

# Model Redundancy Procedure for Oxfordshire Schools

## Introduction

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1. This Oxfordshire Model Redundancy Procedure is effective from 1 February 2016.
2. This procedure has been drawn up in consultation with recognised trade unions and associations: ASCL, ATL, NAHT, NASUWT, NUT and Unison.
3. This procedure provides a fair and objective approach to handling redundancies and has been developed in accordance with relevant employment law.
4. Advice on the application of this procedure is available from the school's HR Adviser.
5. This procedure applies to all employees working in the school. It should be read in conjunction with other relevant documents such as the School Teachers' Pay and Conditions Document (STPCD), Conditions of Service for School Teachers in England and Wales (Burgundy Book) and the Oxfordshire Local Agreement (OLA) and/or the National Agreement on Pay and Conditions of Service for support staff (the Green Book).
6. It is recommended that academies who have chosen to continue to use the STPCD, Burgundy Book, Oxfordshire Local Agreement and / or Green Book also adopt this model procedure. Where an academy adopts this procedure the word 'school' should be taken to refer to the academy.
7. The term 'Relevant Body' has been used throughout this procedure. In maintained schools this is the governing body. The differing structures of academies means that the academy trust will need to define the Relevant Body for the purpose of this procedure.
8. The term 'head teacher' has been used throughout this procedure, however depending on the size and structure of the school the head teacher's role in the procedure may be delegated to other members of the senior leadership team, school business managers or line managers as appropriate. Where the head teacher is subject to these procedures, it will be managed by the Chair of the Relevant Body or other nominated governor.

## Redundancy costs

9. The costs of redundancy compensation, including any costs arising from the early release of pension benefits for eligible Local Government Pension Scheme members must be met by the school. Governors need to be mindful of this in making decisions. The Council's finance team can help maintained schools in managing these costs.
10. Relevant Bodies are strongly recommended to obtain an estimate of the costs of redundancy at an early stage.
11. For maintained schools handling redundancy, where Governing Bodies disregard Oxfordshire County Council advice the Council will not be responsible for the costs of any subsequent Employment Tribunal cases and all costs will be re-charged to the school.

## Responsibilities of the Relevant Body

12. It is the responsibility of the Relevant Body through sub-committees or the head teacher where appropriate to:
  - Initiate consultation, in line with statutory requirements, with recognised unions or employee representatives and individual employees when staff reductions seem likely.
  - Determine and publicise criteria for selection for redundancy.
  - Identify groups of employees who may be affected and give them the right to make representations.
  - Give the Children, Education & Families Director details of all those individuals so that redeployment can be explored.
  - Select individuals on grounds of redundancy in accordance with the criteria.
  - Ensure that all affected individuals have the opportunity to exercise their right of appeal.
  - For Community, Voluntary Controlled, Community Special and Maintained Nursery schools notify Education Personnel Services of those selected for dismissal on grounds of redundancy, so that proper notice can be issued.

## Local Authority

13. Recommendations for dismissal by reason of redundancy are a matter for the school's Relevant Body.
14. For staff in Community, Voluntary Controlled, Community Special and Maintained Nursery Schools, the County Council is obliged to comply with the Governing Body's recommendations and to issue the notice of dismissal.

15. The Governing Body must notify the local authority, in writing, if it determines that any person employed or engaged by the authority to work at the school should cease to work there, and the reasons for that determination.
16. If the person is employed to work solely at the school, the local authority must terminate the person's contract , giving notice as required under the contract
17. The local authority must take this action within 14 days of the date the notification was issued by the Governing Body.
18. Where the person concerned is not employed to work solely at the school, the local authority must require the person to stop working at the school.

### Statement of intent

19. The school, in consultation with the relevant recognised Trade Unions or Association, will seek to minimise the need to make employees redundant by careful management and planning and by seeking to find alternative employment for employees who are identified as surplus to the requirements of the school.
20. Where redundancy is unavoidable the school will seek to handle the redundancy fairly, consistently and sympathetically.
21. Selection for redundancy will not be undertaken on the basis of trade union membership or other representational activity, for asserting employment or other rights, for maternity related reasons or on grounds ruled out by the school's Equal Opportunities Policy.
22. Where redundancy is likely to affect pregnant employees or those on maternity leave, good practice guidance produced by ACAS will be followed. [Managing redundancy for pregnant employees or those on maternity leave](#) .

### Consultation

23. The Relevant Body will inform and consult trade unions and individual employees concerned at an early stage and in accordance with employment legislation, and will give consideration to the comments and recommendations received. Where more than 20 redundancies are anticipated, specific periods of consultation are required under the legislation.

### When does redundancy apply?

24. Redundancy will arise only if one (or all) of the following circumstances applies:

- the activity has ceased or is intended to cease.
  - the activity has ceased or is intended to cease in the place where the employee is employed.
  - the requirements for employees to carry out work of a particular kind have ceased or diminished or are expected to cease or diminish.
25. Employees on temporary or fixed term contracts who will be under a contract of employment at the time when consultation for redundancies occurs must be treated in the same way as employees on open-ended contracts. They may be eligible for redundancy compensation and/or pension payments, where applicable.

### Measures to avoid or minimise redundancies

26. The school will manage and plan resources appropriately in order to keep redundancies to a minimum. Where redundancies are unavoidable the cost effectiveness of any measures will be taken into consideration.
27. The school, in consultation with trade unions, will consider:
- restricting the recruitment of permanent staff
  - not filling vacancies arising from natural turnover
  - filling vacancies from among existing employees
  - reducing or eliminating overtime, where practicable
  - retraining and redeploying staff to alternative jobs
  - part-time working, including Flexible Retirement for 'Green Book' employees.

