




# Re- organisation and Redundancy Policy

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November 2023

Signed (Chair of Trustees):	
Date:	November 2023
Review:	November 2024

The Arbor Academy Trust reviews this policy annually. The Trustees may, however, review the policy earlier than this, if the Government introduces new regulations, or if the Trust receives recommendations on how the policy might be improved. This document is also available in other formats e.g. e-mail and enlarged print version, on request to the School Offices and is displayed on the schools' websites.

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<b>SECTION 1: OUTLINE OF POLICY</b>		

*This policy was consulted on with the following recognised Trade Unions (see Appendix 2), for the full list of unions.*

## **1.0 INTRODUCTION**

1.1 Arbor Staff are the most important resource in any school and effective management of those staff is critical to the quality of service provided to the young people of Waltham Forest and Hackney and in particular Arbor Academy Trust.

1.2 Careful forward planning by the Trust Board, will ensure as far as possible, continuity of employment for its employees. However, it is recognised that there may be external factors which require an adjustment in staff levels.

1.3 Our Trust needs to be able to respond to changes in requirements, such as those brought about by changing pupil numbers, reductions in budgetary provision or changes in curriculum emphasis which may result in a reduction of staff from time to time.

1.4 It is the responsibility of the CEO and Trustees to manage an organisation change process and consider all options available to avoid compulsory redundancies. This policy sets out how the Trust will manage such organisational changes.

1.5 This procedure will be used when circumstances arise that could potentially lead to staffing reductions or significant changes in duties of staff. Examples of when this procedure may apply are listed below, this list is not exhaustive.

- Changes in number of pupils
- Changes in curriculum requirement
- Recruitment and retention difficulties
- Members of staff leaving
- Initiatives at either local or national level
- A review of the deployment of staff resources
- School/Academy closure or amalgamation
- Changes in school's budget
- Any other circumstances which gives rise to change in staffing

## **2.0 SCOPE**

- 2.1 This policy applies to all teaching and support staff, regardless of grade or position, hours worked, or whether the contract is permanent, temporary or fixed term.
- 2.2 Where this policy refers to the 'Executive Head Teacher, and the Head of School's post is identified in the organisation change proposal as being one at risk of potential redundancy, 'Chair of the Trust' should replace 'Head of School'.

### **3.0 PRINCIPLES**

- 3.1 In the application of the policy, the Trust Board will ensure that all staff are dealt with fairly and equitably regardless of status. No employee will receive less favourable treatment or be discriminated against or victimised for any reason. The monitoring of this policy for equalities purposes will include the provision of relevant information to recognised trade unions.
- 3.2 Consultation will take place with both staff and recognised unions, at Local Authority Level (see process flowchart on page 19) at the earliest possible stage in this procedure, with a view to reaching agreement to avoiding compulsory redundancies. Compulsory Redundancy will only be used after all other reasonable alternatives have been considered. It is best practice that, prior to any decisions made by Trust Board and consultation regarding restructures and redundancies, schools will have shared relevant information, including shadow staffing structures, financial information and future plans with trade unions.
- 3.3 Staff will be informed of their right to be accompanied by a trade union representative or a work colleague throughout this process.
- 3.4 Fair selection procedures will be used if redundancy becomes necessary, in accordance with an agreed selection criteria formally adopted by the Trust Board. (4.4.2)
- 3.5 All employees selected for redundancy will have the right to appeal against such a decision and should use the appeals mechanism contained in this policy.
- 3.6 Every effort will be made to redeploy staff who have been selected for redundancy.
- 3.7 All those involved in carrying out the redundancy selection process will do so with sensitivity.
- 3.8 All staff will be offered counselling through the Trusts adopted staff welfare Counselling Service throughout the organisational change process.

## **4.0 DEFINITION OF REDUNDANCY & CONTRACTUAL RIGHTS**

4.1 An employee is redundant if the employer has:

- Closed or intends to close the school where the employee is employed.
- Ceased or intends to cease the particular kind of work for which the employee is employed, or the employer intends to,
- Reduce the number of posts in the school establishment

NB: this is not an exhaustive list

4.2 An employee, dismissed by reason of redundancy, will be entitled to claim redundancy payment if he/she has two years of qualifying continuous employment at the effective date of termination. (see section 3 paragraph 3).

