



Redundancy Policy

Schools serving their communities through excellence,
exploration and encouragement within the love of God.

The diocese of Lincoln is called to faithful worship, confident discipleship and joyful service and our church schools bear witness to our belief that every child is made in the image of God and loved by Him. They were founded for the good of their local communities so that children can be educated through the values and stories of Christianity.

Status

Consulted with recognised
Trade Unions - Not Agreed

Policy Owner: CEO LAAT
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Excellence

Exploration

Encouragement

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1. Introduction

- 1.1 This policy sets out the Lincoln Anglican Academy Trust's (LAAT) approach on handling all potential redundancy situations.
- 1.2 This policy does not form part of any employee's contract of employment and may be amended at any time in consultation with the recognised Trade Unions. Where contractual entitlements in respect of payments, notice periods and salary protections may apply, employees should refer to their individual contract of employment.

2. Definition of Redundancy

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

3. Scope and purpose of this policy

- 3.1. Our overriding aim is to avoid compulsory redundancies wherever possible. However, it is recognised that sometimes changes may make it necessary to consider redundancies. The purpose of this policy is to have a clear framework in place that sets out what we will do whenever reduction in employee numbers may become necessary.
- 3.2. 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 the grounds of any protected characteristic or against part-time or fixed-term employees.

4. Planning

- 4.1 The Trust will ensure that there is effective planning, financial management and resource allocation in place in the day to day and strategic management of the LAAT. We will carry out workforce planning and regularly review our staffing structure to ensure it is fit for purpose, supports teaching and learning and to minimise surplus staff situations. The Trust will engage with all relevant trade unions in a meaningful way at all stages of the process.
- 4.2 Our leadership team will provide information in relation to workforce planning and resources to our Board of Directors as required.
- 4.3 The HR Team will provide appropriate support and advice to managers and employees on the implementation of the policy.

The Trust will consider whether an equality impact assessment is necessary when considering action under this procedure.

5. Avoiding compulsory redundancies

- 5.1. Where redundancies are proposed, we will enter into consultation with those staff who are potentially affected and their trade union or workplace representatives at the earliest opportunity in order to provide the opportunity for all those concerned to discuss the problem and consider options or alternative ways of tackling the problem. Consultation should be meaningful and begin in good time. This will be in accordance with statutory requirements.
- 5.2. We will consult with all affected employees on an individual basis.
- 5.3. We will provide the recognised trade unions or elected employee representatives with sufficient information in writing, including:
 - a) The reasons for the proposals;
 - b) The numbers and descriptions of employees it proposes to dismiss as redundant or who are at risk of redundancy;
 - c) The total numbers of employees of that description employed at the establishment in question;
 - d) The proposed method of selecting the employees who may be dismissed;
 - e) The proposed method of carrying out the dismissals, including the period over which the dismissals are to take effect; and
 - f) The numbers of agency staff at the Academy, the areas that they are deployed in and the type of work they are undertaking.
 - g) proposals for calculating redundancy pay
- 5.4. As part of consultation, we will initially consider what steps we could take that could avoid the need to make compulsory redundancies. Examples of such steps include:
 - a) Reviewing the use of agency staff;
 - b) Restricting recruitment or a vacancy freeze in affected categories of employees and in those areas into which affected employees might be redeployed;
 - c) Natural wastage;
 - d) Retraining and/or redeployment within and across the Academy/Trust;
 - e) Reducing overtime/additional hours;

- f) Offering reduced working time including job-sharing or other flexible working arrangements, where these are practicable; and
 - g) 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.
- 5.5. Any measures we adopt will not adversely affect the Academy/Trust and the quality of teaching and learning provided to our pupils.

6. Voluntary Redundancy

In order to minimise the need for compulsory redundancies, the Trust will consider requests from employees for voluntary redundancies. Submission of a request for voluntary redundancy provides no guarantee that voluntary redundancy will be granted.

At the end of the consultation process, the Headteacher will write to the volunteer(s) to confirm whether their application for Voluntary Redundancy has been approved or not.

7. Fixed Term and Temporary Contracts

- 7.1. Employees on fixed term and temporary contracts should not be treated any less favourably than permanent employees. As long as the fixed term/temporary contract ends on the date or completion of the event originally specified then the employee may be fairly selected and there is no need to consider other employees doing similar work. These staff will still be entitled to a fair dismissal process which includes the right to make representations and appeal against the dismissal, appropriate notice and access to redeployment opportunities. If they have over 2 year's continuous service they may be entitled to a redundancy payment.
- 7.2. Where temporary and fixed term contracts have been extended, there may be an expectation from the employee that there will be a further extension; the temporary reason for the contract is therefore weakened. In these cases, it would be unfair to automatically select that individual; therefore, there should be a full consultation, which may involve the consideration of all employees doing similar work through the application of selection criteria.
- 7.3. Once an employee has accrued 4 years continuous service under successive contract renewals they will automatically become a permanent employee.

8. Support mechanisms

Alternative work/retraining

- 8.1. We will make every effort to redeploy any employee who is selected for redundancy to suitable alternative work and inform them of any

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vacancies that we have until their termination date. 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. While priority will be given wherever possible to employees under threat of redundancy, the Trust reserves the right to select the best available candidate in relation to any given vacancy. Employees selected for redundancy whilst on maternity leave have separate legal entitlement to be offered any suitable alternative.

- 8.2. An individual who is redeployed into an alternative post is entitled to a trial period of four weeks in the new job. This may be extended by mutual agreement for training purposes. If the alternative employment is found to be unsuitable following the trial, employment will be terminated on grounds of redundancy on the original terms.
- 8.3. 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.

