



# STAFF REDUNDANCY & REDEPLOYMENT POLICY & PROCEDURE

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Name of policy writer	John McNally
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## 1. Introduction

- 1.1 The Board of Directors of SHARE MAT have adopted the policy set out in this document to provide a clear framework for the exercise of its powers and discretions in relation to all staff employed in the MAT.
- 1.2 SHARE MAT is committed to taking all relevant decisions in accordance with the principles of public life, as described in Department for Education guidance (namely objectivity, openness and accountability).
- 1.3 SHARE MAT believes in “Valuing People, Supporting Personal Best”. We will not undertake redundancies or restructuring lightly. If we must, for example because of budget cuts, we will try to avoid compulsory redundancies by offering redeployments or seeking voluntary redundancy first. In some situations, compulsory redundancies may be necessary, for example where the pattern or volume of our work changes, where we have to cut services or where the need for particular roles may reduce.
- 1.4 Where we are proposing to make redundancies, we will enter into consultation with all affected employees on an individual basis and, where appropriate, also with recognised trade unions and/or employee representatives.
- 1.5 SHARE MAT will comply with the following relevant legislation: SHARE MAT follows the terms and conditions of employment described in:
  - The Equality Act 2010
  - The Employment Act 2008
  - The Employment Act 2002
  - The Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002
  - The Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000
  - The Employment Relations Act 1999
  - The Employment Rights Act 1996.
- 1.6 SHARE MAT follows the terms and conditions relating to redundancy, as described in:
  - Conditions of service for school teachers in England and Wales (Burgundy book)
  - Local government terms and conditions (Green book).

## 2. Scope and equality impact statement

- 2.1 In following any redundancy procedure in accordance with this policy, we will not discriminate directly or indirectly on grounds of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, religion or belief, sex, or sexual orientation. Part-time workers and fixed-term employees will not be treated less favourably than full-time or permanent comparators.

## Redundancy and redeployment policy

- 2.2 This policy only applies to employees of the trust who have greater than two years' continuous service (which will be referred to as "you" in this policy). It does not form part of your terms and conditions of employment and is not intended to have contractual effect. It is provided for guidance purposes only and we reserve the right to amend this policy at any time.

### 3. Policy purpose

- 3.1 The purpose of this policy is to ensure that, whenever a reduction in employee numbers is proposed, we will:
- communicate clearly with all affected employees and ensure that they are treated fairly
  - handle the redundancy exercise in a fair, consistent and sympathetic manner
  - try to find ways of avoiding compulsory redundancies
  - consult with potentially affected employees and with recognised trade unions and/or employee representatives where applicable
  - ensure any selection for compulsory redundancy is undertaken fairly and reasonably
  - pay any colleagues who are made redundant a fair compensation package.

### 4. Avoiding Compulsory Redundancies

- 4.1 In the first instance, we will consider steps that might be taken to avoid the need for compulsory redundancies. Examples of such steps might include:
- reviewing 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
  - retraining and / or redeployment within and across the trust
  - reducing overtime / additional hours
  - 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 trust.

- 4.2 Some requests may be subject to further levels of approval by the Department for Education, depending on the overall level of compensation required.
- 4.3 Any measures adopted must not adversely affect the trust or its ability to deliver educational services and pastoral/support services to our pupils.

### 5. Making Compulsory Redundancies

- 5.1 When it is not possible to avoid potential compulsory redundancies, all affected employees and, where appropriate, recognised trade unions and/or employee representatives, will be advised and consulted on the procedure that will then be followed and the criteria that will be applied.

## Redundancy and redeployment policy

- 5.2 Consultation will begin in good time and will be in accordance with statutory requirements where applicable:
- 30 days before the first dismissal if it affects 20–99 employees at one establishment over a period of 90 days or less
  - 45 days before the first dismissal takes effect if 100 or more employees are to be made redundant at one establishment over a period of 90 days or less.
- 5.3 Where the above statutory requirements do not apply, we will determine a reasonable and meaningful consultation period based on the proposals.
- 5.4 The criteria used to select those employees potentially at risk of redundancy will be objective, transparent, fair and based on the skills required to meet the trust's existing and anticipated need. A record will be kept of the selection process and results.
- 5.5 If you have been provisionally selected for redundancy, you will be consulted with individually.
- 5.6 If you are selected for redundancy, you will be given written notice of termination of employment. in accordance with your contractual notice and subject to minimum statutory requirements. You will also receive written confirmation of the payments that you will receive and the opportunity to appeal against the decision.

