

ORGANISATIONAL CHANGE/REDUNDANCY POLICY & PROCEDURE

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1.0 PART 1 - POLICY

- 1.1 It is the policy of The Gryphon Trust, by careful forward planning, to ensure security of employment for all its employees as far as possible. This policy and procedure applies to all employees and should be read in conjunction with other policies and procedures that affect the employment of staff.
- 1.2 It is recognised that there may be times when a reduction in posts due to changes in organisational requirements cannot be avoided. This policy is designed to ensure that, when there is a need to reduce posts, natural wastage, voluntary reductions in hours, redeployment options to other suitable posts take place if possible, and where this is not possible, the policy sets out arrangements for voluntary and compulsory redundancy.
- 1.3 Where compulsory redundancy is unavoidable the school/trust will handle the redundancy in a fair, consistent and sympathetic manner.
- 1.4 The drafting of proposals for the restructuring of staffing provisions will be the responsibility of the headteacher and must clearly state:
- The rationale for the change
 - How these meet the strategic goals of the school/trust
 - The impact the proposals will have on staff
 - The anticipated costs of the reorganisation
 - The proposed savings if appropriate
 - A timetable for restructuring
 - Proposed implementation date
- 1.5 The headteacher will be expected to seek support and advice from the school's personnel adviser to ensure that any proposals meet the requirements of this policy and employment law.

2.0 PART 2 - PROCEDURE

2.1 MEANING OF REDUNDANCY

- 2.2 Under the Employment Rights Act 1996 an employee is dismissed because of redundancy if his/her dismissal is wholly or mainly attributable to:
- a) the fact that his/her employer has ceased or intends to cease
- i. to carry on the business for the purposes of which the employee is employed, or
 - ii. to carry on that business in the place where the employee is so employed, or
- b) the fact that the requirements of the employer's business
- i. for employees to carry out work of a particular kind have ceased or diminished and are expected to cease or diminish permanently or temporarily. This may be as a result of a reorganisation exercise.
 - ii. for employees to carry out work of a particular kind in the place where the employee is employed by the employer have ceased or diminished or are expected to cease or diminish whether permanently or temporarily.

3.0 AVOIDING REDUNDANCY

- 3.1 The school/trust will consider the following measures to minimise or avoid compulsory redundancy situations:
- natural wastage resulting from employees leaving
 - restrictions placed on recruitment

- retraining and redeployment to other suitable roles within the school/trust
- seek expressions of interest for voluntary redundancy
- consider increasing flexible working arrangements e.g. job share, part time contracts, reductions in hours
- hold other vacancies for redeployment opportunities
- review overtime, temporary and casual employment costs
- review other non-staff costs and whether savings can be made

4.0 COLLECTIVE CONSULTATION

4.1 In the event of **any** proposed reduction of staffing which affects the employment of existing staff, consultation with the recognised trade unions will be undertaken at the earliest opportunity and in good time prior to any redundancy taking effect. If redundancies are on a large scale*, at least 30 or 45 days in advance of the proposed redundancies taking effect, written statutory notification will be issued to the relevant recognised trade unions. Consultation will include discussions about:

- The reason for the proposals
- The number and descriptions of employees affected
- The total number of employees of any such descriptions employed by the school/trust
- The timing and method by way in which employees will be selected for redundancy
- The preferred method of calculating redundancy pay
- Clarification of the severance terms that the employees will receive.

NB Large scale redundancy involves the redundancy of 20 or more employees.

** In accordance with the trade union and labour relations (consolidation) act 1992 (amendment) order 2013 consultation must take place at least 30 days before the first dismissal takes effect if 20 – 99 employees are to be made redundant at the one establishment over a period of 90 days or less. If 100 or more employees are to be made redundant at one site over a period of 45 days or less consultation must take place at least 45 days before the first dismissal takes effect. Consultation with recognised trade unions will take place in accordance with the statutory requirements.*

5.0 CONSULTING WITH EMPLOYEES

- 5.1 Any affected employee will be notified of the proposal to declare his or her post redundant and the reasons for it. The employee will be invited to a meeting to discuss the matter. The employee should take all reasonable steps to attend the meeting. The employee may be accompanied by a work colleague or a trade union representative during such consultations. Individual meetings will normally be undertaken by the headteacher and, if appropriate, with the school's personnel adviser.
- 5.2 Initial information about redundancy proposals will be given through team meetings and/or the issue of a statement setting out the timetable for implementation of the redundancies. Any such announcement will state the reason for the proposed redundancies and the criteria proposed for selection purposes. Where statutory requirements for collective consultation apply (as in paragraph 4) the school/trust will observe those requirements.
- 5.3 Further consultation will continue with individual employees and his or her union representative or work colleague until redeployment or the termination of employment.
- 5.4 Employees will be entitled to be accompanied by a trade union representative or work colleague at all meetings if they so wish.

