

Redundancy policy

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1 Introduction

- 1.1 This policy sets out Beckfoot Trust's approach on handling all potential redundancy situations. However, the number of employees involved will determine how the process will be managed.
- 1.2 The policy has been implemented following consultation with recognised trade unions. It has been formally adopted by the Trust Board.
- 1.3 This policy does not form part of any employee's contract of employment and may be amended at any time.

2 Scope and purpose of this policy

- 2.1 It is recognised that certain changes (for example, a fall in roll, curriculum changes and budget reductions) 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 a reduction in employee numbers may be necessary.

The legal definition of redundancy situation:

"An employee who is dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to (a) the fact that the employer has ceased or intends to cease the business for the purposes of which the employee was employed, or to carry on that business in the place where the employee was so employed, or (b) the fact that the requirements of that 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 by the employer, have ceased or diminished or are expected to cease or diminish."

- 2.2 We will consider ways to avoid compulsory redundancy if possible, and 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.
- 2.3 As part of the application of this policy, the Trust will collect, process and store personal data in accordance with our data protection policy. We will comply with the requirements of **Data Protection Legislation** (being (i) the General Data Protection Regulation ((EU) 2016/679) (unless and until the GDPR is no longer directly applicable in the UK) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998, including the Data Protection Act 2018), in relation to how we collect, hold and share this personal data. We will provide workforce data in line with our Workforce Privacy Notice which sets out how we will gather, process and hold personal data of individuals during employment.

3 Planning

- 3.1 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 Trust. 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.
- 3.2 Our leadership team will provide information in relation to workforce planning and resources to our Trust as required.

4 Consultation

- 4.1 Where the changes proposed could result in redundancies, we will enter into consultation to provide the opportunity for all concerned to discuss the situation and consider options or alternative ways of responding. Consultation should begin in good time and will be in accordance with statutory requirements where applicable. Where the statutory requirements do not apply, we will determine a reasonable consultation period based on the proposal.
- 4.2 We will consult with all affected employees on an individual basis.
- 4.3 We will also consult with representatives of our recognised trade unions irrespective of the number of employees at risk of redundancy.
- 4.4 Where appropriate and in accordance with 4.3, we will provide the recognised trade unions or elected employee representatives with sufficient information in writing, including:
- The reasons for the proposals;
 - The numbers and descriptions of employees it proposes to dismiss as redundant or who are at risk of redundancy;
 - The total numbers of employees of that description employed at the establishment in question;
 - The proposed method of selecting the employees who may be dismissed;
 - The proposed method of carrying out the dismissals, including the period over which the dismissals are to take effect; and
 - The proposed method of calculating the redundancy payments (other than statutory redundancy pay).
 - The numbers of agency staff at the Trust, the areas that they are deployed in and the type of work they are undertaking.

4.5 We will consult on ways that we could avoid or reduce the need to make compulsory redundancies, if that is possible, or to mitigate the consequence of any dismissals. Examples of such steps include:

- Reviewing 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;
- Retraining and/or redeployment within and across the Trust;
- Reducing overtime/additional hours;
- Offering reduced working time including job-sharing or other flexible working arrangements, where these are practicable; and
- 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.

4.6 Any measures we adopt will not adversely affect the Trust and the quality of teaching and learning provided to our pupils.

5 Selection

5.1 Where a process of selection is required, the criteria used to select will be objective, robust, transparent, non-discriminatory 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 and the proposed selection criteria will be consulted on during the consultation process. Where there are the same number of incumbents as there are roles proposed to be reduced, then the selection criteria will be on the basis that they occupy that role.

5.2 Individual employees who are provisionally selected for redundancy following the application of the selection criteria will be informed and (where appropriate) invited to a meeting at which they will be given an opportunity to make representations that the application of the criteria is unfair or has been applied incorrectly as part of the consultation process.

6 Making compulsory redundancies

6.1 When it is not possible to avoid making compulsory redundancies, employees who remain at risk of redundancy will be invited to a consultation meeting to consider redundancy.

- 6.2 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 (and how it has been calculated) that they will receive (where applicable).
- 6.3 Employees will be given the opportunity to appeal against this decision. Details of the appeals process will be provided to the employees when the decision is made.
- 6.4 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.

7 Support mechanisms

Alternative work/retraining

- 7.1 We will make every effort to redeploy any employee who is selected for redundancy to suitable alternative work and inform them of any 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. Whilst 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.
- 7.2 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.
- 7.3 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.

