



Special Partnership Trust



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Review Date: July 2021



Special Partnership Trust

Redundancy Policy and Procedure

1. Introduction

1.1 It is the policy of the Special Partnership Trust to provide, as far as possible, security of employment for staff through careful forward planning and development of its human resource requirements. However, it is recognised that there may be changes in competitive conditions, organisational requirements and technological developments which may affect staffing needs. It is recognised that in order to maintain a climate of security of employment, flexibility may be required from staff in adapting to new staffing requirements, working methods, and organisational needs. It is a joint aim of the Special Partnership Trust and its recognised Trade Unions to avoid making compulsory redundancies amongst its employees wherever possible and to prevent situations arising which threaten job security.

1.2 In consultation with its recognised Trade Unions the Special Partnership Trust will seek to minimise the effect of redundancies through the provision of support to assist in finding alternative employment for redundant staff. In cases where compulsory redundancy cannot be avoided the Special Partnership Trust will handle the redundancy in the fairest, most consistent and sympathetic manner possible, and seek to minimise hardship of the employees concerned.

2. What Is Redundancy?

2.1 Redundancy is defined under the Employment Rights Act 1996 when an employee is dismissed because:

"The employer has ceased, or intends to cease, to carry on the business for the purposes of which the employee was so employed;"

Or

"The employer has ceased, or intends to cease, to carry on the business in the place where the employee was so employed;"

Or

"The requirements of the business for the 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".

Procedure

3. Consultation

3.1 The Special Partnership Trust will consult with staff and their recognised Trade Union Representatives at the earliest practicable opportunity whenever there appears to be a situation which could lead to any redundancies. The Special Partnership Trust will provide in writing to staff and recognised Trade Union Representatives, the following information concerning any proposed redundancies as part of the consultation process:

- The reasons for the proposals
- The numbers and descriptions of the employees it is proposed to dismiss as redundant
- The total number of employees of this description employed by the Special Partnership Trust
- The way in which employees will be selected for redundancy
- How the dismissals will be carried out, and over what period
- The formula to be used for determining severance pay

3.2 The Special Partnership Trust will give serious consideration to any proposals and representations put forward by employee groups and/or Trade Unions during the consultation period and will reply to them within the timescales specified for consultation. No employee will be given notice of dismissal until, at a minimum, the statutory consultation period is complete.

3.3 The Special Partnership Trust will carry out meaningful consultation with employee groups and/or Trade Unions in respect of proposed redundancies. This will take place in accordance with the following timescales:

- A minimum of 30 days' consultation where between 1 and 99 proposed redundancies are to take place at one establishment over a 90 day period. If the numbers are between 1 and 10 by mutual consent the period could be shorter, or
- A minimum of 45 days' consultation where 100 or more proposed redundancies are to take place at one establishment.

In such cases, the form HR1 will be submitted to the appropriate government department, with a copy to the relevant Trade Unions. These statutory requirements will be regarded as the minimum and the Special Partnership Trust will aim whenever possible to begin consultation at the earliest opportunity.

3.4 Where a member of staff is absent during the redundancy process the Special Partnership Trust must balance the interests of the absent staff member, the

Special Partnership Trust and all other employees who may be affected by the process. The Special Partnership Trust may continue with the selection and dismissal process even where staff are absent so long as reasonable adjustments such as input to meeting by telephone have been offered. The Special Partnership Trust will contact absent staff members to ask them to notify the Special Partnership Trust of any reasonable adjustments required. Where necessary, an opportunity for a home visit should be offered to absent staff not well enough to attend a meeting on the Special Partnership Trust premises.

- 3.5** Where a staff member is on maternity leave the Special Partnership Trust will ensure that they are able to access vacancies and that suitable vacancies are offered to staff on maternity leave in line with current legislation.

4. Avoiding Redundancies

- 4.1** The Special Partnership Trust will seek to avoid or minimise redundancies by means of the following measures as deemed appropriate by the Special Partnership Trust in consultation with Recognised Trade Unions and employees:

- Assessing the effect of “normal” staff turnover
- Freezing or restricting recruitment
- Filling vacancies from existing employees by redeployment and/or retraining
- Reducing or eliminating overtime working
- Investigating the use of alternative working arrangements, such as part time working, reduced hours, job sharing etc.
- Trying to make savings in other areas
- Developing viable alternatives i.e. new qualifications
- Considering voluntary requests for early retirement or voluntary redundancy
- Collectively and/or individually agreeing a reduction of hours

5. Selection Methods

- 5.1** Where a need for redundancies has been identified, those employees directly affected will form a “pool” from which redundancies will be made which will be detailed in the consultation information as detailed above.
- 5.2** The selection criteria used may vary according to circumstances, but may include for example such considerations as:

- Qualifications, skills, and experience in relation to the Special Partnership Trust strategic and operational requirements, both current and future
- Other objective criteria which may be used to provide a fair basis for selection on grounds of performance or merit.

5.3 Redundancy should not be used to deal with cases of misconduct or poor performance, for which other procedures exist. However, where a genuine redundancy situation has already arisen, and there is a requirement to identify candidates for redundancy selectively from within a pool of employees, it may be appropriate to consider overall work performance where this is demonstrable by reference to accepted and objective criteria.