6.0 REDEPLOYMENT

- 6.1 The school/trust will consider whether employees likely to be affected by redundancy can be offered suitable alternative work or redeployment within the school or trust.

- 6.2 Where the redundancy situation is a result of a restructure, employees vulnerable to redundancy may be considered against the new structure and, where possible, “slotted” into a suitable post.
- 6.3 Slotting will be relevant where there is a close correspondence between an existing post and a new position (as a rule of thumb a 70% or greater match), in which case an individual should be appointed to the new structure, rather than being requested to compete. (Where there are more staff who can be slotted than posts available, a selection process will take place).
- 6.4 Other employees will be encouraged to apply for any remaining reshaped jobs in a limited competition process (known as “ring fencing”). Where an employee is not appointed to a post in the new structure, they will be considered to be in a redundancy situation, unless they can be redeployed to another vacant post.
- 6.5 “Bumping” occurs where an employee is redeployed into another role as a consequence of his/her position being made redundant, and another employee (who performs that role) is dismissed in the place of the employee who has been redeployed to this post. The school/trust would only usually consider ‘bumped’ redundancies where the employee who becomes redundant does so on a voluntary basis.
- 6.6 In a redundancy situation, all vacancies will be notified to the employee who may apply in the normal way and interviews for posts will be held and normal selection criteria will be applied. If more than one employee expresses an interest in the same post, all candidates will be interviewed before an offer of employment is made.
- 6.7 The school/trust will endeavour to ensure that offers of redeployment will be reasonable and relevant for the employee concerned and shall take account of the employees current job description, pay, status, location, working environment and hours of work. Any offer of alternative employment will be made in writing before the end of the current contract of employment, specifying such details as salary, grade and hours of work. Redeployment will take effect either immediately on the ending of the current contract of employment or no later than 4 weeks after its termination (in either event such termination will therefore not amount to a dismissal in law).
- 6.8 Where possible, reasonable opportunities for retraining, which may aid redeployment, will be available subject to financial and timing constraints.
- 6.9 Staff will be entitled to a statutory trial period of 4 weeks from the date of the new/ renewed contract of employment. The trial period will enable both the employee and the school/trust to decide whether the post is suitable. The trial period may be extended by mutual agreement for the purposes of retraining. If at the end of the trial period the headteacher, in consultation with the line manager or the employee considers the post to be unsuitable, the employee will be entitled to receive his or her statutory redundancy payment.
- 6.10 The trial period can be terminated by the employee or the school/trust, on reasonable grounds, in which case any statutory redundancy pay and any pay in lieu of notice will be paid.
- 6.11 Where a post is offered as redeployment (suitable alternative employment) which is one grade lower than the original post, the employee’s salary will remain at the higher level, for a period of up to 6 months or until the new salary exceeds the old if this is sooner. Following the maximum 6 month period of full salary protection, the element of pay relating to the protection will be 50% of the difference for a further 6 months at the end of which, the redeployee’s pay will have been reduced to the highest point on the pay range appropriate for the grade, if applicable.
- 6.12 There will be no entitlement to a statutory redundancy payment where:-
- An employee unreasonably refuses an offer of suitable alternative employment

- During a trial period, the employee unreasonably terminates or gives notice to terminate his or her contract of employment (and in the latter circumstances the contract is then terminated)
- The employee is redeployed into another role

7.0 VOLUNTARY REDUNDANCY

- 7.1 In some circumstances voluntary redundancy will be considered an option for employees. In these cases employees in a particular department or team will be invited to apply for voluntary redundancy. The school/trust is not obliged to accept volunteers but will consider any such requests prior to making compulsory redundancies.
- 7.2 Any employee seeking voluntary redundancy will be invited to a meeting to discuss the matter. The employee should take all reasonable steps to attend. The employee may be accompanied by a work colleague or trade union representative. Consultation will normally be undertaken by the headteacher, in conjunction with the relevant line manager.
- 7.3 The right to decide whether an employee will be granted voluntary redundancy will be made by the Senior Leadership Team. This decision will be final and there will be no right of review.
- 7.4 Staff whose application for voluntary redundancy is accepted, will be paid a redundancy sum as compensation for loss of office at the termination date, together with any pay in lieu of notice (if applicable). Redundancy payments are tax and NI free up to £30000. PILON payments are subject to normal tax and NI deductions.

8.0 SELECTION FOR REDUNDANCY

- 8.1 In a redundancy situation, the relevant recognised trade unions will be consulted about the selection criteria. The selection criteria will normally include: specific skills or competencies, qualifications and experience in relation to the needs of the curriculum area/department but will be determined as appropriate to the particular circumstances on each occasion.
- 8.2 Employees in the selection pool will have the opportunity to attend a meeting to discuss the selection for redundancy process and to make any representations they consider relevant. The headteacher and the school's personnel adviser (if required) will attend such meetings.
- 8.3 When a consultation exercise has been concluded, the selection panel which usually will comprise of the headteacher and SLT, will meet to apply the selection criteria. They will then write to any individuals selected for redundancy. The letter will confirm the reason for the redundancy, outline the consultation that has taken place and confirm that the school/trust has and will continue to seek suitable alternative employment up until the last day of service. This letter will also set out brief details of the statutory redundancy payments which the employee will receive on termination and will inform the employee of his or her right to appeal and how to do this.