### Where redundancies are unavoidable

28. A Step-by-Step Guide is available for schools who have to make staff redundant. Where all other measures have failed and redundancies are inevitable, the school will, as required by law and at the earliest possible time, inform the relevant trades unions of:
- the reasons for the proposed redundancies
  - 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 school
  - the way in which the employees will be selected for redundancy
  - the proposed method of carrying out the dismissals, including the period over which the dismissals are to take effect
  - how redundancy payments, other than the legal minimum, will be calculated.

29. At the earliest practicable opportunity, after the above information has been sent to all relevant trade unions, the school will hold discussions with the designated officer of the relevant trade unions, with a view to reaching agreement on ways to avoid or minimise the need for redundancies.
30. The school will reply to any representations made to them by the trade unions and shall state, in writing, their acceptance or their reasons for rejecting any such representations.
31. Where redundancies are unavoidable the school will consider seeking applicants for voluntary and/or early retirement amongst existing employees, but will have regard to costs and the needs of the school.
32. Where volunteers for redundancy are sought the Relevant Body will carefully define the workgroup(s) to be approached, in consultation with relevant Trade Unions and Associations.
33. Where notice of redundancy has been issued to an employee and subsequently suitable alternative employment has been identified this will be offered to the employee as redeployment.

## Selection criteria

34. Where compulsory redundancy is necessary employees will be selected in accordance with the following principles. Criteria will be discussed with relevant recognised Trade Unions and Associations with a view to reaching agreement.
  - the workgroup(s) where reductions are required will be clearly defined
  - the operational needs of the school will be considered first
  - selection criteria will be objective, fair and consistent, and care will be taken not to unfairly disadvantage individuals or particular groups of employees.
  - where such criteria cannot be identified, and financial considerations allow, selection will be done on the basis of the employee with the shortest total local government service, not necessarily continuous, being selected first, and so on.

## Redeployment to alternative jobs

35. The school will make every effort to avoid redundancy by looking for alternative job opportunities in the school and by canvassing other schools.
36. It is up to the employee to decide whether the alternative work is suitable. The suitability is likely to depend on how the new job differs and particularly in relation to pay, status, location, working environment and hours of work.

37. When seeking to avoid redundancies by redeploying employees, volunteers for redeployment will be invited in the first instance. Where practical and appropriate, volunteers for redeployment will be given preferential consideration for vacancies which arise.
38. Where alternative employment has been identified and there are insufficient volunteers for redeployment, employees will be selected. Suitable alternative employment will be interpreted in accordance with the ACAS advisory booklet ['Redundancy Handling'](#).
39. Redeployments are subject to a trial period, not normally exceeding four weeks. The terms of the trial period will be put in writing to the redeployed employee when the offer of alternative employment is made.
40. Teachers will be entitled to salary safeguarding in accordance with the [School Teachers' Pay and Conditions Document](#).
41. Support staff employed under Oxfordshire Local Agreement/National Agreement on Pay and Conditions of Service (Green Book), may receive pay protection in accordance with the [Oxfordshire Pay Protection Policy](#).
42. The cost of any pay protection agreed will be met by the school in which the employee is currently employed.
43. Employees who unreasonably refuse an offer of suitable alternative employment may lose any entitlement to redundancy pay.

## Implementing redundancies

44. In order to implement redundancies as humanely as possible the school will adopt the following principles:
  - consider carefully when to inform employees about potential redundancies and make sure that redundancies are not announced publicly until employees and trade union representatives have been informed;
  - notify employees personally of their position and the terms of their redundancy;
  - give redundant employees as much warning as possible;
  - allow employees time off to look for alternative work or training, in accordance with employment law;
  - assist employees in looking for alternative work where practicable;
  - consider the impact of redundancies on morale among employees and keep them informed.

## Redundancy Compensation

45. Employees must have at least two years' continuous service with the same or 'associated' employer, as set out in the [Modification Order](#), to qualify for a redundancy payment if they are dismissed on the grounds of redundancy. Continuous service will be carried over in any transfer of employment under TUPE regulations, e.g. during academy conversion.
46. Redundancy compensation is based on an employee's age and length of employment. It is calculated in accordance with Oxfordshire County Council's current policy for such payments. This is to pay at actual salary rates for one and a half times the calculation for the statutory number of weeks' pay due. The statutory calculation is based on continuous service (maximum 20 years to count) with each year of service counting as follows: age up to 22, 0.5 week, 22-40, 1 week, 41 and over, 1.5 weeks.

## Notice

47. The dates a teacher can be issued with notice are outlined in the Conditions of service for School Teachers in England and Wales, the 'Burgundy Book', and in order for a dismissal to be effective the deadline dates must be met.
48. School support staff must be issued either their contractual or statutory notice entitlement, whichever is the greater amount up to a maximum entitlement of 12 weeks' notice depending on their length of service.

## Time off to look for other work and training

49. Employees are entitled to a reasonable amount of time off to look for another job and/or arrange training to help find another job.

## Right of Appeal

50. Employees have the right to appeal against selection for redundancy and should do so as soon as possible and within 5 working days of receiving the formal notification of the decision. Appeals against redundancy will be dealt with by a panel of Governors. This panel will be composed of Governors not involved in the original selection for redundancy and should contain no fewer members than were on the original committee.

## Supporting Employees

51. The school recognises that the redundancy process can be difficult of employees and will seek to support employees throughout the process including providing

assistance to find alternative work. Employees will also have access to the school's Employee Assistance Programme including counselling services.

## Related Policies and Guidance

- Policy on Fixed Term and Temporary Contracts
- Pay Protection Policy
- Relocation and Disturbance Allowance Policy
- [ACAS Redundancy Handling](#)
- [Managing redundancy for pregnant employees or those on maternity leave](#)
- [Redundancy guide timeline](#)

## Review

This policy is regularly reviewed.

**Revised February 2016**