



**Schools' Personnel:
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REDUNDANCY, REDEPLOYMENT AND REORGANISATION OF SCHOOL/PRU BASED STAFF

**Guidance, Policy and Procedure for Use by
All Schools and PRUs**

(May also be adapted for use by Academies and Others)

**June 2024
(Replaces September 2018 Edition)**



INVESTOR IN PEOPLE



**REDUNDANCY, REDEPLOYMENT AND REORGANISATION OF
SCHOOL/PRU BASED STAFF**

Guidance, Policy and Procedure for Use by All Schools and PRUs

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REDUNDANCY, REDEPLOYMENT AND REORGANISATION OF SCHOOL/PRU BASED STAFF

Guidance, Policy and Procedure for Use by All Schools and PRUs

SECTION A: GUIDANCE AND POLICY

Important Note for Academies and Free Schools:

This document has been written for Local Authority maintained schools and PRUs. Employment legislation and the principles of good employment practice described in this document apply to all and it may, therefore, be adapted for use by other types of school. However, Academies and Free schools must also adhere to any particular requirements that may be prescribed in legislation applicable to Independent Schools. In respect of the handling and funding of redundancies, reference should be made to the Academies Financial Handbook, the Education and Skills Funding Agency and their own individual Funding Agreement.

1. INTRODUCTION

The School Staffing (England) Regulations 2009 and subsequent amendments, which make provision for the staffing of maintained schools, provide Governing Bodies with significant responsibilities for staffing matters within their schools. They have overall responsibility for the appointment and dismissal of staff, as well as for the staffing structure of the school and for the numbers to be employed at any one time. This applies even in Community Schools where the London Borough of Enfield remains the employer. These responsibilities also apply to PRU Management Committees who must adhere to relevant sections of the School Staffing Regulations.

As *Governing Bodies/PRU Management Committees* have the power to set the complement of staff to be employed at the school, they must also determine when there are surplus staff, or when there is a need to reorganise either part or all of the existing structure. It is essential, therefore, that Headteachers, *Governors and PRU Management Committee members* who may be directly involved, have an understanding of the law and good employment practice in relation to the handling of redundancies and associated matters. It is important also that *Governing Bodies/PRU Management Committees* have adopted procedures to be followed in such circumstances.

Alongside their powers in this area, *Governing Bodies/PRU Management Committees* are responsible and answerable before an Employment Tribunal should a challenge be made. Any dismissal that may ultimately prove unavoidable will be handled fairly and reasonably, in accordance with the law and the procedures adopted.

As part of the process of handling the situation fairly and reasonably, the law expects that redundancy should be considered as a last resort, a course to be taken only after all the alternatives have been explored. The exploration of alternative strategies, including looking at other ways to resolve the difficulties and seeking redeployment for any affected individual(s) is, therefore, considered an essential part of the process.

The **AIMS** of this policy and procedure document are to:

- avoid redundancies wherever possible
- ensure that the selection of staff for potential redundancy and redeployment is made fairly, on objective grounds
- minimise hardship for individuals as far as possible
- ensure that the educational standards and needs of the *school/PRU* and its pupils are maintained as far as possible at all times
- ensure that all legal requirements are met

- ensure that all stages of the process can be seen to be fair and consistent, in accordance with the principles of equal opportunity and with good employment practice.

It should be noted that this policy and procedure document is written on the basis that there will be fewer than 20 employees to be made redundant. Specific legislative requirements apply in circumstances where there will be 20 or more employees to be declared redundant at one establishment within a period of 90 days or less. The latter is unlikely to apply in an individual school situation. However, should it be required, further details are set out in Section A, 11. below, 'Collective redundancy - Requirements where 20 or more employees are to be made redundant at one establishment'. This also defines which employees count towards the 20.

2. WHAT CONSTITUTES A REDUNDANCY SITUATION?

Definition of Redundancy -

The legal definition of dismissal by reason of redundancy is contained within the Employment Relations Act 1996. Section 139 states: "For the purposes of this Act an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to –

- (a) The fact that his employer has ceased or intends to cease –
 - (i) to carry on the business for the purposes of which the employee was employed by him, or
 - (ii) to carry on that business in the place where the employee was so employed, **or**
- (b) The fact that the requirements of that business –
 - (i) for employees to carry out work of a particular kind, or
 - (ii) for employees to carry out work of a particular kind in the place where the employee was employed by the employer,
 have ceased or diminished or are expected to cease or diminish."