In determining whether a job is suitable, the following criteria will be taken into account:

- a) how similar the work is to your current job
- b) the terms of the job being offered
- c) your skills, abilities and circumstances in relation to the job
- d) the pay (including benefits), status, hours and location

Time off

- 8.4. 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/Head Teacher and provide proof of attendance if requested to do so.

9. Making compulsory redundancies

- 9.1. When it is not possible to avoid making compulsory redundancies, all affected employees and, where appropriate, the recognised trade unions or elected employee representatives will be advised that compulsory redundancies cannot be avoided. We will consult with them on the procedure that we will follow and the selection criteria that we will apply (where appropriate).
- 9.2. Where more than one employee is employed in an affected role, a process of selection will be carried out. The criteria used to select will be objective, robust, transparent and fair and based on the skills required to meet our existing and anticipated Trust needs. We will consider the most appropriate method of selection in relation to the circumstances surrounding the specific redundancy situation.

- 9.3. Individual employees who are provisionally selected for redundancy following the application of the selection criteria will be informed of this decision and will be given the opportunity to appeal.
- 9.4. 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 (where applicable).
- 9.5. All employees will have the right to appeal against dismissal for redundancy and to exercise this right must formally lodge an appeal, addressed to the Headteacher, within 5 working days of receipt of notice of redundancy. The employee must set out in the letter the grounds for their appeal. The employee will be invited to an appeal hearing – this will be held at a reasonable time and place. The employee will have the right to be accompanied by a colleague or Trade Union representative of their choice. The Appeal hearing will be heard by a panel appointed by the Chief Executive Officer. No one hearing the appeal will have been involved in any earlier stages of the process. The grounds of appeal will be carefully considered and the employee will be given an opportunity at the appeal hearing to present their reasons for appealing and to state their case.
- 9.6. The Panel will reserve the right to hear the appeal in the individual's absence if they are unwilling to attend an appeal hearing at a reasonable time and place, if the hearing has already been rescheduled once at the employee's request. Any written submission, whether or not the employee is in attendance, will be considered by the panel. Additional evidence may also be considered by the panel, subject to it having been submitted to the panel no less than seven days before the hearing.
- 9.7. The employee will be informed of the decision in writing.
- 9.8. The outcome of the appeal hearing will be final.
- 9.9. Depending on the circumstances, the Trust may waive its right to insist on employees working their notice and instead give a payment in lieu of notice.

10. Redundancy payments

- 10.1. Employees with two or more years' service will be entitled to a statutory redundancy payment. The period of continuous service will be calculated with reference to the Employment Rights Act and the Redundancy Modification Order and the Trust's Redundancy policy.
- 10.2. The scheme allows for payments to be made to persons dismissed by reason of redundancy calculated by reference to their age and length of Service (up to a maximum of twenty years). This determines the number of weeks' pay due, which is then multiplied by an amount representing a week's pay (basic gross pay), subject to a limit.

- 10.3. The number of weeks due are calculated using the following formula:
- a) For service between the age of 18 - 21: 0.5 weeks' pay for each full year of service
 - b) For service between the age of 22 - 40: 1 weeks' pay for each full year of service
 - c) For service for age 41 and over: 1.5 weeks' pay for each full year of service

With a maximum award of 20 years' service.

- 10.4. A week's pay is what the employee is entitled to under the terms of their contract of employment. (If a week's pay is less than the statutory minimum then the statutory minimum will be used.) The calculation date for determining an amount for a week's pay is the date on which the Trust gives the employee the minimum notice to which they are legally entitled.
- 10.5. 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.

11. Salary Protection

- 11.1. Where an employee is redeployed to a post which is lower graded than their existing post the following salary protection arrangements will apply.
- 11.2. Teaching Staff receive a 'safeguarded sum' as defined in the 'School Teachers Pay and Conditions Document'.
- 11.3. Non-teaching staff will be assimilated to the closest scale point below their existing salary for the new post's grade and a personally protected sum that is the difference between the old and new salary will then be payable in accordance with the following criteria:
- a) Protection will apply for 1 year;
 - b) Protection will apply to the basic pay only;
 - c) Protection will apply for up to the difference between two grades;
 - d) Where alternative employment is found that is more than two grades lower than the substantive post then salary protection will be limited to the equivalent of two grades.

12. Pension Benefits

- 12.1. Under the Local Government Pension Regulations a pensionable employee whose service is terminated on the grounds of redundancy and who is aged 55 or over is entitled to immediate payment of pension benefits, without reduction, in accordance with the Regulations. There is a cost to the employer that should be taken into consideration when deciding on voluntary redundancy costs.

- 12.2. Teachers' pensions are governed by the regulations of the Teachers' Pension Scheme. Information relating to the conditions of a specific scheme can be requested from Teachers Pensions.
- 12.3. Employees should contact their trade union representative or appropriate financial advisor for further advice and guidance in relation to pension benefits.

13. Obtaining Employment with a Modification Order Body

- 13.1. If an employee is issued with a notice of redundancy and before the dismissal takes effect they accept an offer of employment from another body specified in Part II of Schedule 2 of the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999, as updated and amended, they will lose their entitlement to a redundancy payment.
- 13.2. This only applies where the relevant body makes the offer of a new job before the end of the employee's notice period with the Trust and the new employment starts within four weeks after the date of redundancy.

14. Review of Policy

- 14.1. This policy will be regularly reviewed by the Trust in consultation with the recognised trade unions. We will monitor the application and outcomes of this policy to ensure it is working effectively.