



Redundancy Handling Policy and Procedure

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1. Introduction

- 1.1. Prime7 is committed to ensuring its workforce operates effectively and efficiently.
- 1.2. The Trust will exercise good practice and regularly review its organisational structure to ensure that it is fit for purpose and delivers the best possible outcomes for pupils and is financially sustainable longer term.
- 1.3. The Trust aims to ensure the security and stability of employment as far as possible. However, considering funding limitations, service delivery requirements and external factors, redundancy may be necessary.

1.4. Definitions

Headteacher also refers to any other title used to identify the Headteacher where appropriate, where they have delegated authority.

Employee refers to any member of the staff, teaching and support, employed to work at the school to dismiss.

2. Scope of this Policy

- 2.1. This policy applies to all employees of the Trust.
- 2.2. This policy does not form part of the employee's contractual terms and conditions and may be amended from time to time.

3. Principles

- 3.1. When managing potential redundancies, the Trust will comply with all legislative requirements and operate in accordance with this policy.
- 3.2. The Trust is committed to a consistent, and ongoing, approach to resource planning. Non-salary spending will be continually reviewed in order to minimise budget-driven staffing reductions.
- 3.3. Employees who are affected by staffing reductions will be provided with appropriate information and support in a timely manner. This includes employees who are absent from work for any reason.

4. Scheme of Delegation

- 4.1. Those responsible for managing organisational change will do so in accordance with the Trust's Scheme of Delegation.

5. Equality and Equality Impact Assessment

- 5.1. The Trust will manage organisational change in accordance with equalities legislation and reasonable adjustments will be considered where required.
- 5.2. Although an Equality Impact Assessment (EIA) is not a legal requirement, we will automatically consider this when organisational change is being planned, and a determination made as to whether an initial assessment is sufficient or identifies the need for a full EIA.
- 5.3. An appropriate EIA will be followed, where one is deemed necessary.
- 5.4. When an EIA is undertaken, this will be included in the business case submission.

6. Avoiding redundancies

- 6.1. Within the context of the needs of the School, the Trust will make every effort to avoid compulsory redundancy by achieving reductions through:
 - 6.1.1. Review of and, where appropriate, reduction of non-staffing costs.
 - 6.1.2. Review of genuine fixed-term contracts.
 - 6.1.3. Reduced use of agency workers or other contractors.
 - 6.1.4. Natural turnover and employee resignations.
 - 6.1.5. Deletion of appropriate vacancies and/or recruitment freeze.
 - 6.1.6. Voluntary redeployment of staff into other suitable posts within the school.
 - 6.1.7. Voluntary transfer to part-time working, reduced hours or job-sharing arrangements.
 - 6.1.8. Voluntary redundancy.

7. Business Case

- 7.1. A business case will be produced, and this will detail the proposed organisational change.
- 7.2. The business case proposal will include the following:
 - 7.2.1. Rationale for change.
 - 7.2.2. Current and proposed staffing structure (including job descriptions, person specifications and salary levels).
 - 7.2.3. Identification of new and changed posts.
 - 7.2.4. Implementation plan, including slotting in arrangements and/or selection process as appropriate.
 - 7.2.5. Timeline.
 - 7.2.6. Any salary protection/safeguarding arrangements, as appropriate.

- 7.2.7. The appeals process, including specific grounds of appeal.
- 7.2.8. Equalities Impact Assessment consideration or detail, as appropriate.
- 7.2.9. The proposed new structure will be assessed for suitability and sustainability, particularly in terms of cost.
- 7.2.10. Formal approval will be gained on the proposals, in accordance with the Trust's Scheme of Delegation, prior to the implementation of the redundancy proposals.

8. Implementation

Consultation

8.1. In the event that it is necessary to make a reduction in employees, a period of 21 days (20+ redundancies within 90 days = 30 days, 100+ redundancies = 45 days) formal consultation will be held with employees directly affected and the recognised trade unions.

