees who are potentially redundant;
  - The total number of employees of that description employed at the school/academy;
  - The proposed method of selecting employees for redundancy;
  - The proposed method of carrying out the dismissals including the period over which the dismissals are to take effect;
  - The proposed method of calculating the amount of any redundancy payments;
  - The proposals for avoiding compulsory redundancies.
- 11.2 Where a Section 188 letter is issued, the issuing of the letter will mark the start of the formal consultation period, and should be sent when the possibility of redundancies is a proposal, not where a final decision has been made.
- 11.3 When statutory consultation periods apply, there is also a duty to give BEIS (formerly BIS) the same amount of notice of proposed redundancies by the completion of a Form HR1, which is available on the BEIS website.
- 11.4 A copy of the completed Form HR1 will be sent to the trade unions/teacher associations together with the section 188 letter.

## **12. REDUNDANCY SITUATIONS**

12.1 The School's business case (see section 6.6) will identify whether the School's proposals include a potential redundancy situation. A potential redundancy situation is defined in employment law as circumstances where: -

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

12.2 Situations in schools which may result in the need for redundancies may therefore include: -

- School closure/amalgamation;
- Department or team amalgamation or closure;
- Reduction in the number of roles or posts in school;
- Budget and/or cost considerations which require staff reductions or a school reorganisation;
- A change in the demand for certain services provided by a school;
- A change in job or role requirements of particular members of staff or groups of staff;
- Re-organisation of departments, teams or services,
- Re-organisation of management.

12.3 In order to avoid or reduce the need for compulsory redundancies, alternative measures will be considered by the School, including the potential for the redeployment of the employee(s) concerned. Other measures which will be considered by the School where reasonably practicable, may include the following:

- Natural wastage;
- Suspending external recruitment and filling vacancies from among existing employees;
- Reducing overtime;
- Reduction of working hours;
- Other use of flexible working arrangements such as job sharing;

- Termination or short-term contracts (where appropriate and taking into account employment law and in particular, fixed term contract legislation);
- Applications for voluntary redundancy (see section 13 below).

12.4 The School may wish to undertake a skills' audit of its staff to establish other skills areas (such as second subjects) which may help with redeployment options and assist in minimising compulsory redundancies.

12.5 Since it is not always possible to determine from the outset of a significant restructure exercise whether there will be a need for redundancies, the procedure to be followed by the School during any restructure should, where reasonably possible, take into account redundancy consultation requirements, as detailed in this policy.

### **13. VOLUNTARY REDUNDANCY**

13.1 In order to minimise the need for compulsory redundancies, the School may invite applications for voluntary redundancy from affected employees. Any opportunity to volunteer for redundancy will be available for a defined period and the School should make clear the process for applying and the closing date for applications.

13.2 Subject always to cost and affordability issues, the School may offer to make enhanced redundancy payments to employees who volunteer for redundancy. If this is the case, the School will publish details of the financial terms to be offered to the affected employees at the time the invitations to volunteer are communicated.

- 13.3 Employees who choose to apply for voluntary redundancy are not guaranteed to have their application accepted. The School has the absolute discretion to decide whether or not to accept any individual application for voluntary redundancy. The decision as to whether or not to accept a particular application will depend on the School's need to retain the types of knowledge and skills that are believed to be essential to meet its future business aims, the need to retain a balance of people with different skills, and the overall situation at the time including issues of cost and affordability.
- 13.4 Where an employee's application for voluntary redundancy is accepted, the employee will be notified in writing as soon as possible after the closing date for applications. A meeting will be set up with the employee to discuss and agree the timing of their redundancy and to confirm arrangements in relation to their notice entitlement, final pay and their redundancy entitlement.

## **14. JOB MATCHING AND RING FENCING**

- 14.1 In some cases, it may be appropriate to consider automatic "slotting in" to positions in the new structure for a particular affected employee or for a particular group of affected employees. This may be appropriate where the role held by the employee(s) in the School's existing structure is substantially the same as a role in the proposed new structure (i.e. there will only be a minor change such as a change in job title, location, reporting lines etc.). Where this is relevant to a group of affected employees, automatic slotting in will only be appropriate if there are a sufficient number of posts available in the new structure for all the employees in the group. This will be made clear to the employees concerned during the consultation process.
- 14.2 There are also circumstances where it may be appropriate to "job match" employees to positions in the proposed new structure. A job matching process may be applied by the School to those employees who have at least an 80% match between the essential requirements of their existing substantive job profile and the job profile in the new structure and the employee has clearly relevant, transferrable skills. In job matching cases, the existing and new jobs will usually be on the same pay grade. It will not be appropriate to consider job matching where the position in the new structure is graded higher than the employee's existing role.
- 14.3 In relation to cases falling within section 14.2, where there are more employees than positions available in the new structure, the positions in the new structure may be ring fenced to all the relevant affected employees who will then be subject to a competitive selection process to secure any available positions.
- 14.4 The School should take HR advice in relation to when and whether automatic assimilation or job matching is appropriate and the process to be applied.
- 14.5 Where automatic slotting in and/or job matching processes are applied, these will amount to measures taken by the School to avoid or reduce the need for redundancies.

