



## Redundancy Policy – Schools

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### Appendix 1 – Salary Protection Arrangements

### **This policy must be read in conjunction with the Redundancy Policy Guidance – Schools.**

#### **1. Introduction**

- 1.1 The policy outlines the legal framework and should be read in conjunction with the guidance which provides a practical approach to handling redundancies and good practice.
- 1.2 The school is committed to avoiding compulsory redundancies wherever possible, however, it is recognised that there may be changes in circumstances, organisational requirements and technological developments, which may affect staffing needs within schools resulting in a reduction in the overall number of employees.
- 1.3 Managers, employees and recognised Trade Unions will work together positively to consider options that would mitigate against compulsory redundancy. Where compulsory redundancy is unavoidable the school will endeavour to handle the situation in the most fair, consistent and sympathetic

manner possible, whilst ensuring it meets its obligation to consider suitable alternative employment.

- 1.4 This policy assumes that the Governing Bodies of Foundation, Voluntary Aided and Foundation Special Schools, have agreed in writing that the LA and, where appropriate, the Diocese can attend meetings, interviews and hearings in an advisory role. In the absence of such an agreement the Secretary of State can make the determination about who can attend these meetings. For Community, Voluntary Controlled, Community Special and Maintained Nursery Schools, the LA has an automatic right to attend in order to provide advice.

## **2. Scope**

- 2.1 This policy applies to all employees within Community and Voluntary Controlled schools where the Local Authority (LA) is the employer. It is also commended to all other schools in the borough and should be adopted by Governors accordingly.

## **3 Definitions**

**Redundancy** – See statutory definition of redundancy – Section 6.

**Manager** – the Headteacher, Deputy Headteacher, another member of the school's Senior Leadership Team, Chair of Governors, or another nominated person.

**Employee** – includes Teachers, Headteachers, Deputy Headteachers, Assistant Headteachers and Support Staff.

**Representative** – The right to representation includes an official of a recognised Trade Union or colleague; it does not include legal representation.

**LA (Local Authority)** - means Blackburn with Darwen Borough Council, acting in its capacity as a maintaining local authority for schools in its area.

**LA Representative** – a representative of the authority including any officer designated by the Director for Children's Services, their role being to advise the Governing Body and the school management team.

**Organisation** – The organisation is the school.

**Designated Manager/Panel** – the person or persons who may dismiss or make a determination to dismiss. This will be the Headteacher where the Headteacher has delegated responsibility to dismiss.

Where the Headteacher does not have delegated responsibility, or due to previous involvement is not able to exercise their delegated responsibility, or the Headteacher is being considered for dismissal, this will normally be a panel of 3 Governors.

**Appeal Panel** – this will normally comprise a panel of 3 Governors.

#### **4. Roles & Responsibilities**

##### **4.1 Local Authority will**

- support schools with workforce planning whilst balancing organisational requirements;
- provide advice and support to schools;
- where appropriate, attend formal meetings in an advisory capacity;
- support the school in considering and seeking suitable alternative employment;
- (where the LA is the employer): issue the relevant notice to employees affected by redundancy dismissal.

##### **4.2 Governing Body will:**

- review at its first meeting in the school year the membership of its committees including any panels which may be needed in connection with redundancies;
- comply with the redundancy policy and be fair and consistent in its application, to be supportive towards employees and to avoid discrimination;
- determine selection criteria in consultation with recognised Trade Unions.
- Confirm what authority will be delegated in the Redundancy process (via the School's Delegated Authority Decisions Sheet).  
(where the GB is the employer) issue the relevant notice to employees affected by redundancy dismissal

##### **4.3 Managers will:**

- undertake effective workforce planning by considering the current and future needs of the service based on national or local changes, budget requirements, organisational priorities and efficient practices;
- engage with the affected employee(s) at the earliest opportunity regarding any proposed change;
- undertake early and meaningful consultation with employees and recognised Trade Union Representatives;
- ensure the statutory consultation timescales are followed in circumstances where the numbers of employees trigger the requirement;
- outline the reasons behind the proposals and give employees the opportunity to ask questions and put forward ideas or alternatives for consideration;