To support meaningful consultation:

- Recognised trade unions will ordinarily be provided with the consultation information pack ("the bundle") at least five working days in advance of the formal consultation period, along with a written invitation to the consultation launch meeting.
- Trade unions will be offered the opportunity to meet with the employer prior to the consultation launch to ensure they are appropriately briefed.
- Recognised trade unions will be invited to attend the consultation launch meeting alongside affected employees, to support their members and contribute to the consultation process.
- Following the consultation launch, arrangements will be made for recognised trade unions to have access to a private meeting space to consult with their members.
- Where the school/trust proposes to dismiss 20 or more employees as redundant within a 90-day period, the appropriate notification will be made to the Secretary of State (on form HR1) in accordance with statutory requirements under TULRCA 1992.

8.2. As part of a fair and transparent redundancy process, the following measures will be taken to ensure affected employees are appropriately consulted:

- A formal consultation launch meeting will be held with all affected employees to explain the rationale for the proposals, outline the consultation process, and provide relevant documentation.
- Employees will be offered the opportunity to attend a confidential 1:1 consultation meeting, during which they may ask questions, raise concerns, and suggest alternatives to the proposals.

- Employees may choose to be accompanied at 1:1 meetings by a trade union representative or workplace colleague, in accordance with statutory rights.
- A named contact person will be identified in the consultation documentation for employees to submit questions or feedback via email, ensuring accessible channels for ongoing dialogue.
- Responses to frequently asked questions will be shared collectively with affected employees, where appropriate, to support consistent understanding.
- Additional meetings may be arranged as required to support effective two-way consultation and ensure that individual representations are properly considered.
- All feedback and suggestions raised during consultation will be carefully considered before any final decisions are made.

8.3. The Trustees will carefully consider any representations made to it and respond to them. If there is a rejection of any representations, the reasons will be given in writing.

The consultation will include the following:

- a) The reasons for the redundancy.
- b) The number and descriptions of the employees to be dismissed as redundant.
- c) The total number of employees of any such description employed at the School.
- d) The proposed method of selecting the employees to be dismissed.
- e) The proposed method of carrying out the dismissals, including the period over which the dismissals are to take effect.
- f) The method of calculating any compensation to be paid to redundant employees.
- g) The number of agency workers working temporarily for and under the supervision and direction of the School.
- h) The parts of the School in which the agency workers are working and the type of work they are carrying out.
- i) The proposed timeline for the redundancy process.

8.4. The selection criteria referred to in (d) above and on which the employee and trade union/s will be consulted, will be determined by the Headteacher.

8.5. Any employee who seeks information on the benefits available as a result of volunteering to be selected for redundancy will be entitled to do so without prejudice to their position.

8.6. The Trustees will decide if any requests for volunteering to be selected for redundancy can be accepted. If a request is accepted, an offer will be made to the employee identifying the level of compensation that will be paid if the employee is dismissed as redundant.

The offer will be in writing and include:

- a) The amount of any redundancy payment payable in accordance with the Trust's compensation policy and the Employment Rights Act 1996.
- b) The amount of any additional premature retirement compensation in accordance with the Trust's policy.
- c) The date on which the redundancy would be effective.
- d) Information on accrued pension entitlements, if appropriate.
- e) Advice that the employee should consult their trade union.

9. Compulsory Selection

9.1. If the necessary reduction is not achieved by the above means the CEO will, following the consultative process, and where they have the delegated power of dismissal, delegate a Senior Manager, such as the Headteacher, to meet individually with those employees who are identified as at risk in the category of employees to be reduced to verify or clarify any selection information "skills audit" provided by the employee. Method of selection will be objective and fair and usually be confirmed within the consultation documentation. Individuals will be given due notice of the meeting in writing and may be accompanied by a trade union representative or workplace colleague.