(Note: For these purposes "cease" and "diminish" mean cease and diminish either permanently or temporarily and for whatever reason. "Business" includes a trade or profession and any activity carried on by a body, whether corporate or otherwise).

This definition is relevant for the purposes of determining whether or not a dismissal is fair and on the grounds of redundancy and, therefore, whether or not an eligible employee is entitled to a redundancy payment. If an employer cannot show that the reason, or principal reason, for dismissal was wholly, or mainly, attributable to a redundancy situation, it will be unfair.

Circumstances in which a redundancy situation EXISTS –

In relation to a *school/PRU*, a redundancy situation may arise as described in **(a) above** in the case of:

- **a school closure**
- **the amalgamation of two or more schools**

However, redundancy is more likely to arise in a *school/PRU* as a result of the situation described in **(b) above**, in respect of:

- **falling pupil rolls**
- **budgetary difficulties**
- **a change in legislation or a change in demand affecting particular subject areas or posts**
- **a particular need to reorganise either part or all of the *school's/PRU's* staffing structure (e.g. this may be in terms of organisational, administrative, management, departmental or curriculum arrangements).**

Circumstances in which a redundancy situation DOES NOT EXIST –

A redundancy situation does **NOT** exist where:

- An individual is at risk of being dismissed due to their inability or unwillingness to perform the duties of the post or adhere to particular standards or procedures (the proper disciplinary or capability procedures should be followed in these circumstances).
- An individual is suffering from ill-health (capability procedures or medical retirement, as appropriate, may apply).
- An individual has been employed purely for the purpose of covering a maternity leave, or other absence of an established member of staff.
- There is a need to consult with an individual, or individuals, to bring about a change in the terms or conditions of their employment which is not sufficiently significant to constitute a redundancy.
- An individual loses their right to work in the U.K. and the employer, therefore, has no option but to dismiss.

In terms of the law there are five 'admissible' reasons for dismissal. In addition to **Redundancy**, the others are:

- **Capability** (i.e. an inability to carry out the duties of the job, which could be related to performance or ill-health)
- **Conduct** (i.e. a disciplinary matter)
- **Statutory Bar** (i.e. where a statutory duty or restriction prohibits the employment from continuing)
- **Some Other Substantial Reason (SOSR)** (This is often referred to as a 'catch all' category and will include [for example] situations such as the return of a permanent postholder from maternity leave or a change in terms or conditions of employment for business reasons which an employee ultimately refuses to accept).

If the reason for an employee's dismissal, or potential dismissal, is related to their capability, conduct, a statutory bar, or the dismissal is for some other substantial reason that is not attributable to the role or work itself, then there is not a redundancy situation. A redundancy arises where a particular role or work is not required, or there are plans to reduce or restructure the work, and the dismissal is unrelated to the individual concerned.

3. **ACTING 'FAIRLY' AND 'REASONABLY' IN BRINGING ABOUT A DISMISSAL**

A dismissal will normally be 'fair' provided that the employer has one of the five admissible reasons referred to in 2. above and has acted 'reasonably' in carrying out the dismissal. There is no legal definition of 'reasonableness' but a Tribunal would consider factors such as whether the employer:

- Genuinely believed that the reason for dismissal was fair
- Carried out proper investigations, where appropriate
- Followed the relevant procedures
- Informed the employee why they were being considered for dismissal and listened to their views
- Allowed the employee to be accompanied at relevant hearings/meetings
- Allowed the employee the opportunity to appeal.

Whatever the reason for dismissal, an employer must follow a fair procedure.

The *Headteacher/Governors/PRU Management Committee* will adhere, as appropriate, to the procedures contained within this document in relation to any potential redundancy situation, or proposed reorganisation which may which may potentially lead to redundancy. The procedures are intended to be a fair process for all those who may be affected.

4. EMPLOYEE RIGHTS AND EMPLOYER OBLIGATIONS DURING A REDUNDANCY PROCESS

In the event of a redundancy situation arising an employee(s) selected for potential redundancy has certain legal rights and, conversely, there are specific obligations on the employer for any such employee(s). These are summarised below.

