



## Restructuring and Redundancy Policy

<b>Approved by:</b>	People & Resources Committee	<b>Date:</b> February 2018
<b>Last reviewed on:</b>	February 2019	
<b>Next review due by:</b>	February 2021	
<b>Monitoring &amp; Review</b>	People & Resources Committee, HR Director	
<b>Links</b>		
<b>Staff responsible</b>	HR Director	

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## **1. Introduction**

This document sets out Summit Learning Trust's policy on handling potential redundancy situations in its schools and 6<sup>th</sup> Form. This policy does not form part of employees' terms and conditions and may be subject to change.

The Trust is the employer of all employees working within Trust schools. However, the Principal of each school/6<sup>th</sup> Form is responsible for determining whether an employee should cease to work at that school/6<sup>th</sup> Form on the grounds of redundancy.

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

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

Other specific reasons for redundancy may include:

- Schools closure/amalgamation;
- Department or team amalgamation;
- Reduction in the number of roles or posts in school or the Trust;
- Budget and/or cost considerations which require staff reductions or a school or school reorganisation;
- A change in the demand for certain services provided by a school or by the Trust;
- 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.

## **2. Policy statement**

Our overriding aim is to avoid compulsory redundancies wherever possible, and to manage the school/school/6<sup>th</sup> Form in a way that ensures secure employment for our employees, where possible. However, it is recognised that from time to time changes (as stated in the above specific examples) may necessitate the need to consider redundancies.

We will always try to avoid the need for compulsory redundancies but sometimes these may be necessary. Where we are unable to avoid reducing employee numbers, we will try to minimise the effect of redundancies through the steps set out in this policy. In doing so we will not discriminate directly or indirectly on grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age. Part-time employees and those working under fixed-term contracts will not be treated differently to permanent, full-time comparators.

## **3. The purpose of the policy**

The purpose of this policy is to have a framework in place that sets out what we will do whenever the reduction in employee numbers may become necessary. In particular, we will ensure that we will:

- communicate clearly with all affected employees and ensure that they are treated fairly;
- make every effort to avoid compulsory redundancies;
- consult with employees and/or their representative and
- ensure that any selection for compulsory redundancy is undertaken fairly and reasonably.

#### **4. Planning**

The Principal, supported by the HRBP will ensure that there is effective planning, financial management and resources allocation in place in the day to day and strategic management of the school/6th Form. The school/6th Form will regularly review its resources and staffing structure to ensure it is fit for purpose and is meeting the needs of our students' teaching and learning requirements. Leaders will ensure that effective workforce planning is carried out in order to minimise surplus staff situations. The school/6th Form will provide information in relation to workforce planning and resources to the Trust as required.

#### **5. Avoiding compulsory redundancies**

Where redundancy situations are unavoidable, we will enter into consultation with all affected employees and/or their representative to discuss ways to mitigate against the redundancy. The purpose of this consultation will be to provide an opportunity on the Trust's proposals, suggest improvements, or alternatives to any proposals and to be given a reasoned response to opinions or suggestions put forward.

Consultation should begin in good time and 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, and
- 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.

In the first instance, we will consider what steps we could take that could avoid the need to make compulsory redundancies. Examples of such steps include:

- Reducing the use of agency staff
- Restricting recruitment or a vacancy freeze in affected categories of employees and in those areas into which affected employees might be redeployed
- Natural wastage
- Secondment
- Retraining and/or redeployment within and across our school/6th Form family
- Reducing overtime
- Offering reduced working time including job-sharing or other flexible working
- Inviting applications for early retirement or voluntary redundancy.

In all cases the decision to release an employee under such schemes will be at the absolute discretion of the Trust.

Any measures adopted by the Trust will be done on the basis that they do not adversely affect the School/6<sup>th</sup> Form and the quality of teaching and learning provided to our pupils.

#### **6. Redundancy Information and Notification**

In redundancy situations where statutory consultation periods apply (see section 5), 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 Trust 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 school/6th Form
- 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.

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.

When statutory consultation periods apply, there is also a duty to give BEIS (formally BIS) the same amount of notice of proposed redundancies by the completion of a Form HR1, which is available on the BEIS website.

A copy of the completed Form HR1 will be sent to the trade unions/teacher associations together with the section 188 letter.

## **7. Making compulsory redundancies**

When it is not possible to avoid making compulsory redundancies, all affected employees and recognised trade unions AND/OR employee representatives will be advised that compulsory redundancies cannot be avoided. They will be consulted on the procedure that will then be followed and the criteria that will be applied to make a selection (where appropriate). Appropriate consultations will be carried out with the recognised unions in respect of any redundancy proposals. Individual employees will also be consulted in respect of their own particular circumstances.

Where more than one employee is employed in an affected role, selection will be carried out. The criteria used to select will be objective, robust, transparent, fair, non-discriminatory and based on the skills required to meet our existing and anticipated Trust needs.

Where selection for redundancy is confirmed, employees selected for redundancy will be given notice of termination of employment in accordance with their contract of employment and written confirmation of the payments that they will receive. Employees have the right to appeal against this decision. Timescales for appeals are as follows, but the Trust could vary these depending on the particular circumstances of the case:

- the employee should appeal within five working days' of notification that they have been selected for redundancy
- the case should be heard at a meeting chaired by the Principal/panel of governors within 28 days'
- a response should go to the employee within five working days' of the appeal meeting

During the notice period, we will continue to look for alternative employment for redundant employees and inform them of any vacancies that we have until their termination dates. The manner in which redundant employees will be invited to apply for and be interviewed for vacancies will be organised depending on the circumstances existing at the time. Alternative employment may be offered subject to a trial period where appropriate (see section 8 below).

## **8. Support mechanisms**

For alternative work/retraining the Trust will make every effort to redeploy any employee who is selected for redundancy to suitable alternative or alternative work. Where vacancies exist which appear to be suitable, redeployees will be considered in the first instance prior to consideration of any other candidates. Where they are deemed to meet the requirements of the post then they will be appointed. The Trust reserves the right not to appoint candidates who are not deemed to meet the requirements of the post; but will give consideration of whether such candidates could be appointed on the basis that they would meet those requirements within a reasonable time frame after reasonable further training or support is provided.

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.

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.

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.

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.

## **9. Trial periods**

An individual who is redeployed into an alternative post is entitled to a trial period of four weeks in the new job (maximum of 13 weeks only by agreement). This may be extended by mutual agreement for training purposes. If the alternative employment is found to be unsuitable by the employee following the trial, employment will be terminated on grounds of redundancy on the original terms. The employee will be entitled to a redundancy payment, if eligible.

An employee will not be entitled to a redundancy payment if he or she unreasonably refuses an offer of suitable alternative employment. In this situation, the employee's contract would still be terminated by reason of redundancy.

## **10. Time off**

An employee under 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 right should make the appropriate arrangements with their line manager.

## **11. Termination process and redundancy payment**

Employees who are dismissed for redundancy and who have a minimum of two years' continuous service with The Trust 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. The amount of this payment will be confirmed when the employee is selected for redundancy and the sum will be paid along with the employee's final salary payment or payment in lieu of notice. Depending on the circumstances, the school/6th Form may waive its right to insist on employees working their notice and instead give a payment in lieu of notice.

The Trust 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.