- keep a record of all individual and group consultation discussions;
- actively consider and respond to the views and ideas of employees throughout the process;
- be objective, fair and reasonable in their decision making and application of this policy;
- provide support appropriate to the circumstance and be empathetic towards employees during this time;
- explore alternatives to redundancy which will mitigate the need for compulsory redundancies;
- explore suitable alternative employment for eligible employees where there is a genuine likelihood of compulsory redundancy;
- offer any additional support to employees, where required;
- seek advice and/or support from their HR Provider and the LA before any proposed action is taken.

**4.4 Employees will:**

- actively engage in any discussions regarding any proposed changes;
- take the opportunity to suggest ideas or alternatives which would seek to avoid or minimise compulsory redundancies whilst meeting the needs of the school;
- fully engage in seeking suitable alternative employment where they are eligible and vulnerable to redundancy.

**4.5 Recognised Trade Unions will:**

- engage in dialogue about potential organisational change with the Headteacher/Governing Body;
- discuss and agree an appropriate level of ongoing dialogue/consultation with the Headteacher/Governing Body;
- respond to management consultation on organisational changes;
- support their members collectively throughout the process as requested;
- support individual members of their trade unions on request at informal and formal meetings to discuss changes to terms and conditions and/or potential redundancy.

**4.6 HR Provider will:**

Provide advice and support regarding the application of policies and good management practice throughout the process, with due regard to:

- The legal framework;
- Consistency of approach and decision making;
- Equality and fairness in the application of the policy and guidance.

## **5. Principles**

There are a number of key principles that underpin this Policy, which are:

- that the School will fully comply with its statutory obligations in relation to consultation with employees and where appropriate their representatives;
- wherever possible the School will seek to mitigate against compulsory redundancy and ensure that the total number of redundancies is kept to a minimum; and
- selection for redundancy will be based on clear, objective criteria and be fairly applied.

## **6. Legal Framework**

### **6.1 Definition of Redundancy**

Under the Employment Rights Act 1996, an employee is dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to the fact that:

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

### **6.2 Consultation Requirement**

Employees and recognised trade unions will be advised and consulted with at the earliest opportunity on any proposed changes in the workplace, which may affect a role or result in a role being vulnerable to redundancy.

Initial consultation with the recognised trade unions will include discussions relating to the business case and the future needs of the school.

The law states that when proposing to make 20 or more employees redundant at one establishment within 90 days, an organisation must:

- consult with any recognised trade union or, if none, with other representatives appointed/elected by the employee;
- all consultation should take place in good time and as soon as reasonably practical. In addition, consultation must begin:
  - at least 30 days before the first dismissal takes effect if 20 to 99 employees are to be made redundant at one establishment over a period of 90 days or less;

- at least 45 days before the first dismissal takes effect if 100 or more employees are to be made redundant at one establishment over a period of 90 days or less;
- consult on ways of avoiding dismissals, reducing the numbers to be made redundant and mitigating the effect of the dismissals with a view to reaching agreement with the appropriate representatives;
- disclose in writing to the appropriate representatives the required information concerning the proposed dismissals; (see section 6.3);
- notify the Redundancy Payments Service before formal consultation starts. The notification must be given at least 30 or 45 days in advance of the first dismissal taking effect, depending on the number of proposed redundancies. See paragraph 6.5 below in respect of this requirement. Failure to comply is a criminal offence and may result in a severe fine.

Where it is proposed to make less than 20 staff redundant within 90 days, even though the statutory requirements are not mandatory in such cases, schools should still follow an appropriate process and comply with legislative requirements seeking advice and support from their HR provider (normally 30 days consultation).

