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# Dixons Academies Policy Documentation

## Policy: Redundancy

<u>Relationship to Other Policies</u>	<u>Status</u>
Not linked to any other policies.	<b>Ratified by the Governing Council January 2015</b>

**Responsibility for Review: Executive Principal/Director of Finance**  
**Date of Next Review: January 2017**

# Policy & Procedure

## 1. Purpose:

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 legislation or education policy, changes to our methods of working or changes to our internal structure can all affect the number of employees that we need and may 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.

## 2. Scope:

The Executive Principal has the ultimate responsibility for the fair and proper implementation of this policy. The FD has the responsibility for ensuring the Trust meets its statutory duties as an employer. The Principal is responsible for establishing the criteria for selection, consulting with staff, and leading the redundancy process. Appeals will be dealt with by the Governors.

## 3. Abbreviations and Definitions:

*Redundancy* . Definition taken from the ACAS advisory booklet, *Redundancy Handling*, April 2009.

For entitlement to redundancy payments under the Employment Rights Act 1996, redundancy arises when employees are dismissed because:-

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

In addition, for the purposes of the right to be consulted, which applies when an employer proposes to make 20 or more employees redundant in one establishment over 90 days or less, the law defines redundancy as dismissal for a reason not related to the individual concerned or for a number of reasons all of which are not so related:-

If redundancies may be contemplated, the following measures will be considered in the first instance in order to prevent these:-

- a pay freeze for a specified period;
- recruitment and advertising restrictions or freeze;
- voluntary transfer of staff into other suitable posts within the Academy;
- 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;
- exploring early retirement options;
- exploring voluntary redundancy options.

This list of measures is not exhaustive and we will carefully consider any other measures that are suggested via consultation.

## 5. Consultation:

Formal consultation is required by law only if 20 or more jobs are affected. Nevertheless, any redundancy process undertaken by one of our academies will follow the following good practice.

### **Stage 1: preparing draft proposals for workforce changes and starting consultation**

### **Stage 2: subsequent consultation meetings**

### **Stage 3: final consultation meetings**

### **Stage 4: implementation**

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 and to consult with them.

As soon as a general announcement has been made regarding the changes anticipated and proposed job redundancies, we will begin the process of consultation with staff in the affected groups. Where fewer than 20 posts are involved, consultation will last at thirty days; where 20 or more posts are affected, there will be a minimum 90 day consultation period.

If your job is then identified as at risk of redundancy, you will be informed and have the opportunity to participate in individual meetings, accompanied by a Trades Union representative, with a member of the senior leadership team. The purpose of these meetings will be to give you information about the effect of any plans or proposals on your job; to ascertain your requirements; to let you know about any alternative job opportunities; and for you to let us know if you have any ideas regarding ways in which we can avoid the need to make jobs redundant. You will also be informed of the methods we will use for redundancy selection and, in due course, the results of the selection process as they affect you.

If you are ultimately selected to be made redundant, we will advise you of this at an individual meeting and give you notice in accordance with your contract of employment, together with information on the redundancy payment due to you. Although you are expected to serve your 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.

employees are members of a trades union. Therefore, if we are made redundant, we will inform the appropriate trades union(s) and invite a representative to participate in the formal collective consultation process. Such participation by one or more trade union representatives will not create a de facto recognition agreement where we do not already have one.

## 6. Selection Criteria:

As part of the planning and consultation process, we will establish suitable objective methods for selecting employees whose jobs will be made redundant. The criteria will include the following points.

- Standard core competences.
- Job specific competences.
- Attendance.
- Disciplinary record.
- Appraisal records and achievement of objectives.
- Qualifications and Continuous Professional Development.
- On-going commitment to the Academy.

We will not make any selection based on criteria which could be construed as discriminatory. Part-time employees and those on fixed-term contracts will be assessed against the same criteria as all other employees.

## 7. Appeals

If you believe that the selection criteria have 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. Any such appeals will be heard by a Governors Panel with minimum of 3 members.

## 8. Suitable Alternative Employment:

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.

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.

If you are under notice of redundancy, you have a right to a trial period of between four weeks or more, as agreed by the Principal and yourself, 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 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.

## Other Work

and have been continuously employed by us for at least two years, you have the statutory right to take a reasonable amount of time off work to look for another job, or to arrange training. We shall also be open to providing other support, for example external consultancy or additional training as required. Any time taken off in excess of the agreed limit 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.

## 10. Individual Consultation Meetings

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 friend (unless they are also employed by us).

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.

## 11. Redundancy Pay

Redundancy pay calculations will be based on your average weekly salary over the last 12 months excluding any overtime, bonus or any other one off discretionary payments. You will receive an individual calculation of redundancy pay at the time you receive notice. However as a general guide your entitlement to redundancy pay will be calculated as follows:-

- Less than two years service: £nil.
- Over two years service and aged below 40 years at the time of redundancy: 1 week for each complete year of service.
- Over two years service and aged over 40 years at the time of redundancy: 1.5 weeks for each complete year of service up to a maximum of 30 weeks.

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.

## 12. Early Retirement

Should a teacher aged 55 or more apply to take premature retirement coupled with voluntary redundancy, the Academy may consider an enhancement of pension entitlement. A decision on whether or not to accept an employee's application for early retirement or redundancy is for the Governing Body, irrespective of the wishes of an individual.