9.2. Following the meeting/s outlined for compulsory selection, the Senior Manager will make the selection based on all the information available and in accordance with the selection criteria. The employee/s selected will be informed in writing that the Senior Manager will recommend to the CEO (with power to dismiss delegated by the Trustees) that the employee/s be dismissed on grounds of redundancy. The employee/s, who will be given at least 10 working days' notice of the meeting, will have the right to an individual hearing at which they may be accompanied by a trade union representative or workplace colleague.

9.3. Following the hearing to consider the Senior Manager's recommendation to dismiss the individual/s on the grounds of redundancy as outlined above, the CEO will inform the employee/s of their decision/s. If the decision is to dismiss, then the CEO will ensure that any employee to be dismissed is given written notice of dismissal which will include advice that the employee has the right of appeal against the decision. The employee/s will be given at least 10 working days' notice of the date for any appeal hearing and, if submitting an appeal, the employee/s must do so in writing by the date specified by the CEO stating clearly their grounds of appeal. The period allowed by the CEO for the employee to decide whether to enter any appeal will not be less than 5 working days.

10. Appeals

10.1. The appeals panel will consist of no less than two Trustees or, where the decision to dismiss has been taken by the staff dismissal committee, at least the same number of Trustees who made the decision to dismiss and who have played no part in the selection of the employee/s for dismissal on the grounds of redundancy.

10.2. If the appeal panel decides to uphold the appeal against dismissal the notice of dismissal will be withdrawn and confirmed in writing.

11. Support for Redundant Employees

11.1. The Trust is committed to supporting employees who are affected by redundancy proposals. Where reasonably practicable, the following forms of support may be offered to assist employees in preparing for the next stage of their career:

- Reasonable time off to attend job interviews or career-related appointments
- Access to internal vacancies across the school/trust during the consultation and notice period
- Support with CV writing, application forms, or interview preparation
- Signposting to external careers advice or employability services
- The opportunity to meet with a member of the HR team to discuss individual support needs

11.2. Employees who are members of a recognised trade union are also encouraged to seek advice and support from their union, which may offer additional services such as legal advice, career coaching, or financial guidance.

12. Redundancy Compensation

12.1. Statutory redundancy pay will be calculated in accordance with the provisions of the Employment Rights Act 1996. It will be based on the employee's age, length of continuous service (up to a maximum of 20 years), and actual weekly pay (where this exceeds the statutory maximum weekly pay, where applicable).

12.2. The Trust may, at its discretion, offer voluntary severance or early retirement options as part of redundancy management. Where available, these options will be explained during consultation and may include enhanced compensation terms, subject to affordability and approval by the relevant decision-making body.

12.3. Notice Periods and Pay in Lieu

12.3.1. Employees will be entitled to either work or receive payment in lieu of their statutory and contractual notice period, depending on operational requirements at the time of redundancy.

12.3.2. Statutory notice: One week after one month's service, increasing by one week per complete year of service, up to a maximum of 12 weeks.

12.3.3. Contractual notice: Teachers as set out in the employee's contract of employment and Burgundy Book. Support staff as set out in the employee's contract of employment or Green Book.

12.3.4. Where notice is not worked, a payment in lieu of notice (PILON) may be made, based on normal pay and benefits for the equivalent period.

13. Pension Entitlements

13.1 An employee who is age 55 or over and a member of the Local Government Pension Scheme will be entitled to immediate payment of unreduced pension benefits if made redundant.

13.2 The Trust will not grant premature retirement benefits for an employee who is age 55 or over and a member of the Teachers' Pension Scheme if made redundant.

14. Salary Protection

In the event that reorganisation results in redeployment to a lower paid post, the following arrangements will apply:

14.1 For support staff, the Trust's will apply salary protection equivalent to the difference between the original actual salary and new actual salary for a period of 6 months from the date on which the change is effective

14.2 The salary safeguarding provisions of the School Teachers' Pay and Conditions Document shall apply for teaching staff.

15. Data Protection

All data collected and used in connection with this policy will be processed in accordance with the school/trust's Data Protection Policy and relevant legislation. Records will be retained securely and only for as long as necessary.