4.3 The following steps should be taken to comply with best practice, if an employer is intending dismissing an employee on the grounds of redundancy.

Step 1 - Write to the employee to discuss the redundancy and invite them to a meeting.

Step 2 - Hold a meeting with the employee (at which he/she has the right to be accompanied). Notify the employee of the decision and the right of appeal.

Step 3 - Hold an appeal meeting (if the employee wishes to appeal) at which the employee has the right to be accompanied and inform the employee of the decision.

4.4 A redundancy dismissal is not different from any other dismissal in that an employee will be entitled to the contractual period of notice or will be given a payment in lieu of notice comprising salary and other contractual benefits.

## **SECTION 2: PROCESS**

### **1.0 IDENTIFYING THE ORGANISATIONAL CHANGE & POTENTIAL REDUNDANCIES**

1.1 The Head of School/CEO/Executive Principal will identify the reason for the proposed change and will gather all the relevant information, to determine the requirements to the change of the service, including those at risk of redundancy. A consultation document should be submitted for approval by the Trust Board, which sets out:

- a clear rationale for the proposed change.
- Impact and mitigation around staff wellbeing, workload and health and safety
- the posts potentially affected by the proposal.
- the proposals for managing the change
- the timescales involved.

1.2 The consultation document should include, but is not limited to, the following paperwork:

- Financial Savings.
- Current staffing structure.
- Health and safety risk assessment and workload impact assessment were applicable
- Proposed staffing structure.
- Equalities impact assessment where applicable
- Job descriptions for any proposed new posts.
- Suggested strategies to avoid compulsory redundancies.

1.3 The Trust will use professional advice as appropriate.

1.4 The Chair of the Trust will delegate the responsibility to the Finance and Resources Committee. During the process the Executive Head Teacher will provide advice and guidance to both the Committee member/s and the staff with the support of their Trade Union representative.

1.5 The Chair of the Trust will establish an Appeals Committee.

## **2.0 MINIMISING REDUNDANCIES**

2.1 The Trust is committed to minimising the number of compulsory redundancies and therefore the following measures/alternatives should be explored and used when appropriate:

- restrict/suspend any recruitment;
- delete any vacant posts that are not required;
- ending or reducing overtime spend;
- ending casual or temporary contracts;
- voluntary reduction in hours;
- assimilation – slotting in employees to a new post where the post is substantially unchanged.
- redeployment (see section 5);
- release of supply/agency staff;
- voluntary redundancy.

NB. this is not an exhaustive list and all measures should be considered.

### **3.0 CONSULTATION & COMMUNICATION**

3.1 The purpose of consultation is to provide the opportunity to take account of as well as listening to the views of employees and their representatives, in order to reach agreement, where possible, before decisions are made. Consultation should begin in good time, taking term dates into consideration in order that the process can be meaningful for all parties.

#### **3.2 Consultation Periods**

<b>No of employees</b>	<b>Minimum Consultation Period</b>
1-19 employees at risk of redundancy.	30 working days
20-99 employees at risk of redundancy	45 working days
100 plus employees at risk of redundancy	45 working days
Changes to job descriptions	21 working days

3.3 The Trust HR Manager will give the required notice of consultation, if appropriate (when 20 or more employees are being made redundant at one establishment), to the Secretary of State, on behalf of the School.

3.4 The Trust Board and the Executive Head Teacher will recognise the length of time needed to complete the redundancy process. For example, in a normal school planning cycle, the Trust Board will start the process at the beginning of the Spring Term (January) to enable notices for teachers to be given by 31 May to take effect on 31 August (i.e. the normal contractual date for departure). The termination dates for support staff are not restricted to the ends of term.

3.5 It is a legal requirement for formal consultation to take place with Trade Unions where there are potential redundancies. This policy will be applied where there is a potential redundancy situation for any number of staff.

3.6 Prior to any formal meeting, it will be desirable and good practice, for the Executive Head Teacher to communicate to those staff who are directly or indirectly affected to inform them that formal consultation will be happening in the near future.