### 6.3 Information which must be disclosed

An organisation must disclose in writing to the appropriate representatives the following information concerning proposals for redundancies so that they can play a constructive part in the consultation process:

- the reasons for the proposals together with the information which is appropriate and relevant to those proposals;
- the numbers and descriptions of employees it is proposed to dismiss as redundant;
- the total number of employees of any such description employed at the establishment in question;
- the way in which employees will be selected for redundancy;
- how the dismissals are to be carried out, taking account of any agreed procedure, including the period during which the dismissals are to take effect;
- the method of calculating the amount of redundancy payments to be made to those who are dismissed;
- agency workers: the number of agency workers currently working for the organisation, where they are working and the type of work they are doing.

### 6.4 Suitable Alternative Employment/Redeployment

#### Redeployee status

As soon as an employee is notified in writing that his/her continued employment is at risk, he/she will acquire redeployee status. Wherever possible, redeployee status should be conferred in advance of notice of termination being issued.

Redeployee status will continue until one of the following events occurs (whichever is soonest):

- the employee is offered and has accepted alternative employment; or
- the date of termination of employment; or
- the employee is notified that he/she is no longer on the “at risk” register due to changed organisational circumstances.

An employer has a legal obligation to take reasonable steps in seeking to find suitable alternative employment for employees who are at risk of redundancy (but for fixed term/temporary workers to be eligible to be considered for suitable alternative employment an employee must have two years continuous service (See Fixed Term Contract Guidance) The School expects that all employees and managers will fully engage in looking for suitable alternative employment in order to provide the best opportunity for affected employees to be successfully redeployed.

During the notice period the School will continue to identify any suitable alternative roles to avoid the need for a compulsory redundancy. Suitability will be assessed, for example, by reference to job content, location, status, pay, hours or qualifications. In relation to pay, please note that redeployees will be afforded salary protection in line with relevant national and local terms (full information is contained in Appendix 1 of this policy).

Where the LA is the overall employer, schools should liaise with the LA to explore wider redeployment opportunities that may be available.

#### Offers of alternative work

Any offer of alternative work should be put in writing to the employee even where the manager believes that the offer may be rejected. The offer should show how the new employment differs from the old and must be made before the employment under the previous contract ends. The offer must also be for the new job to start either immediately after the end of the old job or after an interval of not more than four weeks.

- Employees who unreasonably refuse an offer of suitable alternative employment may lose any entitlement to redundancy pay.
- Unreasonable refusal may arise where the differences between the new and old jobs are negligible.
- Refusal may be reasonable if the new job would cause a significant domestic upheaval, for example, if there was a considerable change in working hours or a need to move house.





- What may amount to ‘unreasonable refusal’ is a matter of fact and degree with each case being considered on its own merits.

Where an employee does not consider an offer to be reasonable they must discuss their reasons with their manager. These reasons will then be considered and a decision made. The employee may be represented at such a meeting. Where, after consideration, the employee’s reasons are found to be reasonable, they will not lose their entitlement to a redundancy payment and further redeployment opportunities will continue to be sought until the effective date of redundancy.

Where an employee’s objections are not considered reasonable then the employee will be advised in writing that they will no longer be entitled to a redundancy payment due to the fact that they have refused a reasonable alternative offer of employment.

The employee will be able to appeal against the decision to the Governing Body. Any appeal must be submitted in writing within 5 working days of receipt by the employee of the written decision, and must set out the grounds for appeal. In the event of their appeal being unsuccessful the offer of a suitable alternative will stand and the employee will get one further opportunity to consider it. If they still refuse this offer then they will lose their right to a redundancy payment unless they accept another redeployment opportunity before the effective date of redundancy.

#### Trial Periods

An employee who is under notice of redundancy has a statutory right to a trial period of four weeks in an alternative job where the requirements of the new contract differ from the original contract.

Trial periods may be extended beyond four weeks, by agreement, for the purposes of retraining or where holidays have coincided. The extended trial period must be set out in writing before the start of the new contract, specifying the date on which the period of retraining will end and the terms and conditions that will apply at the end of the retraining period.

If an employee works beyond the expiry of any trial period or agreed extension for training then they will be deemed to have accepted the new employment and as such will lose any right to a redundancy payment.

Please see the “Trial Period” section in the Guidance document for full details regarding this.

For further advice and guidance the school should contact their HR provider.