## **15. AT RISK EMPLOYEES AND SELECTION POOLS**

- 15.1 Following consultation and taking into account the measures referred to in this policy, if it is not possible for the School to implement all or any of the proposed changes to its staffing structure without compulsory redundancies being made, the School will confirm the roles affected and will confirm the employees who are at risk of redundancy. Where employees have been identified as being at risk of redundancy, they will be informed of their "at risk" status at the earliest opportunity.

- 15.2 The School will determine an appropriate selection pool from which at risk employees will be selected for redundancy. The School will ensure the pool for selection has been fairly defined. It will normally consist of employees who carry out the same or similar work and who perform jobs that are interchangeable, whether or not they work in the same team or department.
- 15.3 In certain circumstances, it will not be appropriate to determine a pool from which employees are selected for redundancy, for example where there is only one employee whose role is affected, where an employee holds a unique position in the School, where a role/post is being disestablished or where the School is closing down.

## **16. SELECTION CRITERIA AND SELECTION PANELS**

- 16.1 Where pools of at-risk employees have been identified, selection criteria will be applied to determine which employees will be selected for redundancy. Selections for redundancy will be made on the basis of objective selection criteria which will be reasonably, fairly and consistently applied by a selection panel usually comprising three people. The Selection Panel will normally include the Headteacher and may also include the School Business Manager, a member of the School's Senior Leadership Team or the Line Manager of the employee(s) affected. The Selection Panel may seek the support of the School's HR adviser to ensure the redundancy selection criteria are fairly applied and any interviews and/or desktop assessments are undertaken objectively and consistently.
- 16.2 The selection criteria to be applied will be chosen by the School and will be relevant to the requirements of the School. The criteria will be measurable and may be different to criteria used in a previous redundancy exercise. The School will be fair, objective and transparent in the criteria used. The focus of the criteria will be the educational needs of the School and the main aim will be to ensure the School retains employees with skills which will contribute to the delivery of high-quality education to pupils taking into account the School's future needs as set out in the School Improvement Plan or School Development Plan.
- 16.3 The School will use a number of separate selection criteria to reduce the risk of any possible discriminatory impact. The criteria to be used may include some or all of the following: - relevant professional/academic qualifications, number of years' relevant experience, recent training, specified subject/curriculum expertise, specific skills, special agreed responsibilities, additional voluntary responsibilities, ability to work across several key stages or a range of curriculum subjects or with particular pupil groups. Criteria may also include any formal capability, disciplinary or attendance record (discounting disability and pregnancy related absences) always taking into account the School's duties and obligations under the Equality Act 2010. Length of service may be used as a criterion as a tie breaker where, following scoring of other criteria, two or more employees are scored equally.
- 16.4 The selection criteria will be applied by the Selection Panel by using a redundancy selection matrix to score each at risk employee. The matrix will set out the criteria against which the employees will be assessed and will set out the scoring ranges and how much weight or importance is attached to each criterion.
- 16.5 Employees will be scored against the selection criteria by considering documentary evidence or other knowledge obtained about the employee. Employees will not be scored by comparing them against each other. The scoring will largely be a desk-top

exercise but may, in appropriate cases, also include an interview or assessment with the employee concerned.