## 4.0 FORMAL CONSULTATION MEETING

- 4.1 The Executive Head Teacher, on behalf of the Redundancy Committee, should invite all staff who are likely to be affected to attend a meeting. (Following the formal consultation meeting, consideration should be given to the impact of the whole school workforce and these employees should be informed of the proposed changes).
- 4.2 Unions (at Local Authority level both Waltham Forest or Hackney) will be notified in writing at the earliest possible time in advance of the formal consultation meeting, ideally at least 10 days but no less than 5 working days. The information provided to the unions should remain private and confidential; this will enable the trade union representatives to prepare for the meeting. The union reps should not share the document with their members at this point. Consideration should be given for union representatives to have a meeting with the Executive Head Teacher & HR prior to the formal staff consultation meeting.
- 4.3 The Executive Head Teacher will be responsible for ensuring that all staff attend the consultation launch and make the necessary arrangement for those staff on annual leave, sick or maternity/paternity leave to have access to the relevant information, either by appointment or sending out all information by post.
- 4.4 It is recommended that the Trust HR Manager attends the meeting to advise and support the Executive Head Teacher.
- 4.5 The purpose of this consultation meeting is to present the written proposal. To enable employees who may be affected and their representatives to:
  - understand the facts, and
  - make any initial representation relating to the proposals
- 4.6 The trade union representative(s) will have the opportunity to meet with their members immediately after the meeting.
- 4.7 The Executive Head Teacher or another appropriate person must offer to hold one to one meetings with the affected staff in order to listen to their views. It is the decision of the employee as to whether they wish to attend and if they want to be accompanied by a work place colleague or a trade union representative.
- 4.8 The trade unions and staff affected must be given a reasonable time in which to respond during the consultation process. The Redundancy Committee or other appropriate elected committee must consider any representations made by the



trade unions and respond formally in writing, giving a reason for any representation not accepted.

## **5.0 VOLUNTARY REDUNDANCY**

### 5.1

Voluntary redundancy (VR) can be offered as a way of mitigating a compulsory redundancy but will not always be possible. During the process of seeking applications for voluntary redundancy, the Trustees should ensure that it is made available to those directly affected by the changes and that:

- Staff are made aware that the redundancy package calculation is the same for VR as compulsory redundancy.
- Staff are made aware that there is no automatic entitlement to redundancy/early retirement benefits. Whilst every effort would be made to accept volunteers to avoid compulsory redundancy, the needs of the school should be given priority.
- The timescale for receiving applications takes into account time required for potential volunteers to seek advice and information on their redundancy/early retirement benefits.
- The table which assists in calculating a staff member redundancy can be found at Appendix 3.

NB: volunteers for redundancy should be given time to consider their options and as a minimum given the length of the consultation period to put in applications.

## **6.0 APPOINTING TO THE NEW STRUCTURE**

- 6.1 For the purposes of managing the changes required across the Trust, the following processes will apply.
- 6.2 In order to minimise redundancies, the Trust will seek to ensure posts are filled using one of the methods below, providing employees who possess the suitable skills and experience for the role. There could be times where a new post may be advertised externally during this process if the Executive Head believes that employees at risk do not have the relevant skills, following a skills audit.
- 6.3 Assimilation – matching employees with posts where the post is broadly similar to the current role, and must have a match of 70% (within one grade up or down for support staff).

- 6.4 Closed Ring fencing – This occurs when a group of employees who all undertake posts where the post is broadly similar to the current role. This applies to those who would normally assimilate to a post but where there are fewer posts available than the number of staff eligible, (within one grade up or down for support staff). All staff within the affected group should be interviewed and the position will be filled from the affected group. Ring-fencing may be applied during restructuring when;
- there are fewer jobs within the new structure for the affected group
- 6.5 The following criteria will apply in determining the closed ring-fence group of employees:
- Employees will be ring-fenced to posts where there is a broad similarity of job duties between the job in the old and the new structure;
  - Employees will be ring-fenced where it is likely that there is a substantial match of the employee's skills and experience to the job, i.e. the redeployee meets the essential requirements of the job specification; and
  - Employees in the ring-fence group will normally be on the same grade as the vacant job or within one grade up or down.
- 6.6 Open ring-fence – grouping employees who currently undertake posts of a similar nature to the new posts but where there are significant differences.
- 6.7 Care needs to be taken to ensure that no discrimination occurs during the redundancy process, neither directly nor indirectly, on the grounds of race, sex, disability, sexual orientation, age or religion or belief, or being a trade union member.
- 6.8 Wherever possible schools should ensure individuals who are pregnant or on maternity leave are given suitable alternative employment. However, if there are no suitable alternative vacancies, an employee may be made redundant during or after maternity leave providing:
- There is a genuine redundancy situation.
  - There is no suitable alternative work available within the school.
  - Redeployment has been considered.
  - The correct procedures have been followed
- 6.9 The recommended selection process within a redundancy situation would be interviews with a skills test.
- 6.10 Following the selection process, feedback should be given to staff.

