



Holy Trinity C of E Primary Academy

Vision Statement

Inspired by and rooted in Christian values and teachings, Holy Trinity CE Primary Academy will provide a caring, sharing environment which affirms the unique importance of each individual. The school will enable everyone to develop their skills, abilities and talents so that all are equipped to take their place as responsible citizens of the world.

POLICY DOCUMENT	Redundancy Policy & Procedure
Status	Recommended - This policy is based on model templates produced by various local authorities following consultation with Trade Unions/Professional Associations
Legislation	Employment legislation - RMO (under paragraph 8, section 3 of Schedule 1) +sub-section 17(4) of the Academies Act 2010
Lead Member of Staff	
Lead Governor (Monitoring)	
Publication/Revision Date	17/09/2013
Governor Committee	Full
Approval Date and by	17/09/2013
Review Frequency	Biennially or as necessary to comply with best practice, legislation and/or ACAS guidelines.
Date of next review	01/05/2017
Publication Date: Academy Website/ Staff information folder	
Chair of Governing Body signature	
Supporting documents	

1.0 Introduction

- 1.1 All staff that was transferred to Holy Trinity CE Primary Academy is protected by TUPE regulations, which means continuity of service is recognised for the purposes of calculating redundancy, maternity, sickness and holiday entitlements.
- 1.2 If any staff choose to change schools voluntarily, i.e. because they have applied for a vacancy not as part of a transfer, then TUPE protection does not apply. However both existing and new Academies are listed on the Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999. The Modification Order provides that where an employee moves employment between any bodies listed on the Modification Order without a break between these employments, all previous continuous service will be recognised for the purposes of calculating pay in a redundancy situation.

2.0 Implementation

- 2.1 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 when the policy and procedure have been reviewed.
- 2.2 This policy and procedure does not form part of staff contracts of employment and may be reviewed and changed from time-to-time at our discretion.

3.0 RESPONSIBILITY FOR REDUNDANCY

- 3.1 The Board of Directors (Governing Body) is responsible for deciding the number and the categories of employees working within the academy.
- 3.2 A number of responsibilities will be delegated to the Headteacher.
- 3.3 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.

4.0 THE LEGAL FRAMEWORK

- 4.1 The Employment Rights Act 1996 defines redundancy as a situation where:
- The employer ceases or intends to cease either to carry on the business for the purposes for which the employee was employed or to carry on the business in the place in which the employee was employed.
or
 - The requirements of the business for employees to carry out work of a particular kind or for employees to carry out work of a particular kind in the place where the employee was employed, have ceased or diminished or are expected to cease or diminish.

- 4.2 In the academy situation this could be interpreted as, for example, when the academy has to reduce its staffing establishment for budgetary reasons or the staffing at a school needs to be reorganised to respond to organisational or curricular changes.
- 4.3 Any termination of a contract of employment is a dismissal and must be as a result of action under the appropriate policy.
- 4.4 Employees directly employed under 'temporary' or fixed term contracts are protected under the Fixed Term Workers Regulations.
- Employees on temporary or fixed term contracts must be treated equally with permanent employees for redundancy arising for a reason other than the ending of the employee's individual contract.
 - If the redundancy is due to the ending of the employee's individual contract due to the reason given in the contract of employment.
- 4.5 Employees who are part-time are protected under the Part Time Workers Regulations. Part-time employees must be treated equally with full-time employees under this policy.
- 4.6 There is a legal requirement to consult.

5.0 Preventative Measures:

- 5.1 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.

6.0 Consultation:

- 6.1 The requirements concerning making 20 or more jobs redundant are not applicable due to current staffing levels falling below that number.
- 6.2 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.

7.0 Individual Consultation

- 7.1 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.
- 7.2 Those staff whose job is identified as at risk of redundancy will be informed and have the opportunity to participate in individual meetings with the headteacher. The purpose of these meetings will be to give them

information about the effect of any plans or proposals on their job; to ascertain individuals requirements; to let them know about any alternative job opportunities within the Academy; and for them to let us know if they have any ideas regarding ways in which we can avoid the need to make jobs redundant. Staff will also be informed of the methods we will use for selection and, in due course, the results of the selection process as they affect them.

- 7.3 Those ultimately selected to be made redundant, will be advised of this at an individual meeting and given notice in accordance with the relevant contract of employment, together with information on the redundancy payment due.
- 7.4 Although staff are expected to serve their 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.
- 7.5 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 headteacher 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 headteacher in the notice of dismissal. The period allowed by the headteacher for the employee to decide whether or not to enter any appeal will not be less than 5 working days.

8.0 Selection Procedure

- 8.1 Where a selection procedure is required, the proposed criteria will be disclosed as part of any consultation process.

The criteria will be:

- objective
- fairly, consistently and accurately applied
- non-discriminatory ie: not directly or indirectly on the grounds of any of the protected characteristics (equalities act).

- 8.2 In order to meet the need for objectivity, the criteria may include some or all of the following, according to their relevance:

- 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

- 8.3 Part-time employees and those on fixed-term contracts will be assessed against the same criteria as all other employees. Selection criteria may be assessed either via an audit or interview process, as determined on a case by case basis. The selection panel will normally include at least one Governor.

9.0 Appeals

- 9.1 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 headteacher will determine whether a new process should be started to select another employee for redundancy.

10.0 Notice Periods

10.1 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.

11.0 Suitable Alternative Employment

11.1 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.

11.2 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.

11.3 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.

12.0 Time Off to Look For Other Work

12.1 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.

13.0 Maternity Leave and Redundancy

13.1 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.

14.0 Outstanding Leave

14.1 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.

15.0 Right to be Accompanied

15.1 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 solicitor.

16.0 Redundancy Pay

16.1 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.

16.2 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.

16.3 Redundancy payments will be calculated in accordance with a formula laid down in statute. We will adhere to STPCD for teaching staff and the Wiltshire Scheme Terms and Conditions for support staff when calculating redundancy payments.

16.4 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.

17.0 Securing Alternative Employment

17.1 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.

18.0 Release of LGPS

18.1 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.

Document History

Date	Description