



Redundancy and Restructure Policy

Responsible for policy
Date of policy
Date approved by CC2
Date of review
Chair of Directors

CC2
July 2019
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September 2020

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Definitions

In this Redundancy and Restructure Policy, unless the context otherwise requires, the following expressions shall have the following meanings:

- i **'The Romero Catholic Academy'** means the Company named at the beginning of this **Redundancy and Restructure Policy** and Procedure and includes all sites upon which the Company is undertaking, from time to time, being carried out. The Romero Catholic Academy includes; **Corpus Christi, Good Shepherd, Sacred Heart, Blue Sky, SS Peter and Paul, St Gregory, St John Fisher, St Patrick, Cardinal Wiseman, Shared Services Term.**
- ii **'Romero Catholic Academy'** means the Company responsible for the management of the Academy and, for all purposes, means the employer of staff at the Company.
- iii **'Board'** means the board of Directors of the Romero Catholic Academy.
- iv **'Chair'** means the Chair of the Board or the Chair of the Local Academy Committee of the Academy appointed from time to time, as appropriate.
- v **'Clerk'** means the Clerk to the Board or the Clerk to the Local Academy Committee of the Academy appointed from time to time, as appropriate.
- vi **'Catholic Senior Executive Leader'** means the person responsible for performance of all Academies and Staff within the Multi Academy Company and is accountable to the Board of Directors.
- vii **'Companion'** means a willing work colleague (not family member) not involved in the substance of the employee's performance issues under review by this Appraisal Policy and Procedure, or an accredited representative of a trade union or other professional association of which the employee is a member, who should be available for the periods of time necessary to meet the timescales under this Disciplinary Policy and Procedure.
- viii **'Diocesan Schools Commission'** means the education service provided by the diocese, which may also be known, or referred to, as the Birmingham Diocesan Education Service.
- ix **'Local Academy Committee'** means the governing body of the School.
- x **'Academy Committee Representatives'** means the governors appointed and elected to the Local Academy Committee of the School, from time to time.
- xi **'Principal'** means the substantive Principal, who is the person with overall responsibility for the day to day management of the school.
- xii **'School'** means the school or college within The Romero Catholic Academy and includes all sites upon which the school undertaking is, from time to time, being carried out.
- xiii **'Shared Services Team'** means the staff who work in the central team across the Company (e.g. HR/ Finance)
- xiv **'Vice-Chair'** means the Vice-Chair of the Governing Body elected from time to time.

1. Introduction

- 1.1** This document sets out Romero Catholic Academy's policy on handling potential redundancy situations. This policy does not form part of employees' terms and conditions and may be subject to change.
- 1.2** The Romero Catholic Academy is the employer of all employees working within. The Board is responsible for determining whether an employee should be dismissed on the grounds of redundancy.
- 1.3** An employee is dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to the fact that:
- the employer has ceased or intends to cease to carry on the business for the purposes for which the employee was employed, or to carry on that business in the place where the employee was so employed;
 - the requirement for the employee to carry out work of a particular kind, or to carry it out in the place in which they are employed, has ceased or diminished, or are expected to cease or diminish.
- 1.4** This policy should be implemented when considering any restructure that may result in:
- fewer posts in school; and/or, if the proposals have a detrimental impact on employees e.g. reduction in working hours or salary.

2. Policy statement

- 2.1** Our overriding aim is to avoid compulsory redundancies wherever possible, and to manage the school in a way that ensures secure employment for our employees. However, it is recognised that from time to time changes (for example, a fall in pupil roll and cuts to funding) may necessitate the need to consider redundancies.
- 2.2** 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 grounds of gender, sexual orientation, marital or civil partner status, gender reassignment, race, colour, nationality, ethnic or national origin, religion or belief, disability or age. Part-time employees and those working under fixed-term contracts will not be treated differently to permanent, full-time comparators.

3. The Purpose of the Policy

- 3.1** The purpose of this policy is to have a framework in place that sets out what we will do whenever the reduction in employee numbers may become necessary. In particular we will ensure that we will:
- communicate clearly with all affected employees and ensure that they are treated fairly;
 - make every effort to avoid compulsory redundancies;
 - consult with employees and, where appropriate in accordance with clause 5, with recognised trade unions; and
 - ensure that any selection for compulsory redundancy is undertaken fairly and reasonably.

4. Planning

- 4.1** The Romero Catholic Academy will ensure that there is effective planning, financial management and resource allocation in place in the day to day and strategic management of the school. The school will regularly review its resources and staffing structure to ensure it is fit for purpose and is meeting the needs of our pupils' teaching and learning requirements.
- 4.2** The Romero Catholic Academy will ensure that effective workforce planning is carried out in order to minimise surplus staff situations.
- 4.3** The Romero Catholic Academy will use actual weeks' pay to calculate the redundancy payment.