## **7.0 COMPLUSORY REDUNDANCY**

7.1 Once the above procedures have been exhausted any individual who is unsuccessful in securing a position within the new structure will therefore be made redundant. Redundancy payments will be made in accordance with section 3, paragraph 3.

## **8.0 NOTIFICATION OF DISMISSAL**

8.1 If, after giving due consideration to the employee's representation, there are no apparent alternatives to redundancy and the decision is made to dismiss on the grounds of redundancy, the employee will be notified in writing. The letter should state:

- clear details of the termination date in accordance with their contractual entitlement.
- terms of redundancy and entitlements to redundancy pay.
- details of any payments in lieu of notice, payments for outstanding holiday pay.
- rights to reasonable time off to attend interviews.
- the right of appeal and the appeal process.
- redeployment

8.2 The redundancy notice period is the time between the date when an employee receives their formal notice of termination and the date on which the employment is to be terminated. These dates will be made clear during the meeting with the employee and within the termination letter.

8.3 Throughout the notice period, discussions will continue between the employee and management regarding the redundancy situation. Efforts will continue to be made to redeploy the employee up until the date of dismissal.

8.4 If suitable alternative employment is offered to the employee, which is not accepted, the employee will not be entitled to a redundancy payment.

## **9.0 APPEAL**

9.1 An employee has the right of Appeal against dismissal to the Chair of the Trust. The Chair of the Trust will then arrange an appeal committee which will comprise

of three members which could comprise of Trustees and the Chair of the Local Governing Board.

- 9.2 The employee must provide written grounds of their appeal within ten working days of the receipt of the letter. The grounds must set out the reasons for the appeal. The notice of appeal should be addressed to the Chair of the Trust.
- 9.3 The appeal hearing, where possible, should be held within 10 working days of receipt of the employee's appeal, other than in exceptional circumstances when the parties may agree a later date (no more than ten calendar days after the date originally proposed). If the employee and/or their representative do not attend the rescheduled meeting, then it may be held in their absence.
- 9.4 The employee has the right to be accompanied by a trade union representative or work colleague. The panel will be supported by an HR representative.
- 9.5 The employee will receive written notification of the appeal outcome within five working days. The decision of the Appeal Panel is final.
- 9.6 The possible outcomes of an appeal are:
  - Appeal rejected and no change to the decision to dismiss on the grounds of redundancy.
  - Appeal successful, in which case the governors may have to return to selection process of the procedures.
  - Reinstatement of the employee and if appropriate reimburse any outstanding pay.

## **SECTION 3: GENERAL INFORMATION**

### **1.0 REDEPLOYMENT (Support Staff)**

- 1.1 A redeployee is an employee who has been displaced as a result of an organisational change. Every effort will be made to ensure that all employees have access to all facilities available to them to find a new position through re-deployment..
- 1.2 The redeployment period will be the length of the contractual notice period. Any offer of redeployment must be suitable in terms of pay, status, place of employment etc.
- 1.3 Obligations of Redeployee:

- To prepare well and present the best application possible for all suitable posts.
- To consider all reasonable offers of suitable work.
- Wherever possible to inform your manager/Head teacher in good time if you require time off for training or job searching.
- To undertake the duties of a new post at the level of pay you are receiving.
- To consider all further reasonable offers of work which would reduce or eliminate your protected pay.
- To be as flexible as possible in the work he/she is prepared to consider as suitable and its location.