9.0 COMPULSORY REDUNDANCY

- 9.1 Employees who are under notice of redundancy have such entitlement to reasonable paid time off to seek alternative employment including attending interviews or additional training.
- 9.2 Employees will normally be required to use accrued but untaken holiday entitlement during the notice period.
- 9.3 Employees who are to be dismissed by reason of redundancy will receive written notice of:
- The reason for the redundancy and where relevant, the criteria on which selection has been made
 - The effective date of redundancy

- The periods of notice to which the employee is entitled – periods of notice will be in accordance with the contractual entitlement or statutory provision; whichever is the more favourable
- Details of the way the redundancy payment has been calculated
- Pension information if applicable
- The opportunity to appeal against the decision

10.0 APPEAL

10.1 A redundancy appeal is likely to be made on the basis that:-

- The selection for redundancy was unfair
- That the consultation process was inadequate
- The proper operation of the procedures was inadequate

10.2 If an employee wishes to appeal against the decision to dismiss by reason of redundancy, the appeal must be made in writing to the clerk of governors/CEO without unreasonable delay and within 10 working days of the date on which the employee was notified of the decision to declare his or her post redundant.

10.3 An appeal against dismissal will be heard by a governor, supported by the school's personnel adviser within 10 working days of receipt of the letter, unless there is unavoidable reason for delay.

10.4 At the hearing the employee will have the right to be accompanied by a representative of a trade union or a work colleague. Until the outcome of the appeal has been decided the dismissal will remain in force. Where an appeal is against a dismissal decision, that decision will have immediate effect so that, if the dismissal is by notice, the period of notice will have begun at the date given in the decision. Any appeal will normally be held prior to the expiry of the notice period. However, in exceptional circumstances, if the notice period has expired there will be no liability to pay the member of staff for the period between that decision and the hearing of his or her appeal. If however the appeal is successful, the contract of employment will be re-instated and pay and service will be backdated to the date of the dismissal.

10.5 The decision of the hearing will be communicated to the employee in writing without unreasonable delay, normally within 10 working days. Communication to the employee will be made both electronically and by letter which will be sent recorded delivery.

11.0 COUNSELLING & SUPPORT

11.1 Any employee at risk of redundancy will be advised of a free and confidential service where they can access information, advice and support.

11.2 The school's personnel adviser will be available to support staff with dealing with change and uncertainty, searching and applying for jobs, and preparing for interviews if requested.

Citizens Advice New Forest are able to offer advice and support regarding redundancy pay, benefits, debt management, training and careers. They have an online chat service and offer telephone support.. Their website is www.newforestcab.org.uk/contact-us/new-milton

The **Money Advice Service** has free online advice regarding redundancy, money management, career changes and financial support that may be available. Their website is www.moneyadviceservice.org.uk

Further advice on career and learning opportunities can be obtained from the **National Careers Service** website at <https://nationalcareersservice.direct.gov.uk>

The **Education Support Partnership** is a support service that is available to all teaching staff. More information can be found on its website at: www.educationsupportpartnership.org.uk

12.0 TERMINATION PRIOR TO EXPIRY OF WRITTEN NOTICE OF TERMINATION

- 12.1 If under notice of redundancy the employee concerned obtains other employment before the expiry of the written notice the school/trust will, on request, make every effort to grant an early release taking fully into account the school/trusts operational needs. This means that the school/trust cannot guarantee to allow an early release when under notice of redundancy. Depending on the employer the redundancy payment may not then be made if continuous service can be protected with the new employer.

13.0 STATUTORY REDUNDANCY PAYMENT

- 13.1 Statutory redundancy payments are currently calculated as follows:-

- 1½ weeks' pay for each completed year of continuous service* with the school/trust between the ages of 41 and 65.
- 1 week's pay for each completed year of continuous service* with the school/trust between the ages of 22 and 40
- ½ week's pay for each completed year of continuous service* with the school/trust where age during the year is less than 22.

- 13.2 The statutory maximum for a week's pay is £506 per week (as at April 2018). This sum is reviewed by the Government annually.

*Continuous service with employers listed in the Redundancy Modification Orders will be recognised for the purpose of calculating the redundancy payment.

14.0 REVISION OR TERMINATION OF THIS POLICY AND PROCEDURE

- 14.1 This policy and procedure is not contractual and its operation will be periodically reviewed. Any amendment to it, after consultation with the recognised trade unions and approval by the board of directors, will be advised to staff who will also be informed of the date when the amendment will come into effect.

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