- 16.6 The criteria will be applied in a non-discriminatory way with adjustments being made to any criterion or process that may potentially disadvantage any employee with a protected characteristic under the Equality Act 2010, for example by virtue of their part-time status, pregnancy, maternity or disability. If an employee with a disability is placed at a substantial disadvantage compared to other employees who are not disabled, the School will take reasonable steps to try and avoid that disadvantage in line with the School's duty to make reasonable adjustments.
- 16.7 Once scoring has been completed, the Selection Panel will identify those at-risk employees who have been provisionally selected for redundancy.
- 16.8 Employees who have been provisionally selected for redundancy will be invited to attend an individual consultation meeting to discuss how their score was arrived at. They may be accompanied by their trade union/teacher association representative. Employees will be advised how they scored against each criterion but the scores of other employees in the pool will not be revealed. Employees will be able to raise any concerns, objections or challenges about their score and raise any other matters they see fit.
- 16.9 The Selection Panel will consider any relevant factors raised by the employee and/or their representative during the meeting which may impact on their overall decision before any final redundancy decision is made.
- 16.10 Following the individual consultation meeting and taking into account any factors or issues raised by the employee or their representative, the Selection Panel will inform the affected employees of its final decision, which will be to either confirm or withdraw the employee's provisional selection for redundancy.
- 16.11 In the event that the employee's provisional redundancy is confirmed, if no suitable alternative employment is available, formal notice of redundancy will be issued to the affected employee.
- 16.12 At any stage during an employee's notice period, notice may be withdrawn in the event that alternative employment becomes available and the School is able to offer the employee a suitable alternative post.

## **17. SUITABLE ALTERNATIVE POSITIONS**

- 17.1 Every effort will be made to secure a suitable alternative position within the School, where an employee is advised that they are at risk of redundancy and also when an employee's redundancy has been confirmed and they are serving a period of notice. Every effort will be made to secure a suitable alternative position within the School and also within all schools in the MAT (if applicable).
- 17.2 For a position to be considered "suitable" it needs to be: -
- On the same or substantially equivalent terms and conditions as those of the employee's old position where capacity, status and location are also largely equivalent,
  - At the equivalent pay and pay grade.



- 17.3 At risk employees who are pregnant, on maternity, shared parental or adoption leave at the point of selection are a protected group and are entitled to be offered any suitable alternative employment if it is available, prior to it being offered to any other employee. All such offers should be made in writing without any need for an application or a selection process.
- 17.4 If an offer of suitable alternative employment is made to an employee and the employee unreasonably refuses to accept it, the employee may lose their right to a statutory redundancy payment.
- 17.5 If alternative employment offered to an employee is not entirely suitable and the employee's refusal of the offer is reasonable in the circumstances, they will be treated as having been dismissed by reason of redundancy on the date that their original job came to an end. In these circumstances, the employee will retain the right to a redundancy payment.

## 18. TRIAL PERIODS

- 18.1 Where alternative employment is offered and accepted, a trial period in the new position should be applied and should last for four weeks.
- 18.2 The trial period can be extended but only by agreement between the School and the employee concerned to a maximum of 13 weeks. Any such agreement should: -
- Be by written agreement before the trial period starts;
  - Set out the date on which any retraining period will end;
  - Set out the terms and conditions that will apply to the employee at the end of the retraining period.
- 18.3 The trial period is a statutory entitlement enabling both the employee and the employer to assess whether or not a new position is genuinely suitable for the employee. The Headteacher will arrange a review meeting with the employee towards the end of the trial period to discuss whether or not the new position is in fact suitable for them, taking into account how the employee has performed, the amount of training required (if any) and any other relevant factors. The Headteacher has the right to make the final decision on the matter of suitability, although the views of the employee will be taken into account.
- 18.4 In the event that the new position **is** deemed objectively suitable for the employee they will, at the end of the trial period, transfer onto the new terms and conditions relevant to that position. If the position attracts a higher salary, back pay will be given for the duration of the trial period.
- 18.5 In the event that the new position **is not** deemed objectively suitable for the employee, the employee's employment will be terminated at the end of the trial period by reason of redundancy. The relevant date for the purposes of calculating the employee's redundancy payment in these circumstances however will be the date on which the employee's original job ended not the date that marked the end of the trial period.

## 19. APPOINTMENT TO A SUITABLE ALTERNATIVE POSITION

- 19.1 Where an employee is successfully appointed to a suitable alternative position in the new school structure they will be issued with an amended statement of terms and conditions of employment appropriate to their new post.

## **20. PAY PROTECTION**

- 20.1 Support Staff - At the absolute discretion of the Governing Body/Headteacher as appropriate and subject always to cost and affordability issues, in the event that an employee obtains a substantive position in the new structure that is one grade lower than their current role, their basic pay *may* be protected for a period of time deemed reasonably appropriate. The terms of any pay protection including the period of time for which it will apply, will be determined by the Governing Body/Headteacher and will be confirmed in writing to the employee concerned.
- 20.2 Teaching Staff - The School will comply with salary safeguarding obligations as required by the current STPCD.

