

Restructuring and Redundancy Policy

This policy applies across all partner schools in the Stephen Sutton Multi-Academy Trust (SSMAT). It is available on the SSMAT website and is accessible from our schools' websites.

POLICY APPROVAL and REVIEW

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1. Introduction

- 1.1. The Stephen Sutton Multi Academy Trust (SSMAT) is committed to ensuring, as far is reasonably possible, a secure and stable working environment, through the development and retention of its most valuable asset, the staff team. Through positive workforce planning, we will endeavour to maintain and improve the efficiency and effectiveness of provision in order to safeguard the current and future employment of our employees.
- 1.2. Nevertheless, circumstances can arise that affect some colleagues within the Trust, placing them at risk of redundancy.

2. Redundancy - Definition and Legal Basis

- 2.1. The Employment Rights Act 1996 defines a redundancy situation as one where:
 - (a) the Employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was employed, either generally or at the place where the employee was employed; or
 - (b) the requirements of the business for employees to carry out work of a particular kind, either generally or at the place where the employee was employed, have ceased or diminished or are expected to cease or diminish.
- 2.2. Employees with at least two years of continuous service are entitled to a redundancy payment. If an employee unreasonably rejects an offer of suitable alternative employment they will forfeit their right to a redundancy payment. A redundancy payment will not be paid where, before the end of their employment, the redundant employee receives an offer of employment with the Trust, or with a Modification Order employer, and accepts and starts the new job within four weeks of the date of the redundancy.
- 2.3. Under Section 197 of the Employment Rights Act 1996, the non-renewal of a fixed-term contract is a dismissal in law. Therefore, employees with at least two years' service, whose fixed-term contract is not renewed, may be entitled to a redundancy payment. Advice is sought from the Trust's HR provider with regard to any longstanding casual contracts.

3. Consultation

- 3.1. Where a school in the Trust is contemplating making changes to its employee establishment that may lead to a redundancy situation, meaningful consultation [refer to Paragraph 3 of Guidance Document] takes place on any proposals with individual employees affected by the proposal and with the appropriate recognised trade unions. Consultation involves considering ways of:
 - avoiding proposed redundancies;

- reducing the number of colleagues to be made redundant;
- mitigating the consequences of any redundancies;
- undertaking selection; and
- developing any ring-fencing arrangements.

3.2 Consultation, must begin 'in good time' and in any event:

- (a) is meaningful, regardless of the number of employees affected;
- (b) begins at least 30 days before the first dismissal takes effect, where the employer is proposing to make redundant 20 to 99 employees within a period of 90 days or fewer;
- (c) begins at least 45 days before the first dismissal takes effect, where the employer is proposing to make redundant 100 or more employees within a period of 90 days or fewer.

Advice will be sought from the Trust's HR provider, regarding which consultation period applies at the time when redundancies are being considered. Consultation must be completed before redundancy notices are issued to colleagues.

4. Disclosure of Information

4.1. There is a statutory responsibility for employers, under Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 (TULCRA), to disclose prescribed information to appropriate representatives. Therefore, the school / Trust must provide (as the content of a 'Business Case') the following information to the appropriate recognised Trade Unions [Branch Secretaries] and staff during, or prior to, the consultation period:

- the reasons for the proposed redundancy;
- the total number of employees affected by the proposals, including a pre and post restructure organisation chart with names, grades and job titles;
- the number and description of roles at risk and, therefore, identification of employees who may be made redundant (either voluntarily or compulsorily);
- job descriptions (old and new, where appropriate);
- the proposed method of selection for redundancy;

- the proposed method of how the redundancies will be carried out, including the period over which redundancies are to take effect;
 - the proposed method of calculating redundancy pay; and
 - the number of agency workers employed by the school; and the type of work they are doing.
- 4.2. Under the Trade Union and Labour Relations (Consolidation) Act 1992, Part IV, Chapter II, the Trust is responsible for notification of the Insolvency Service, within the Redundancy Payments Service (RPS), if it proposes to make 20 or more workers redundant at one establishment over a period of 90 days or fewer.
- 4.3. In such circumstances, the Trust issues a formal notification [HR1 Form]. The notification to the Secretary of State must be received by RPS before redundancy notices are issued, and at least 30 or 90 days (determined by the number of employees involved) before the first termination date.
- 4.4. During meaningful consultation, the school considers any representation or counter proposal submitted in writing by affected employees, or the appropriate recognised Trade Unions, and will reply, within a reasonable period, to any submissions received ahead of the commencement of the selection process. The Trust's HR provider is consulted for specific advice.

5. Displacement

- 5.1. Where the proposals involve the displacement of colleagues, the school, in consultation with the appropriate recognised trade unions, seeks to avoid compulsory redundancies by considering the adoption of the following measures, where practically possible, bearing in mind service constraints, legislation, and the need to maintain services:
- natural wastage;
 - restrictions on recruitment to posts;
 - reducing, or eliminating, other payments, including overtime;
 - reducing hours across affected groups of staff (if, following appropriate consultation, they agree);
 - non-renewal of fixed-term and temporary contracts at the point of expiry, e.g. where individuals have been brought in specifically to complete particular tasks;

- seeking applications for early retirement and/or voluntary redundancy;
- redeployment with appropriate training, as necessary, and agreed trial periods.