5. Avoiding compulsory redundancies

- 5.1** Where redundancy situations are unavoidable, we will enter into consultation with all affected employees on an individual basis and where appropriate, with our recognised trade unions to discuss ways to mitigate against the redundancy. The purpose of this consultation will be to provide the opportunity for all those concerned to discuss the problem and consider options or alternative ways of mitigating compulsory redundancies.
- 5.2** If there are less than 20 employees affected by the redundancy proposals, there is no statutory obligation on the School to collectively consult with recognised trade unions. However, we may agree to do so, if requested to for a maximum of 30 days.
- 5.3** Consultation should begin as soon as possible and in good time. The statutory consultation periods are as follows:
- at least 30 days before the first dismissal takes effect if 20 to 99 employees are to be made redundant at one establishment, and
 - at least 45 days before the first dismissal takes effect if 100 or more employees are to be made redundant at one establishment.
- 5.4** The information we will provide will include:
- the reasons for the proposed redundancies;
 - the numbers and descriptions of employees we propose to make redundant;
 - the total number of employees of those descriptions employed at the establishment in question;
 - the proposed method of selecting those who may be dismissed;
 - the proposed method of carrying out the dismissals, including the period over which the dismissals are to take effect;
 - the proposed method of calculating any redundancy payments;
 - the number, types and locations of agency workers currently engaged by the employer.
- 5.5** In the first instance, we will consider what steps we could take that could avoid the need to make compulsory redundancies. Examples of such steps include:
- reducing the use of agency staff;
 - restricting recruitment or a vacancy freeze in affected categories of employees and in those areas into which affected employees might be redeployed;
 - natural wastage;
 - secondment ;
 - retraining and/or redeployment within and across our academy family;
 - reducing overtime;
 - offering reduced working time including job-sharing or other flexible working arrangements, where these are practicable;
 - 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 academy.
- 5.6** Any measures adopted by the Academy will only be done on the basis that they do not adversely affect the Academy and the quality of teaching and learning provided to our pupils.

6. Making compulsory redundancies

- 6.1** When it is not possible to avoid making compulsory redundancies, all affected employees and (where appropriate) recognised trade unions AND/OR employee representatives will be advised that compulsory redundancies cannot be avoided. They will be consulted on the procedure that will then be followed and the criteria that will be applied to select for redundancy (where appropriate). Individual employees will also be consulted in respect of their own particular circumstances and where appropriate consultations will be carried out with the recognised unions in respect of any redundancy proposals.
- 6.2** Where more than one employee is employed in an affected role, selection will be carried out. The criteria used to select will be objective, robust, transparent, fair, non-discriminatory and based on the skills required to meet our existing and anticipated academy needs.
- 6.3** 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. Employees may be given the opportunity to appeal against this decision. Timescales for appeals are as follows, but the academy could vary these depending on the particular circumstances of the case:
- the employee should appeal within five working days of notification that they have been selected for redundancy;
 - the case should be heard at a meeting by a panel comprising of a minimum of two LAC members or Directors of any of the schools in The Romero Catholic Academy within 28 days;
 - a response should go to the employee within five working days of the appeal meeting.
- 6.4** During the notice period, we will continue to look for alternative employment for redundant employees and inform them of any vacancies that we have until their termination dates. 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. Alternative employment may be offered subject to a trial period where appropriate (see section 7 below).

7. Support mechanisms

Alternative work/retraining

- 7.1** The academy will make every effort to redeploy any employee who is selected for redundancy to suitable alternative work. Where vacancies exist which appear to be suitable, redeployees will be considered in the first instance prior to consideration of any other candidates. Where they are deemed to meet the requirements of the post then they will be appointed. The academy reserves the right not to appoint candidates who are not deemed to meet the requirements of the post; but will give consideration of whether such candidates could be appointed on the basis that they would meet those requirements within a reasonable time frame after reasonable further training or support is provided.
- 7.2** Employees selected for redundancy whilst on maternity leave, have separate legal entitlement to be offered any suitable alternative vacancy for which they meet the person specification.
- 7.3** 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. The employee will be entitled to a redundancy payment, if eligible.

7.4 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

7.5 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 line manager.

8. Termination process

8.1 Employees with two or more years' service (this excludes apprentices who are not employees of the school at the end of the training contract) will be entitled to a redundancy payment. The school will inform affected staff of the level of payment for all staff during the consultation period. This relates to both compulsory and any voluntary redundancy / early release scheme. This is without prejudice to the right any employee may have to a statutory redundancy payment. Such right will be determined in accordance with an employee's contract of employment. The amounts of any redundancy payment an employee is entitled to, 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.

8.2 Depending on the circumstances, the academy may waive its right to insist on employees working their notice and instead give a payment in lieu of notice.

9. Straightforward proposals

9.1 The nature and duration of consultation will depend on the nature of the proposed changes to the staffing structure of the school. If the proposed changes are straightforward, such as an increase in the number of posts, or increases in salary grades, the consultation period may be as short as five to ten working days. In such cases the head teacher should discuss the proposals and supporting documentation with employees likely to be directly affected on the first day of the consultation period and then tell other employees within the next day or two, usually in a staff meeting, and in writing to employees absent from school. Employees should be invited to ask for individual meetings with the head teacher within a specified time-scale if they wish to discuss the proposals. Employees should be recommended to notify their unions of the proposals, so that the unions may advise them as appropriate, but otherwise it should not be necessary to involve the trade unions in consultation over such straightforward proposals. If employees wish to involve their union representatives the consultation period may need to be longer.

10. Monitoring and review of the policy

10.1 This policy is reviewed annually by the Board. We will continue to review the effectiveness of this policy to ensure it is achieving its stated objectives.