## **21. RIGHT OF APPEAL**

- 21.1 An employee who is given notice of termination of employment under Process A or notice of redundancy under Process B can appeal against the School's decision to dismiss them.
- 21.2 The appeal should be sent to the Headteacher within five school working days of the formal notice of termination being given and the appeal will be considered by a committee of the School's governors appointed to hear such appeals (the Change Appeals Committee).
- 21.3 Following a review of the circumstances leading to the issue of the notice of termination including any representations made by the employee, the Committee will determine whether or not to uphold the appeal or to confirm the original decision to dismiss.
- 21.4 The outcome of the appeal will be communicated to the employee in writing within five school working days of the Committee's decision. The decision of the Committee will be final.

## **22. TIME OFF WORK**

- 22.1 Any employee who has been issued with formal notice of redundancy will be entitled to a reasonable amount of paid time off to look for alternative work, attend interviews, etc. Employees wishing to take advantage of this entitlement must follow the School's normal process for requesting time off work and must notify their Line Manager. Employees should be made aware that proof of interviews/appointments may be requested.

## **23. OUTPLACEMENT SUPPORT**

- 23.1 Any employee who has been issued with formal notice of redundancy or whose application for voluntary redundancy has been accepted, may be offered the opportunity to attend outplacement support sessions provided by the School during their notice periods. Employees wishing to pursue outplacement support should raise this with the School at the earliest opportunity.
- 23.2 Outplacement support could provide employees with support in matters such as CV and application writing, job search information and interview preparation.

## **24. ACTIVITIES DURING NOTICE PERIODS**

- 24.1 Employees will normally be required to attend for work during their notice periods. The School reserves the right to ask employees to carry out alternative duties during their notice period if this is reasonably appropriate.

- 24.2 The School also reserves the right to request that employees do not attend work during their notice period (i.e. be placed on garden leave) but to be on call should their services be required.
- 24.3 In some circumstances, agreement may be made to allow the employee to leave with pay in lieu of the notice period where it is in the interests of both parties.
- 24.4 In the event that an employee requests to leave prior to the expiry of their notice period they will not be entitled to receive pay in lieu of the remaining notice period.
- 24.5 In the event that an employee leaves prior to the expiry of their notice period without the School's consent, they may forfeit their right to a redundancy payment.

## 25. REDUNDANCY PAYMENTS

- 25.1 Employees who are dismissed for redundancy and who have a minimum of two years' continuous service with the School will normally be entitled to be paid statutory redundancy pay, which is calculated according to the individual employee's age, length of service and gross weekly pay subject to a statutory maximum.
- 25.2 The School acknowledges that breaks due to sickness, maternity leave, parental leave, temporary lay-off and holiday (provided the contract continues throughout), do not constitute a break in service.

## 26. ENHANCED REDUNDANCY PAYMENTS

- 26.1 Entirely on a discretionary basis and subject always to cost and affordability issues, the School may offer enhanced redundancy payments. Such discretionary enhanced redundancy payments may be made to employees who:
- Are entitled to receive a statutory redundancy payment; or
  - Are excluded from receiving a statutory redundancy payment on account of having less than two years' continuous employment with the School; or
  - Have applied for and have been accepted for voluntary redundancy).
- 26.2 Any enhanced redundancy payments are paid wholly at the discretion of the School. There is no contractual right for an employee to receive an enhanced redundancy payment at any time, irrespective of whether or not enhanced redundancy payments have been paid to other redundant employees on previous occasions.

## 27. PENSIONS AND PREMATURE RETIREMENT

- 27.1 Teachers who are 55 years or over at the point that their redundancy dismissal takes effect are able to access their pension if they so choose. Pension benefits may be actuarially reduced and therefore teachers affected should be advised to visit the Teachers Pensions website [www.teacherspensions.co.uk](http://www.teacherspensions.co.uk) for further information about the criteria and about options available to them. Teachers may also be eligible for premature retirement but this is **not** an automatic entitlement. This is a discretionary matter for the School to decide taking into account the relevant circumstances. Once teachers reach the age of 60 they are entitled to receive their pension benefits.
- 27.2 Subject to qualifying conditions, support staff in the Local Government Pension Scheme (LGPS) who are 55 years or over at the point that their redundancy dismissal takes effect will be entitled to immediate, unreduced early release of pension benefits on the grounds of redundancy and will also be entitled to a redundancy payment provided they have at least 2 years' continuous service.

## 28. MONITORING AND REVIEW

- 28.1 The effectiveness of this policy will be monitored by the Headteacher and any negative equality impacts will be acted upon without delay.
- 28.2 This policy will be reviewed by the Governing Body every two years from the date of last adoption to ensure continued compliance with employment and education law and changes will be made as appropriate and necessary.