## 6.5 Redundancy Notification Requirements

An organisation must notify the Redundancy Payments Service (RPS) before a consultation starts in accordance with the following timeframe:-

Number of proposed redundancies	When notification to RPS must be given
20 to 99	30 days before the first redundancy
100 or more	45 days before the first redundancy

This information would be completed and actioned by the Headteacher in consultation with the HR provider. Further details can be found on the website: <http://www.bis.gov.uk/assets/insolvency/docs/forms/redundancy-payments/hr1pdf>

## 6.6 Notice Requirements

Following the conclusion of the redundancy consultation any employee selected for redundancy must be issued with the following notice periods:

**Support Staff** - The period of notice to terminate a contract is defined in the Green Book and is as follows:

Length of service	Notice Requirement
1 month to 2 years	At least a week
2 years to 12 years	A week's notice for every year employed
12 or more years	12 weeks

**Teachers** - The period of notice to terminate a teacher contract is defined in the Burgundy Book and is as follows (unless statutory notice is greater).

Termination date (end of term)	Minimum notice	Max notice – statutory – one week for each year of service up to 12 weeks for 12 years
Summer term – 31 <sup>st</sup> August	3 months – to be issued by 31 <sup>st</sup> May	3 months – to be issued by 31 <sup>st</sup> May
Autumn term – 31 <sup>st</sup> December	2 months – to be issued by 31 <sup>st</sup> October	12 weeks – to be issued by 8 <sup>th</sup> October
Spring term – 30 <sup>th</sup> April	2 months – to be issued by 28 <sup>th</sup> February	12 weeks – to be issued by 6 <sup>th</sup> February

**Headteachers** - minimum 3 months' notice – 4 months in the summer term.



To ensure that schools comply with these requirements, any workforce planning must be undertaken well in advance to allow for the consultation and notice period requirements. Your HR provider should be able to assist with the timelines.

## 6.7 Redundancy Pay

Any employee who is selected for redundancy who meets the relevant criteria may be eligible for a statutory redundancy payment. To be eligible, an individual must:

- be an employee working under a contract of employment;
- have at least 2 years' continuous local government service;
- have been dismissed.

Any payments made in compensation to employees who are dismissed by reason of redundancy will be in accordance with the statutory entitlement scale of payments **except** that the provisions relating to the maximum weekly wage will not apply.

**Please note:** If an employee at risk of redundancy is successfully redeployed he/she will not be entitled to a redundancy payment. An employee will also lose his/her potential entitlement to a redundancy payment and the opportunity to be considered for further redeployment if he/she:

- refuses an offer of alternative employment considered suitable by the School, without good reason; or
- is dismissed for misconduct during the trial period; or
- resigns during his/her notice period without a mutual agreement with the department about leaving before completing their notice period.

A redundant employee also has the right to a written statement setting out the amount of redundancy payment and how this was worked out. Appendix E of the Redundancy Guidance provides full details of how such payments are calculated.

Schools must ensure that any payment made complies with any necessary regulations.

In the event that a member of staff receives an offer of employment from another employer covered by the Redundancy Payments (Local Government) (Modification Order) before their contract ends with the School and they take this offer up within 4 weeks of their effective date of redundancy then the employee will not qualify for redundancy pay (but their local government service will be treated as continuous). In the event that the redundancy payment had already been made, the employee would be required to repay it.

## 7. Notification to the LA

At the earliest opportunity, whenever redundancies are anticipated the Manager should inform and obtain advice both from the LA and their HR Provider.

If the employee/s in question is employed within a community or controlled school where the LA is the employer, the Authority must be contacted as soon as possible. Consideration should also be given to notifying the LA even where the LA is not the employer as it will be in a position to provide information on possible vacancies in other schools.

### **N.B.**

In some cases an employee/s contract may not limit their work to a particular school but allow placement to other schools within the LA. Members of staff who are employees of the LA may work at more than one school as a matter of routine. A Governing Body cannot declare an employee with a contract of this kind redundant on its own. It must tell the LA it wants to reduce its staff and ask the LA to consider other suitable posts. If there are none the LA will then start redundancy proceedings. Only at the end of these proceedings, after being informed by the LA, can the Governing Body decide that an employee is redundant.