- 1.4 If there is suitable alternative employment available in the School or Trust, the Executive Head Teacher must advise the employee of this on behalf of the Trust. The Executive should write to the employee with a firm offer setting out the details of the alternative post.
- 1.5 Redeployment for staff based in schools cannot be guaranteed but every effort to support the employee in seeking alternative work will be made.
- 1.6 The redeployee will have a trial period of 4 weeks in which to undertake initial induction and training to become accustomed to the new role and demonstrate their suitability for the post. A trial period will be 4 weeks unless there are exceptional circumstances warranting a longer trial period of up to 8 weeks. Any request for an extension will be considered on a case by case basis, however should the trial period not be successful then the employee will be entitled to their redundancy package.
- 1.7 For support staff, a redeployee who accepts an offer of suitable alternative work which is on a lower grade (normally within one grade from which they were made redundant) may be paid at their substantive spinal column point/grade immediately before redeployment for a period of six months or until the maximum spinal column point/grade of the new job meets or overtakes the protected grade. For teaching staff the safeguarding arrangements are as set out in the STP&CD and Burgundy Book will apply.

## **2.0 TRAINING & SUPPORT**

- 2.1 Consideration should be given to any training, which may reasonably be available to improve a redeployee's performance in a job on a short timescale, but such training is usually given on the job.
- 2.2 Employees selected for redundancy will be given reasonable paid time off work during their notice period to look for work or seek retraining opportunities. All requests for time off must be agreed with the line manager/Executive Head Teacher.
- 2.3 All employees should be made aware of the Trust's employee assistant programme as they can offer not only emotional but financial support.

## **3.0 REDUNDANCY BENEFITS**

- 3.1 An employee, whose post has been made redundant, will be entitled to claim a statutory redundancy payment (if he/she satisfies the relevant criteria), which would be calculated according to age and length of service. The employee must have been dismissed by reason of redundancy and have two years qualifying continuous employment at the effective date of termination.
- 3.2 Under the Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999, all school employees can also count previous teaching service or any other continuous service with one or more local authorities, where there has not been a break in employment. Any break of service of one week will break the continuity of service for a redundancy payment. Only complete years of service are counted.
- 3.3 The redundancy payment (which complies with age discrimination policy) is calculated as follows and based on the statutory Redundancy Matrix. The full matrix can be found at Appendix 3.
  - (i) one and half week's pay for each complete year of service after reaching the age of 41.
  - (ii) one week's pay for each complete year of service between the ages of 22 and 40 inclusive; and
  - (iii) half a week's pay for each complete year of service after reaching the age of 18 but not having reached the age of 22.

NB The maximum number of service years is 20 when calculating redundancy payment.

- 3.4 Payment is based on actual pay rather than the statutory weekly limit and applies to both teaching and support staff. (Regulation 5 of the Teachers Compensation for Redundancy and Premature Retirement Regulations maintains the discretion for teacher's employers to disregard the earnings limit and to pay compensation for redundancy based on a teacher's full earning.)
- 3.5 Salary is calculated on the average of the last twelve weeks of pay and is defined as all contracted pay. Any temporary or 'acting-up' allowance will only be included if it has been part of the salary package for twelve months or more.
- 3.6 In the case of a term-time only employee a weeks' pay for redundancy purposes is the annual salary divided by the number of weeks worked plus any weeks where the employee has paid leave.
- 3.7 If an employee is offered a post with another employer covered under the above Order (all local authorities in England, Wales and Scotland) before the termination of the employment, which commences within 4 weeks of the termination, he/she will lose the right to redundancy payment.
- 3.8 The School will meet the costs of redundancy payments.

## **4.0 PENSION**

- 4.1 Employees who are members of the Local Government Pension Scheme (LGPS) and have attained the age of 55 are entitled to immediate payment of pension and lump sum if early retirement is on the grounds of redundancy, subject to three months pensionable service.
- 4.2 From age 55 employees who are members of the TPS may take early retirement by accepting actuarially reduced benefits (ARBs).
- 4.3 Support staff aged over 55 who are made redundant and are members of the Local Government Pension Scheme (LGPS) can access their pension without any actuarial reduction. The pension strain costs can be spread over a maximum of three years and will be paid by the School.
- 4.4 Teachers have no right to access their pension early, if made redundant aged over 55.