## 6. Redundancy Pay

- 6.1 If you have 2 or more years' continuous service you may qualify for statutory redundancy pay, which is calculated by age, weekly pay (capped as per statute) and length of service (capped at 20 years), as is detailed in the Employment Relations Act 1996. In most cases, the following will apply:
- 0.5 week's pay for each full year of service where age during year is less than 22
  - 1 week's pay for each full year of service where age during year is 22 or above, but less than 41
  - 1.5 weeks' pay for each full year of service where age during year is 41+.

However, please note there are statutory limits on the length of service used for calculations and a statutory limit on any overall payment.

Further details are available on the government website:

[Redundancy: your rights: Statutory redundancy pay - GOV.UK](#)

- 6.2 It may be possible to offer additional payments if you volunteer for redundancy and we can make a business case that accepting your request will save greater expenditure within a reasonable period of time. Such payments may be subject to approval by the Department for Education and cannot be guaranteed.

## 7. After selection - alternative employment

- 7.1 We will continue to look for alternative employment for any employee selected for redundancy and in that instance will inform you of any vacancies that we have until your termination date.
- 7.2 The manner in which employees selected for redundancy will be invited to apply for and be interviewed for vacancies will be organised depending on the circumstances. Alternative employment may be offered subject to a trial period, where appropriate.
- 7.3 Employees selected for redundancy will be prioritised for redeployment but the trust reserves the right to appoint the best candidate for the job.
- 7.4 If such suitable alternative employment is available, you will receive a written offer detailing the terms and conditions applicable to the new employment. Your acceptance should be in writing.
- 7.5 If you refuse the offer of alternative employment, you must do so in writing, setting out your reasons. Unreasonable refusal of an offer of a suitable alternative job may lead to loss of your right to a redundancy payment.

## 8. Pregnancy and family friendly leave

- 8.1 We will offer you first refusal of any suitable alternative employment, where this is available, whilst you are on statutory maternity, adoption, or shared parental leave.
- 8.2 In addition, this right extends to the following periods:
  - **Maternity Leave:** from the day you inform us of your pregnancy where this is on or after 6th April 2024, until 18 months from either the first day of your EWC or the exact date of birth (where you notified us of this before the end of your maternity leave) provided your statutory maternity leave ends on or after 6th April 2024.
  - **Adoption Leave** - If your statutory adoption leave ends on or after 6th April 2024, until 18 months from the placement of adoption (or the date the child enters Great Britain if adopting from overseas).
  - **Shared Parental Leave** - If you take a period of at least 6 consecutive weeks of shared parental leave, which begins on or after 6th April 2024, until 18 months from either:
    - i. the first day of your EWC, or the exact date of birth if you notified us of this before the end of your maternity leave, (unless you are otherwise protected under Maternity Leave);
    - ii. the placement of adoption (unless you are otherwise protected under Adoption Leave); or
    - iii. the date the child enters Great Britain if adopting from overseas (unless you are otherwise protected under Adoption Leave).

## 9. Time off to seek work

9.1 If you are under notice of redundancy (and have at least two years' continuous service) you will be entitled to take a reasonable amount of paid time off work to look for alternative employment, attend interviews or to undertake training for future employment.

## 10. Additional Support

10.1 Employees who are at risk of redundancy or who have been issued a notice of redundancy will be able to access the trust's confidential counselling helpline. Where possible, employees will also be linked to a manager outside of the process who can offer support.

## 11. If you wish to leave before the end of the notice period

11.1 It may be possible for you to agree with us an earlier leaving date. However, this will be entirely at our discretion and if this is not agreed, you would have to resign to bring your employment to an early end. A resignation during the notice period would mean that you are not treated as "dismissed" by reason of redundancy. This means that there would be no entitlement to redundancy pay.

