

**INVICTUS**

Education Trust

## **REDUNDANCY POLICY**

Approved by Board of Directors  
2 July 2018

To be reviewed by Board of Directors  
July 2020

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## 1. Introduction

- 1.1 This policy sets out Invictus Education 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 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 reduction in employee numbers may become necessary.
- 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.

## 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 Board of Directors as required.
- 3.3 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**:
  - (i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) 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) in relation to how we collect, hold and share this personal data. We will provide workforce data in line with our Privacy Notice which sets out how we will gather, process and hold personal data of individuals during employment.

## 4. Consultation

- 4.1 Where the changes proposed could result in redundancies, we will enter in to consultation to provide the opportunity for all those concerned to discuss the problem and consider options or alternative ways of tackling the problem. Consultation should begin in good time and will be in accordance with statutory requirement.
- 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 or elected employee representatives irrespective of the number of employees at risk of redundancy. The minimum length of consultation will be 30 days.
- 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:
- (a) The reasons for the proposals;
  - (b) The numbers and descriptions of employees it proposes to dismiss as redundant or who are at risk of redundancy;
  - (c) The total numbers of employees of that description employed at the establishment in question;
  - (d) The proposed method of selecting the employees who may be dismissed;
  - (e) The proposed method of carrying out the dismissals, including the period over which the dismissals are to take effect; and
  - (f) The proposed method of calculating the redundancy payments (other than statutory redundancy pay).
  - (g) The numbers of agency staff at the school, 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 the need to make compulsory redundancies, if that is possible. Examples of such steps include:
- (a) Reviewing the use of agency staff;
  - (b) Restricting recruitment or a vacancy freeze in affected categories of employees and in those areas into which affected employees might be redeployed;
  - (c) Natural wastage;
  - (d) Retraining and/or redeployment within and across the Trust;
  - (e) Reducing overtime/additional hours;
  - (f) Offering reduced working time including job-sharing or other flexible working arrangements, where these are practicable; and
  - (g) 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. Making Compulsory Redundancies**
- 5.1 If it is the case that compulsory redundancies will be required, all affected employees and, where appropriate, the recognised Trade Unions or elected employee representatives will be advised of this. As part of the consultation process we will have consulted on the procedure that we will follow and the selection criteria that we will apply (where appropriate).

- 5.2 Where more than one employee is employed in an affected role, a process of selection will be carried out. 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. Where there is only one incumbent in a post that is affected, then the selection criteria will be on the basis that they occupy that role.
- 5.3 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. This is the dismissal meeting.
- 5.4 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 that they will receive (where applicable).
- 5.5 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.
- 5.6 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.

## **6. Support Mechanisms**

### **Alternative Work/Retraining**

- 6.1 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. While 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.
- 6.2 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.
- 6.3 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.

### **Time Off**

- 6.4 An employee under notice of redundancy 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 Headteacher and provide proof of attendance if requested to do so.

## **7. Redundancy Payments**

- 7.1 Employees with two or more years' service will be entitled to a [statutory or 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 Statutory Redundancy Pay entitlement:

- Half a week's pay for each full year if you are under 22
- One week's pay for each full year if you are 22 or older, but under 41
- One and half week's pay for each full year if you are 41 or over
- Redundancies after 6 April 2016 the weekly pay is capped at £479.00
- Length of service is capped at 20 years
- Redundancy Pay (including any Severance Pay) under £30,000 is not taxable.

7.2 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.

## **8. Review of Policy**

8.1 This policy is reviewed and amended every two years by Invictus Education Trust Board of Directors. We will monitor the application and outcomes of this policy to ensure it is working effectively.