EMPLOYEE RIGHTS	EMPLOYER OBLIGATIONS
<p><u>The employee has a right to:</u></p> <ul style="list-style-type: none"> • Participate in meaningful consultation about the proposals; entitled to individual consultation where there are fewer than 20 employees to be made redundant • Request budgetary or other relevant information • Put forward suggestions for alternative strategies to resolve the difficulties • An explanation if alternative strategies proposed are not pursued • Notice of dismissal, in accordance with the law (or employment contract if more favourable – see Section A, Para 7.) • A formal appeal against their dismissal to one or more <i>Governors/PRU Mgt. Cttee</i> members • Paid time off to look for work/arrange training when in the notice period (and where they are entitled to a redundancy payment) • A ‘trial period’ where a redeployment opportunity to a post involving a different type of work or with different terms and conditions arises • A redundancy payment where they have at least 2 years’ continuous service • Make a claim for unfair dismissal to an Employment Tribunal if they have continuous service of at least 2 years with the <u>current employer</u> (1 year if appointed prior to 6th April 2012) 	<p><u>The “employer” must:</u></p> <ul style="list-style-type: none"> • Follow the relevant procedures throughout the redundancy process • Undertake meaningful consultation with Staff and recognised Trade Unions/Professional Associations with a view to reaching agreement; consultation must be on an individual basis with all affected staff where fewer than 20 employees are to be made redundant • Provide Staff/Unions with any budgetary or other relevant information requested (as appropriate) • Actively consider any alternative proposals or strategies put forward • Explain the reasons where any alternatives proposed are not pursued • Provide notice of dismissal in accordance with the law (or employment contract if more favourable – see Section A, Para. 7) • Allow the employee to appeal formally against their dismissal to one or more <i>Governors/PRU Mgt. Cttee</i> members • Allow staff in the redundancy notice period (and who are entitled to a redundancy payment) paid time off to look for work/arrange training • Allow the employee a ‘trial period’ in a new post if the work or terms and conditions differ • Make a redundancy payment, where eligible (including pension, in appropriate circumstances) • Attend an Employment Tribunal as respondent to a claim of unfair dismissal, if required to do so • Keep the employee informed of their rights throughout • Take all possible steps to avoid redundancy, inc. seeking redeployment and observing notice period rights; act fairly and reasonably at all times

The *Governors/PRU Management Committee* will take all reasonable steps to adhere to the above employee rights and employer obligations.

5. APPLICATION AND SCOPE OF THE REDUNDANCY, REDEPLOYMENT AND REORGANISATION PROCEDURE

This Procedure relates to those employees for whom the *Governing Body/PRU Management Committee* has a direct responsibility. It does not apply to staff on a fixed term contract of three months or less (and with continuous service of three months or less) nor to any casual workers or others engaged or hired by the *school/PRU* to work or provide a service on a casual basis.

The Procedure does not apply to any Agency workers or others provided by a third party employer or organisation.

This procedure applies to both teaching staff and support staff in respect of any potential redundancy situation arising, or in circumstances where a reorganisation of the staffing structure, or any part of it, may potentially result in redundancy.

Note in relation to the above and the position of Apprentices: The *Governors/PRU Management Committee* are aware that **Apprentices have a very specific definition in law, together with a range of rights that are not extended to other employees. These rights include additional protection from redundancy. However, this is a complex area of the law, in which there remains disagreement. In reality though, there is a significant body of legal opinion that suggests that apprentices are explicitly protected from redundancy** meaning that an employer could be in breach of contract for making an Apprentice redundant. In relevant circumstances, further advice will be sought from the *Schools' Personnel Service (or HR provider, as appropriate)*.

6. CONSIDERATION OF REDUNDANCY AND/OR REORGANISATION

(a) Delegation of Authority

Regulations applicable to LA maintained schools allow the *Governing Body/PRU Management Committee* to delegate many of its functions relating to staff employment to:

- the Headteacher;
- one or more *governors (or members of the PRU Management Committee, as appropriate)*; or
- one or more *governors (or members of the PRU Management Committee, as appropriate)* and the Headteacher.

With the exception of decisions relating to the *Headteacher*, this includes dismissal decisions. The *Governing Body/PRU Management Committee* may delegate any such decisions relating to the *Headteacher* to one or more *governors (or members of the PRU Management Committee)* nominated by the Chair.