As the ultimate employer of staff in community, voluntary controlled and maintained nursery schools, the Local Authority must be notified of any hearings or appeal hearings considering dismissals under this policy. If the LA is not on the panel for such hearings, then the LA must be informed of the panel's decision before it is communicated to the employee.

## 8. Formal Procedure

### 8.1 Step One - Initial Notification

The Headteacher will notify the recognised trade unions and employees that a decision has been made to consult with regard to potential redundancies.

### 8.2 Step Two - Consultation with recognised Trade Unions and other bodies

The School will start the statutory consultation process with the recognised trade unions. The Headteacher will involve the HR provider and keep the LA informed.

### 8.3 Step Three - Initial Consultation with employees



Individuals who are at potential risk of redundancy will be invited to a meeting, advised of the situation and given the opportunity to put forward suggestions to avoid or minimise the redundancy situation. The employee may be accompanied at the meeting by a recognised Trade Union representative or colleague. Consideration should be given regarding the possibility of suitable alternative roles for those employees who qualify for redeployment, as detailed below.

Wherever reasonably practical, all suitable expressions of interest in voluntary redundancy will be invited. All such expressions of interest will be considered. However, the organisation reserves the right to refuse any application for voluntary redundancy either on financial grounds and/or in order to retain required skills and experience.

#### **8.4 Step Four - Consultation Outcomes**

Following the initial consultation and depending on the particular circumstances and on the impact of alternatives to redundancy such as:

- redeployment – see 6.4 above;
- voluntary Redundancy – see 8.4.1 below;
- alternative working arrangements such as reduced hours and/or job share;
- early/flexible retirement – see 8.4.2 below;
- transferred redundancy – see 8.4.3 below;
- re-structures (with or without ring-fencing/slotting in) – see 8.4.4 below,

It may be necessary to apply selection criteria to identify the employees affected by redundancy.

##### **8.4.1 Voluntary Redundancy**

Voluntary redundancy (VR) occurs where an employee volunteers themselves for redundancy, thereby reducing the need for the compulsory redundancy of another employee. Volunteers for redundancy may apply from both within and outside of the 'at risk' group of employees within a school. All VR applications will be considered based on the needs of the school.

##### **8.4.2 Early and Flexible Retirement**

Subject to the rules of the relevant pension scheme, it may be possible to consider applications for early retirement and/or flexible retirement. However, all such applications will be considered based on the needs of the school and the school retains the right to refuse such applications either on financial grounds and/or in order to retain required skills and experience.

#### 8.4.3 Transferred Redundancy

A transferred redundancy occurs where an employee from a different school volunteers for redundancy on the basis that the school will consider replacing the volunteer by appointing an employee from amongst those facing compulsory redundancy. However, this can only occur where the receiving school agrees that the 'at risk' applicant is suitable and agrees to the proposal.

#### 8.4.4 Re-structures – Ring-fencing/Slotting-In

A re-structure may occur within or prior to the redundancy process, and as a result the organisation may have to carry out a recruitment process (e.g. where 2 out of 6 jobs in a department are to be deleted). Such a recruitment process may be "ring-fenced" – i.e. the appointments to the remaining posts will only be made from within the group of employees who are vulnerable to redundancy in that department.

Alternatively, existing employees within the 'at risk' group may be "slotted" into posts within the new structure. However, it is vital to ensure that other employees are not placed at an unfair disadvantage by this process and therefore schools must consult H.R. in relation to any such process.

See guidance for further details. Every effort should be made to consider all of the above and any other available alternatives in order to avoid compulsory redundancies.

#### 8.5 Step Five – Selection Process and Criteria

If all other options to avoid compulsory redundancies have been considered, but do not achieve the required outcome, then the selection process must be carried out to identify employees for compulsory redundancy. The overall selection process (selection and verification) will be carried out by two managers.