For Teachers' Pension Scheme (TPS) [www.teacherspensions.co.uk](http://www.teacherspensions.co.uk)

For Local Government Scheme (LGPS)

[www.wandsworth.gov.uk/info/200260/finance\\_department/417/pensions\\_shared\\_service](http://www.wandsworth.gov.uk/info/200260/finance_department/417/pensions_shared_service)

For Hackney Pension Scheme

[www.hackneypension.co.uk/about-us/contact-details](http://www.hackneypension.co.uk/about-us/contact-details)



## Flowchart of Organisational Review/Change Procedure

Identify organisational change and gather information to determine whether redundancy situation exists. Look at ways to avoid job losses.
Provisional discussion with whole staff on the possible need for Restructure
Seek advice from HR Manager. Submit provisional proposal to Chair of Trust and CEO for approval
Provisional discussions with unions at school level (if appropriate)
Provisional proposals are agreed by Committee
<p style="text-align: center;">Consult with Trade Unions at Local Level</p> <ul style="list-style-type: none"> <li>▪ Provide unions with proposal for consultation in writing <ul style="list-style-type: none"> <li>▪ Meet with unions to discuss proposals</li> </ul> </li> </ul>
<p style="text-align: center;">Consult with Employees</p> <ul style="list-style-type: none"> <li>▪ Provide employees with proposal for consultation in writing <ul style="list-style-type: none"> <li>▪ Meet with staff and unions to discuss proposals</li> </ul> </li> </ul>
Schedule one to one meetings with Executive Head Teacher
Representations from staff and unions considered and final decision made by Committee
Final decision communicated to Staff and Unions
Executive Head Teacher applies selection criteria to affected staff which is communicated
Issue notice of dismissal to staff with details of redundancy entitlement and right of appeal
Make efforts to re-deploy until termination date
<p style="text-align: center;">Appeal process-</p> <p style="text-align: center;">Employee submits written appeal within 10 working days</p> <p style="text-align: center;">Appeal acknowledged</p> <p style="text-align: center;">Appeal hearing arranged and held</p>
Notify employee(s) of final decision (outcome of appeal) in writing within 5 working days of appeal hearing

## **SECTION 4: APPENDICES**

### **Appendix 1**

#### **Voluntary Redundancy Procedure**

##### **1.0 Use of Voluntary Redundancy**

- 1.1 The school considers that redundancy is the last resort and that every effort will be made to redeploy displaced employees.
- 1.2 This procedure sets out how the school may minimise the need for compulsory redundancies by seeking volunteers for redundancy in the first instance.

##### **2.0 Voluntary Redundancy Linked to Restructures**

2.1 In any restructure where redundancies are likely, managers may seek volunteers for redundancy as a first option from:-

- employees in any posts proposed for deletion as a result of a restructure;
- employees in posts where a reduction in FTE posts is proposed as a result of a restructure; or
- employees in posts not proposed for deletion or reduction, but which could be filled by employees in a compulsory redundancy situation to avoid them being made compulsorily redundant

2.2 All invitations for voluntary redundancy will take into consideration whether it is appropriate (i.e. that it is strategically and operationally viable).

2.3 Invitations for voluntary redundancies will normally be made at the time that the redundancy situation is generally announced and is usually through the proposal document.

2.4 Normally, opportunities to volunteer for redundancy will be available for a defined period of time (i.e. there will be a closing date for requests, usually during the consultation period).

2.5 Normally, invitations for voluntary redundancy will only be made to employees within a defined group, i.e. teachers, support staff at the Trust's absolute

discretion, employees that are not directly affected may be invited to apply for voluntary redundancy.

Where an application from an employee in an unaffected group is being considered, they will only be accepted if someone facing compulsory redundancy is willing and competent to take on the job that would be vacated.

- 2.6 HR will, on request and without prejudice, provide provisional redundancy estimates to employees who are considering applying for voluntary redundancy. A 'ready reckoner' is provided at Appendix 3 to assist employees in calculating their redundancy package. Formal redundancy estimates will be provided by the school once the employee's application for voluntary redundancy is accepted.
- 2.7 Any application for voluntary redundancy made by an employee is without prejudice and may be withdrawn later and the employee considered for on-going employment opportunities. Once the employee has accepted a formal offer of voluntary redundancy, they may not withdraw their application.