6. Voluntary Redundancy / Retirement

- 6.1. In addition to the above, a school's Governing Body will consider, on a case by case basis, volunteers across the full staff group to opt for early or flexible retirement, under the schemes operated at that time. The Governing Body will be consider all requests, but it reserves the right to determine release, taking into account current and future operational requirements. An agreed selection exercise is conducted, where there are more volunteers than roles that can be vacated.

7. Redeployment

- 7.1. Any colleague, who is at risk of redundancy, will be subject to the provisions for redeployment that are in place across the Trust at the time. Legally, there is an obligation to consider suitable alternative employment for redeployees and, conversely, redeployees should show reasonableness in rejecting or accepting any suitable alternative employment.
- 7.2. The Trust considers any other redeployment opportunities within the colleague's own school, or elsewhere in the Trust, that may be suitable for the 'at risk' employee. In addition, the Trust seeks redeployment opportunities elsewhere, where possible, particularly within schools within reasonable travel distance.
- 7.3. The school provides relevant re-training and redeployment of existing employees into appropriate vacancies, where possible, to maximise opportunities and minimise redundancies. Appropriate funding for this training is the responsibility of the colleague's originating school. In this event, the originating school retains the right to determine the suitability of candidates for re-training and redeployment, taking into account their skills.
- 7.4. Where appropriate, salary protection is considered, in line with the Trust's Pay Policy.

8. Governors' Panel Structure

- 8.1. The Governing Body nominates two separate panels (with a Chair for each) as follows:
- a Selection Panel - to consider a staffing structure and identify staff for displacement; and
 - an Appeals Panel - to consider any appeals.

- 8.2. Where the Headteacher / Governing Body at a school judge that there is a significant possibility of staffing reductions, they ensure that the appropriate panels are formed in advance of the process.
- 8.3. No governor may be a member of both panels and there should be no discussion between members of the two panels about any decisions under consideration. There should also be no discussion with any other individuals, apart from other members of the Selection or Appeals Panel.
- 8.4. The Headteacher, or other nominated senior member of staff in school, provides evidence and information to each committee in an 'expert advisor' capacity. The Headteacher may be present at both panels and make a contribution to the meetings, but is not part of the decision-making process.
- 8.5. SSMAT has a statutory entitlement to send a representative to all proceedings relating to dismissals and offer advice. Any advice offered must be considered by the Governing Body when reaching a decision.
- 8.6. Neither staff governors, nor parent governors, serve on either committee.
- 8.7. The Selection Panel comprises three governors and the Appeals Panel has at least as many members as the Selection Panel (usually three). Advice and guidance should be sought from the Trust's HR provider throughout any redundancy process.

9. Selection Criteria for Compulsory Redundancy

- 9.1. Where it is shown that fewer employees are required in a particular work group and changes cannot be achieved by voluntary measures, the school will consult with recognised trade unions on the method of selection and can either use agreed selection criteria or selection by competitive assessment, e.g. through a formal interview process.
- 9.2. The selection method is carried out by the Selection Panel, with advice from the Headteacher or their representative. The application of the criteria must be lawful, objective, fair, reasonable and evidence-based (anonymised where necessary), with the same criteria applied to all affected employees.
- 9.3. As part of the consultation, the recognised trades unions are consulted on the process, in order to:
 - establish the pool of colleagues from which selection will be made; and
 - establish the relevant selection method, inclusive of criteria and weighting, where appropriate.

- 9.4. Employees are not selected for redundancy, purely on the basis that they are employed under a fixed-term contract, unless this can be justified objectively.
- 9.5. The Governing Body, or Headteacher (if nominated), notifies those colleagues selected for redundancy individually and face to face, and then confirms this in writing.

10. Appeals

- 10.1. A colleague selected for redundancy has the right of appeal against dismissal.
- 10.2. The appeal is submitted in writing to the Governors' Appeals Panel within a period of 10 working days following receipt of written confirmation of the notice of redundancy. The grounds on which the appeal is being made must be stated.
- 10.3. The Appeals Panel considers the case, and the colleague has the right to be accompanied at the hearing by a trade union or workplace colleague of their choice

11. Re-engagement following Redundancy or Early Retirement

- 11.1. Former employees who wish to apply for future vacant posts with SSMAT will be considered in open competition with other applicants, in line with normal recruitment practices.
- 11.2. If a colleague is re-engaged in employment by the Trust within four weeks, continuity of service is not broken and the colleague is required to return any redundancy pay received. Where the redundancy pay does not need to be paid back and the colleague is made redundant again at a later date, redundancy pay will only be for the remaining service period following re-engagement.

12. Further Information

- 12.1. Further advice and guidance on this policy, or specific circumstances covered by this policy, can be obtained via the Headteacher, the Trust's Executive Director or the Trust Business Manager, who will liaise with the Trust's HR provider, as required.

Stuart Jones; Sep. '18