The School will consider the status of the employee's employment contract i.e. any remaining temporary employees with less than 2 years' continuous service will be selected for redundancy first wherever appropriate. The selection criteria to be applied for all other employees will be consulted upon with the recognised Trade Unions and may include:

- skills, knowledge and experience;
- qualifications;
- performance (based on appraisal data), capability and behaviour;
- disciplinary record;
- attendance record;
- future value to the organisation to meet the present and anticipated service needs;
- loyalty service (see Appendix B of the Redundancy Policy Guidance).



An interview or assessment process may be applied where the service needs or duties are changing.

The relevant manager will objectively assess employees against the agreed Selection Matrix and will discuss it with the individual employees during the formal consultation process. Employees may also submit evidence for consideration during this process.

A written record will be kept of the assessment for each individual employee, the score awarded and the reasons for the decisions. The managers will use the assessment to select those employees who will be retained and those who will be made redundant.

Wherever possible, employees' details should be anonymised at the point where the affected employees' scores are being considered for selection for redundancy.

The School will take into account the financial implications when assessing selection for redundancy i.e. if following the selection criteria two individuals have an equal assessment, the School reserves the right to select the individual that has the least financial impact on the school.

Following the selection process, the School will designate the second manager to undertake verification of the procedures followed, with the support of the HR Provider.

See Guidance for further details.

## **8.6 Step Six – Employee notification of Selection Outcome**

Following the outcome of the selection exercise, all affected employees will be invited to attend a meeting with the relevant manager, to inform them of their individual position and to consider any comments from the employee. The employee will be advised that they may bring a recognised Trade Union representative or fellow employee with them.

At the meeting, any employee volunteering for redundancy, who it is agreed can be released, will be notified and a last date of service will be agreed, subject to acceptance of a formal offer by the individual.

An employee, who after individual consultation is selected for redundancy, will have the right of appeal against that selection. This appeal should be made in writing and made within 10 working days of receiving written notification of the decision. The appeal will be heard by a panel of Governors and the outcome

of the appeal will be confirmed to the employee in writing within 5 working days by the Governor chairing the appeal.

Any appeal hearing should be conducted in accordance with the School's standard appeals procedure.

Where such an appeal results in the raising of a score which consequently removes that employee from those selected from redundancy, then their redundancy selection will be ended. In such a case, a decision may then be made (using the selection process already carried out) as to which other employees (if any) will be made compulsorily redundant and the appropriate process followed in their case.

#### **8.7 Step Seven – Meeting to formally issue Notice**

Following the consultation process, if no suitable alternative role is available, all affected employees will be invited to attend individual meetings and formal notice will be given to the employee. The employee will be advised that they may bring a recognised Trade Union representative or fellow employee with them and the LA (or their nominated representative) have a right to attend. The diocese may also send a representative.

Employees who have been selected for redundancy will have the reasons for the decision, their notice period, amount of redundancy pay (if applicable) and their right to appeal confirmed in writing within 5 working days following the meeting.

**NOTE:** For all persons who are legally employed or engaged by the LA and are to be dismissed, within 14 calendar days beginning with the date on which the notification from the Governing Body is received, the LA will issue notice to terminate the employee's contract, or issue confirmation of the decision taken at a dismissal appeal hearing.

Where a notice period applies, the notice period will commence from the date the employee receives the dismissal decision, usually via letter from the LA (or two days after postage), and not the date the Governing Body makes a determination.

If there is no applicable notice period, then the effective date of termination will be the date that the employee receives the dismissal decision, usually via letter from the LA (or two days after postage). If a subsequent appeal reverses the decision the notice to terminate the contract will be rescinded.





## **8.8 Step Eight - Appeals against dismissal**

If an employee wishes to appeal against a decision to dismiss them from the School by reason of redundancy, they must do so in writing within 10 working days of receiving written notification of the decision. All notices of appeal must be submitted to the Chair of Governors and must state the ground(s) on which the decision should be reviewed.