#### **4.0 The Decision-Making Process**

- 4.1 The decision to accept or decline an application for voluntary redundancy will be made at the absolute discretion of the Trust Board and is final. There is no right of appeal and no grievances against the decision will be considered or accepted. All applications for voluntary redundancy are made on this understanding.
- 4.2 Decisions will be based on the impact on the service and could include:-
  - the Trust's need to retain the types of knowledge and skills that are believed to be essential to meet future business aims;
  - the need to retain a balance of employees with different skills;
  - issues around skills shortages, retention problems;
  - cost considerations (including capital costs of early pension payments)
- 4.3 Selection for redundancy will not be approved where the decision is based solely on poor performance, conduct or absence. Voluntary redundancy is not an alternative to performance management or absence management.
- 4.4 Decisions will be based on business needs only. Individual employees' personal circumstances will not be considered as the basis for a decision whether to accept or decline an application for voluntary redundancy.

- 4.5 Where an employee's application for voluntary redundancy is accepted, the Executive Head Teacher will notify the employee in writing as soon as possible after the consultation closing date for applications. (NB: note requirements at 2.2)

The closing date for redundancy applications will take account of key dates in the restructuring process and will not be before collective consultation has ended\*. Similarly, dismissals will not take effect within statutory consultation periods\*. (\*Where statutory consultation periods apply)

The Executive Head Teacher will, at a meeting if the employee wishes, agree the timing of the redundancy and confirm the employee's entitlement to notice, final payments, benefits and severance payments. Where a meeting takes place, employees will have the right to be accompanied.

- 4.6 Following the meeting (if held), the Executive Head Teacher will issue formal notice of redundancy in writing to the employee, along with written details of the financial package.

## **5.0 Absent employees**

- 5.1 The Executive Head Teacher must include all affected employees where voluntary redundancy is offered. This includes employees on sick leave, maternity leave, adoption leave or any form of absence.

## **6.0 Re-employment and related employment.**

- 6.1 Employees who leave the school under voluntary redundancy may not return to any job with Arbor Academy Trust, whether directly employed or via an agency, for a period of at least one year.
- 6.2 Employees who receive a job offer from another Modification Order body while under notice of redundancy and who begins work with that body within 4 weeks of the end of the old employment, will not be entitled to a redundancy payment.

## **7.0 Insurance and benefits – including Mortgage Insurance, Income Protection Insurance and unemployment benefits**

- 7.1 Employees who volunteer for redundancy must make their own enquiries about the impact this would have on any insurance they might have – including mortgage Insurance or Income Protection Insurance – and/or unemployment benefit.

## Appendix 2

### TRADE UNIONS

#### SUPPORT STAFF - SCHOOLS

##### **UNISON:**

Colin Inniss (send Restructure documents only)  
[c.inniss@unison.co.uk](mailto:c.inniss@unison.co.uk)

Janet Walker  
Branch Secretary  
Room 215, 2<sup>nd</sup> Floor, 313 Billet Road, Walthamstow E17 5PX  
Tel. No: 020 8496 4703  
Mobile: 07402 322662  
[janet.walker@unisonwalthamforest.org.uk](mailto:janet.walker@unisonwalthamforest.org.uk)

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## Appendix 3

### Redundancy Pay Table

To calculate the number of week's redundancy pay, cross-reference the person's age and years of service and then multiply that number by the weekly salary. For example a person with a salary of £200 per week aged 22 with four years of service will be entitled to two weeks' salary, a total redundancy of £400.