6. Voluntary Redundancy

6.1 Wherever possible the Special Partnership Trust will seek volunteers to achieve the required reduction in staff number. Any such volunteer will be treated as a normal redundancy and will not be expected to resign. It is not essential for volunteers to attend a formal dismissal meeting.

6.2 Volunteers will not be unreasonably refused; however, the Special Partnership Trust must ensure that it retains the necessary balance of skills and experience amongst staff to carry out its future commitments effectively. If requests from volunteers exceed the required staff reduction then the selection criteria agreed through the consultation process will be used.

6.3 Staff who are accepted for voluntary redundancy may agree an appropriate leaving date with their budget holder and line manager. Holiday must be taken before any agreed early leaving date.

7. Selection

7.1 As detailed above the criteria to be used in the selection process will be sent to the trade unions and employees in the area(s) where redundancies are to be made before the selection process takes place.

7.2 After staff and managers have had the opportunity to agree and comment on criteria, staff in the pool will be given the opportunity to submit a written response to the criteria to indicate how they feel they matched the criteria. Matrices submitted after the date, agreed by the manager, will not be accepted unless in exceptional circumstances.

- 7.3** Assessments will be undertaken by the individual's line manager and a member of the senior management team. If it is not possible to differentiate between employees on the basis of criteria described in Section 5, a range of alternatives will be considered which include presentations, skills tests or interviews.
- 7.4** "One to one" meeting's will be held between the selected employee, their line manager and an HR representative. This consideration will take into account the individual's skills, levels of responsibility and seniority, and career aspirations. Consideration will be given to reasonable retraining where practicable in order to assist with redeployment into suitable alternative work
- 7.5** Once staff are identified as redundant and notified of their potential redundancy the Special Partnership Trust will actively seek suitable alternative work for them within the Special Partnership Trust prior to their redundancy taking effect. If a member of staff at risk of redundancy sees a vacancy, they would like to be considered for they should express an interest in the job role by email to the [Headteacher/designated person]. If the staff member meets the minimum criteria, they will be given preference in being appointed to that role over staff who are not at risk. Where staff apply for a role within the Special Partnership Trust as an alternative to redundancy, they will move onto the salary level appropriate for that job role immediately they accept the role. Any accrued holiday entitlement must be taken prior to commencing the new job role.

8. Dismissal

- 8.1** Staff who are leaving the organisation owing to compulsory redundancy will be invited to a dismissal meeting. This meeting will not take place before the end of the legal consultation period.

9. Redeployment

- 9.1** Redeployment occurs where the Special Partnership Trust finds suitable alternative employment for a staff member who is under notice of redundancy. If a suitable role is found then a formal offer will be made in writing. Employees not accepting a reasonable offer of suitable alternative work may result in any potential redundancy payments not being made.
- 9.2** Staff who are redeployed to alternative posts will normally do so on the basis of a trial period of 4 weeks. Where the job role involves significant retraining

then the Special Partnership Trust and staff member may agree to lengthen this period. If the trial period is successfully concluded the employee will be deemed not to be redundant.

Staff members who elect to leave following an unsuccessful trial period will still be entitled to receive their redundancy payments unless the Special Partnership Trust considers the alternative role is suitable alternative employment; however, they will not be entitled to a further period of notice. Notice will continue to run concurrently during the trial period.

9.3 The Special Partnership Trust will grant employees who are under notice of redundancy reasonable time off with pay to seek alternative work, or to arrange training. They will be permitted reasonable use of the Special Partnership Trust office facilities such as telephone, photocopier etc. to assist with this.

9.4 Staff who are redeployed into a suitable job role by the Special Partnership Trust will be moved onto the salary level appropriate for that job role following a contractual notice period. Staff who are transferred to another location may receive assistance with travel expenses for up to six months.

10. Appeal

10.1 Any employee, who has been issued notice of redundancy and considers that s/he has been treated unfairly in having been selected for redundancy, may appeal; the appeal should be made in writing to the [Headteacher/designated person]. Written notice of an intention to appeal, and the grounds on which it is based should be submitted within 5 working days of the date of written notice of dismissal. Appeals against action taken will be held in accordance with the Special Partnership Trust Dismissals Procedure.

11. Payments

11.1 Those employees with two or more years' continuous service with the Special Partnership Trust will be entitled to receive a statutory redundancy payment. This will be calculated according to their age, length of service and final gross weekly pay subject to the statutory maximum (based on the maximum rate of a week's pay at the time of the redundancy dismissal). A copy of this can be obtained from the Headteacher or more information can be obtained through the redundancy calculator at <http://www.direct.gov.uk/redundancy.dsb>

11.3 The Special Partnership Trust will pay due regard to the redundancy modification order requirements of the LGPS and Teacher Pension Scheme's where these relate to a redundancy dismissal.

11.4 Employees who are made redundant (either on a voluntary or compulsory basis) will not be required to repay any relocation or training expenses normally recovered on termination. Employees must however return any Special Partnership Trust equipment.

12. Notice and Termination of Employment

12.1 The Special Partnership Trust may decide to waive its right for the redundant employee to work his or her contractual notice.