As noted in paragraph 1.4, the LA or their nominated representative (normally an HR representative) shall be entitled to attend for all stages of the meeting for the purpose of giving advice. The Diocese may also send a representative if appropriate.

The appeal hearing will be scheduled to be heard within 15 working days of receipt of the written appeal (unless where otherwise agreed to be heard at a later date in exceptional circumstances) and the employee has the right to be accompanied by a work colleague or recognised Trade Union Representative.

If any governor has taken part previously within this process they will be ineligible to be a member of the appeal panel. The appeal panel's decision will be final and there will be no further stages to this procedure.

The outcome of the appeal hearing with reasons for the decision will be confirmed in writing within 5 working days.

All documentation to be considered at the appeal should be exchanged between the Manager and the employee/their representative at least 5 days before the appeal hearing.

The Appeal Hearing will follow the format detailed in Appendix F to the Guidance. If, in exceptional circumstances, additional documentation is supplied by either the Manager or the Employee after the expiry of the 5 day period, the panel will consider whether or not this documentation will be accepted.

## **9. Additional Considerations**

### **9.1 Employees on Maternity/Adoption/Parental Leave**

Selecting an employee for redundancy on the grounds of pregnancy or due to the taking of maternity, paternity or adoption leave is automatically unfair dismissal as well as being unlawful discrimination.

Pregnant employees on fixed-term contracts have similar maternity and employment protection rights to permanent employees.



Any suitable alternative work should be offered to an employee who is made redundant while on maternity/adoption leave even if she/he is on a fixed-term contract.

Therefore, please seek further HR Advice if any employees affected by redundancy are due to go on or are already on Maternity/Adoption/Parental Leave.

## **10. Support to Employees**

Employees who are under notice of redundancy will be given a reasonable amount of paid time off to look for work or to arrange training. Any such arrangements must be agreed with the employee's line manager and reasonable notice will be required so that service delivery is maintained.

### **10.1 Outplacement/Support from Occupational Health**

Where there are large numbers of redundancies schools may wish to consider the use of outplacement support. This is counselling and support usually provided from an outside professional provider which helps the employee to deal with the trauma almost always associated with redundancy. This supports the employee to think through career aspirations and to plan in securing other employment. The school would need to fund this from their delegated budget if a decision is made to support outplacement.

## **11. Links to other Policies/Documents**

Fixed Term Contract Guidance  
Schools' Redundancy Guidance and Appendices

## **12. Further Guidance**

Further guidance is available in the Schools' Redundancy Guidance. Headteachers should contact the HR provider for advice regarding the application of this policy and guidance. If schools require specific guidance, or the LA view on any aspect of the policy and guidance, they may contact the LA who will be happy to provide advice.



### 13. Document Control

<b>Approving Body</b>	LJNCC Meeting (Schools)
<b>Date Agreed</b>	12/12/2018
<b>Date of Next Review</b>	December 2021
<b>Review Period</b>	Every 3 Years (Unless there is a change to the organisation or statutory legislation, whichever is sooner)



## APPENDIX 1 – SALARY PROTECTION ARRANGEMENTS

Employees will be afforded salary protection in accordance with relevant national and local terms and conditions of employment applicable at the time. This is currently:

Teachers - School Teachers' Pay and Conditions Document (STPCD)  
Currently 3 years' cash safeguard sum. Refer to the STPCD document for further guidance.

### Support staff – Local Agreement

All protection amounts will be calculated using the full time equivalent salary or the hourly rate where appropriate. This amount will then be paid on a pro rata basis depending on the hours worked for the period as stated below:

<b>Timescale</b>	<b>Protection Level</b>
First Year	100% protection of the difference
Second Year	50% protection of the difference**
Third Year	Rate for new jobs will apply

\*\*The 50% protection figure is calculated on the 1st anniversary of the start date in the new post and is simply 50% of the year 1 protection figure (pro rata where applicable).

Where pay protection is agreed, the employee will receive the rate of pay for the new role from the effective date of redeployment and will receive any annual pay awards relating to this post. The pay protection is based on an employee's previous actual earnings which is not increased or reduced in line with annual pay scale increases.