## 12. If you get another job outside of the Trust before the notice period ends

12.1 Where the following situation applies:

- you receive an offer of a job from another organisation within the Modification Order, **and**
- that job offer was made while you were under notice of redundancy, and before the end of your notice period, **and**
- the start date of that new job is within four weeks (including five Sundays) of the end of the notice period, the Redundancy Payment (Local Government) (Modification) Order 1999 (more commonly known as the "Modification Order") will apply and you will not be entitled to any redundancy pay. This is because the Modification Order operates to deem that your employment will have continued (for the purposes of redundancy payments (and pension is appropriate)) into that new employment.

For further information on the Modification Order please contact the trust's HR Manager.

## 13. Redundancy Appeal Procedure

13.1 If you wish to appeal against a decision to dismiss you by reason of redundancy, you should write in the first instance to your line manager or HR Manager, who will arrange an appeal hearing. The appeal request must be submitted within 10 working days of the decision you are appealing against, setting out the grounds and basis for your appeal.

## Redundancy and redeployment policy

Redundancy appeals will usually be conducted and determined by a panel, who will not previously have been involved in the decision-making process. Depending on your post, the panel may be made of up senior leaders, central team leaders, governors or directors or a combination of representatives from these groups.

You have the right to be accompanied by a work colleague or an accredited trade union official at any appeal hearing and will be given a full opportunity to state your case. A note-taker will minute the appeal hearing and you will be supplied with a copy of the minutes as soon as is reasonably practicable after the hearing.

No decisions will be reached during the hearing itself. The appeal panel will need to consider all the evidence together with the representations you have made, and in some cases may need to carry out further investigations before a decision can be reached.

You will be notified of the result of the appeal in writing without unreasonable delay. The appeal decision is the final stage of our redundancy procedure.

## 14. Pension implications of being made redundant

### 14.1 Members of the Local Government Pension Scheme (LGPS)

If you are a member of the LGPS, are **over the age of 55** and have more than 2 years' membership in the LGPS, you are entitled to immediate payment of your benefits based on your membership built up to the day you leave employment. We are required to make any necessary payments to your pension fund to ensure that there is no reduction for you being paid earlier. Further details will be provided should this apply to you.

If you a member of the LGPS, are **under the age of 55** and have more than 2 years' membership in the LGPS, your pension built up to the date you leave employment will become a deferred benefit. It will increase each year with the cost of living and is payable at your normal pension age. You can choose to have your deferred benefit payable at any time from age 55 but it may be reduced for being paid early and for longer. You may request to transfer your deferred benefit to another pension scheme at any time before payment.

### 14.2 Members of the Teachers' Pension Scheme (TPS)

Your pension built up to the date you leave employment will become a deferred benefit. It will increase each year with the cost of living and will be payable at your normal pension age.

If you find employment at another School, Academy, or Trust which entitles you to membership of the TPS, you should be able to start or continue in your membership of the TPS (subject to the scheme rules in force at that time).

If you find employment which is non-teaching but with the local authority, you should be able to join the Local Government Pension Scheme instead (subject to the scheme rules in force at that time).

If you find employment with an employer which does not entitle you to membership of the TPS, you may have a number of options (dependant on the scheme rues from time to time in force):

## Redundancy and redeployment policy

- you may be able to **transfer** your TPS pension to a scheme run by your new employer
- you may be able to keep your pension in the TPS, although you will not be able to contribute to it
- your contributions will be refunded automatically if you have been a member of the scheme for less than 2 years.

### 15. Salary safeguarding (protection)

15.1 In the case of a restructure which re-evaluates grades and leadership structures in the light of changing work demands, your salary may be safeguarded for a specified period of time. This will differ from redundancy in that there will be a similar role available in the new structure which you will slot into or be entitled to apply for. The period of safeguarding differs for teachers and support staff, at three years and one year respectively. The details are outlined in the guidance provided in the NJC Green Book and School Teachers' Pay & Conditions Document.

Salary safeguarding is not designed to cover circumstances where an employee accepts a significantly less well paid, different role as an alternative to redundancy.