		Service (years)																		
Age	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
17	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
18	1.0	1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
19	1.0	1.5	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
20	1.0	1.5	2.0	2.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
21	1.0	1.5	2.0	2.5	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
22	1.0	1.5	2.0	2.5	3.0	3.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
23	1.5	2.0	2.5	3.0	3.5	4.0	4.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
24	2.0	2.5	3.0	3.5	4.0	4.5	5.0	5.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
25	2.0	3.0	3.5	4.0	4.5	5.0	5.5	6.0	6.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
26	2.0	3.0	4.0	4.5	5.0	5.5	6.0	6.5	7.0	7.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
27	2.0	3.0	4.0	5.0	5.5	6.0	6.5	7.0	7.5	8.0	8.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
28	2.0	3.0	4.0	5.0	6.0	6.5	7.0	7.5	8.0	8.5	9.0	9.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
29	2.0	3.0	4.0	5.0	6.0	7.0	7.5	8.0	8.5	9.0	9.5	10.	10.	0.0	0.0	0.0	0.0	0.0	0.0	
30	2.0	3.0	4.0	5.0	6.0	7.0	8.0	8.5	9.0	9.5	10.	10.	11.	11.	0.0	0.0	0.0	0.0	0.0	
31	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	9.5	10.	10.	11.	11.	12.	12.	0.0	0.0	0.0	0.0	
32	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.	10.	11.	11.	12.	12.	13.	13.	0.0	0.0	0.0	
33	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.	11.	11.	12.	12.	13.	13.	14.	14.	0.0	0.0	
34	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.	11.	12.	12.	13.	13.	14.	14.	15.	15.	0.0	
35	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.	11.	12.	13.	13.	14.	14.	15.	15.	16.	16.	
36	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.	11.	12.	13.	14.	14.	15.	15.	16.	16.	17.	
37	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.	11.	12.	13.	14.	15.	15.	16.	16.	17.	17.	
38	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.	11.	12.	13.	14.	15.	16.	16.	17.	17.	18.	
39	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.	11.	12.	13.	14.	15.	16.	17.	17.	18.	18.	
40	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.	11.	12.	13.	14.	15.	16.	17.	18.	18.	19.	

41	2.0	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	19.
42	2.5	3.5	4.5	5.5	6.5	7.5	8.5	9.5	10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.
43	3.0	4.0	5.0	6.0	7.0	8.0	9.0	10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.	21.
44	3.0	4.5	5.5	6.5	7.5	8.5	9.5	10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.	21.
45	3.0	4.5	6.0	7.0	8.0	9.0	10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.	21.	22.
46	3.0	4.5	6.0	7.5	8.5	9.5	10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.	21.	22.
47	3.0	4.5	6.0	7.5	9.0	10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	23.
48	3.0	4.5	6.0	7.5	9.0	10.	11.	12.	13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	23.
49	3.0	4.5	6.0	7.5	9.0	10.	12.	13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	23.	24.
50	3.0	4.5	6.0	7.5	9.0	10.	12.	13.	14.	15.	16.	17.	18.	19.	20.	21.	22.	23.	24.
51	3.0	4.5	6.0	7.5	9.0	10.	12.	13.	15.	16.	17.	18.	19.	20.	21.	22.	23.	24.	25.
52	3.0	4.5	6.0	7.5	9.0	10.	12.	13.	15.	16.	17.	18.	19.	20.	21.	22.	23.	24.	25.
53	3.0	4.5	6.0	7.5	9.0	10.	12.	13.	15.	16.	18.	19.	20.	21.	22.	23.	24.	25.	26.
54	3.0	4.5	6.0	7.5	9.0	10.	12.	13.	15.	16.	18.	19.	20.	21.	22.	23.	24.	25.	26.
55	3.0	4.5	6.0	7.5	9.0	10.	12.	13.	15.	16.	18.	19.	21.	22.	23.	24.	25.	26.	27.
56	3.0	4.5	6.0	7.5	9.0	10.	12.	13.	15.	16.	18.	19.	21.	22.	23.	24.	25.	26.	27.
57	3.0	4.5	6.0	7.5	9.0	10.	12.	13.	15.	16.	18.	19.	21.	22.	24.	25.	26.	27.	28.
58	3.0	4.5	6.0	7.5	9.0	10.	12.	13.	15.	16.	18.	19.	21.	22.	24.	25.	26.	27.	28.
59	3.0	4.5	6.0	7.5	9.0	10.	12.	13.	15.	16.	18.	19.	21.	22.	24.	25.	27.	28.	29.
60	3.0	4.5	6.0	7.5	9.0	10.	12.	13.	15.	16.	18.	19.	21.	22.	24.	25.	27.	28.	29.
61	3.0	4.5	6.0	7.5	9.0	10.	12.	13.	15.	16.	18.	19.	21.	22.	24.	25.	27.	28.	30.

**Note:** redundancy payments for all ages over 61 will be calculated in the same way as 61 shown above