Counselling service

Employees who are at risk of redundancy or who have been issued a notice of redundancy will be able to access the Trust's confidential counselling help line (Employee Assistance Programme). The contact details are as follows: 0800 028 0199.

Time off

An employee under notice of redundancy with at least two years' service 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 and provide proof of attendance if requested to do so.

8 Redundancy payments

- 8.1 Employees with two or more years' service will be entitled to a contractual redundancy payment. The period of continuous service will be calculated with reference to the Employment Rights Act and the Redundancy Modification Order. The Trust's redundancy payments are calculated using the following formula:

Teachers will receive a redundancy compensation payment based on the provisions of the Employment Rights Act 1996 (ERA). This payment will be calculated using the formula set out in the ERA which comprises a defined number of weeks' pay based on age and continuous service at the date when employment is terminated, up to a maximum of 20 years' service (See Ready Reckoner, **Appendix 1**)

A week's pay is that which the employee is entitled to under his or her terms of the contract at the 'calculation date'. The 'calculation date' is the date on which the employer gives the employee notice of dismissal on the grounds of redundancy. If the pay varies, the amount of the week's pay is averaged over the 12 weeks prior to the 'calculation date'.

A week's pay is made up of basic salary and any allowances that the employee is in receipt of at the 'calculation date' e.g. TLR/SEN/ Acting Allowance.

- 8.2 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.

9 Review of policy

- 9.1 This policy is reviewed and amended annually by the Executive and in consultation with the recognised trade unions. We will monitor the application and outcomes of this policy to ensure it is working effectively

Appendix 1 - Ready Reckoner - Statutory Redundancy Payments Table

To calculate the number of week's redundancy pay, cross reference the person's age and years of service and then multiply that number by the actual weekly salary. 61+ -The table stops at age 61 because for employees age 61 and over, the payment remains the same as for age 61.

Age	Service (Years)																			
	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
17*	1																			
18	1	1½																		
19	1	1½	2																	
20	1	1½	2	2½	-															
21	1	1½	2	2½	3	-														
22	1	1½	2	2½	3	3½	-													
23	1½	2	2½	3	3½	4	4½	-												
24	2	2½	3	3½	4	4½	5	5½	-											
25	2	3	3½	4	4½	5	5½	6	6½	-										
26	2	3	4	4½	5	5½	6	6½	7	7½	-									
27	2	3	4	5	5½	6	6½	7	7½	8	8½	-								
28	2	3	4	5	6	6½	7	7½	8	8½	9	9½	-							
29	2	3	4	5	6	7	7½	8	8½	9	9½	10	10½	-						
30	2	3	4	5	6	7	8	8½	9	9½	10	10½	11	11½	-					
31	2	3	4	5	6	7	8	9	9½	10	10½	11	11½	12	12½	-				
32	2	3	4	5	6	7	8	9	10	10½	11	11½	12	12½	13	13½	-			
33	2	3	4	5	6	7	8	9	10	11	11½	12	12½	13	13½	14	14½	-		
34	2	3	4	5	6	7	8	9	10	11	12	12½	13	13½	14	14½	15	15½	16	16½
35	2	3	4	5	6	7	8	9	10	11	12	13	13½	14	14½	15	15½	16	16½	17
36	2	3	4	5	6	7	8	9	10	11	12	13	14	14½	15	15½	16	16½	17	17½
37	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15½	16	16½	17	17½	18
38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16½	17	17½	18	18½
39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17½	18	18½	19
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18½	19	19½
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19½	20
42	2½	3½	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½
43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
44	3	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½
45	3	4½	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
46	3	4½	6	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½
47	3	4½	6	7½	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
48	3	4½	6	7½	9	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	24½
49	3	4½	6	7½	9	10½	12	13	14	15	16	17	18	19	20	21	22	23	24	25
50	3	4½	6	7½	9	10½	12	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	24½	25½
51	3	4½	6	7½	9	10½	12	13½	15	16	17	18	19	20	21	22	23	24	25	26
52	3	4½	6	7½	9	10½	12	13½	15	16½	17½	18½	19½	20½	21½	22½	23½	24½	25½	26½
53	3	4½	6	7½	9	10½	12	13½	15	16½	18	19	20	21	22	23	24	25	26	27
54	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	20½	21½	22½	23½	24½	25½	26½	27½
55	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22	23	24	25	26	27	28
56	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	23½	24½	25½	26½	27½	28½
57	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25	26	27	28	29
58	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	26½	27½	28½	29½
59	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28	29	30
60	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	29½	30
61+	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	29½	30