In terms of this procedure:

- **For decisions relating to all staff except the Headteacher - the Governing Body/PRU Management Committee will normally delegate functions relating to dismissal decisions to the Headteacher**, unless there are particular circumstances where it considers that this would be inappropriate. Where the latter is the case, functions relating to dismissal decisions will be delegated to one *governor/member of the PRU Management Committee* nominated by the Chair.
- **the Governing Body/PRU Management Committee will also consider and agree at the relevant time, whether the delegation of functions should continue in the event of an Acting Headteacher** being in place or if a *Deputy Headteacher* is asked to undertake the duties of the *Headteacher* in the event of their long term absence.
- **subsequent appeals will be delegated to one or more governors/members of the PRU Management Committee not involved in the original determination** in order to provide a greater degree of impartiality. However, the intention is that appeals will normally be heard by a Panel of **three governors/members of the PRU**

Management Committee unless there are not enough *governors/members* who have not been involved in any earlier part of the process or decision connected with the dismissal, or there is otherwise a conflict of interest.

- **for such decisions relating to the Headteacher** - functions relating to **dismissal will be delegated to a Panel of one or more *governors/members of the PRU Management Committee***. (At this stage, when determining numbers, the *Governing Body/PRU Management Committee* will need to ensure that there will be a sufficient number of different *Governors/members of the PRU Management Committee* to hear an appeal, if required. See below in relation to Appeal Panel numbers).
- Any subsequent **appeal will be delegated to a Panel of one or more *governors/members of the PRU Management Committee* not involved in the original determination** in order to provide a greater degree of impartiality. The intention is that an appeal will normally be heard by a Panel of **three *governors/members* unless** there are not enough *governors* who have not been involved in any earlier part of the process or decision connected with the dismissal, or there is otherwise a conflict of interest. In any event, the Appeals Panel will consist of no fewer members than the first Panel.

Where functions have been delegated, the person, or persons, to whom they have been delegated cannot delegate them to another person or persons.

The delegation of functions will be agreed by the whole *Governing Body/PRU Management Committee* and reviewed at least annually, taking into account the factors set out in the School Staffing Regulations and associated guidance.

The *Governing Body/PRU Management Committee* will fully document all decisions made.

(b) Maintained Schools/PRUs that have had their delegated budget suspended

While staff dismissal decisions are normally a matter for the *school/PRU*, the Local Authority will be responsible for determining these arrangements where the delegated budget has been suspended.

Where the Local Authority is responsible for taking direct action for such matters in respect of Community schools, including PRUs, this will be carried out in accordance with the relevant Council Policies and Procedures applicable to centrally-employed staff, as appropriate. In respect of Foundation and Voluntary Aided Schools, the Local Authority may issue the *Governing Body* (or others controlling the use of the premises, as relevant) with directions.

These arrangements will be applied as required by Part 1 of Schedule 2 of the Education Act 2002 and associated guidance, and any subsequent amendments.

(c) Maintained Schools/PRUs that have an Interim Executive Board (IEB) in Place

In circumstances where an IEB takes on the responsibilities of the *Governing Body/PRU Management Committee*, any reference to the *Governing Body* or *PRU Management Committee* in this document should be interpreted as meaning the IEB.

(d) Collaboration Arrangements and Federations

School Federation arrangements allow two or more maintained schools to federate under one *Governing Body*, subject to the procedures set out in the relevant Regulations.

School Collaboration arrangements enable the *Governing Bodies* of two or more maintained schools to work together in relation to staffing functions. Each school within a collaborative arrangement will retain its own *Governing Body* and will have joint

committees. Collaborating Governing Bodies may delegate functions to a Headteacher or a joint committee in the same way that they may delegate them to the Headteacher or a committee of a single Governing Body. (Similarly, one or more Governing Bodies may make collaboration arrangements with one or more Further Education Bodies).

The framework for the above arrangements are set out in specific legislation relating to School Governance (Federations, Collaborations, Constitution and Procedures, as relevant) as well as within Education and Inspections, Standards and Framework Acts and School Staffing Regulations. These apply to Federation and Collaboration arrangements, as appropriate.

Any references in this document to schools, Head teachers, Governing Bodies and Governing Body Panels shall, normally, also be taken to include:

- Schools, Headteachers, Governing Bodies and Panels working together under **Collaboration** arrangements (as well as Principals, Further Education Bodies and Committees, where relevant); and
- Those staff and others attached to, or associated with, schools which are part of a statutory **Federation** under the Federation Regulations and should be interpreted accordingly.

The above arrangements will also apply in the case of PRUs and PRU Management Committees, as well as Academies and Proprietors, Governing Bodies and/or Academy Trusts, as relevant and if applicable at any time.

(e) SUMMARY OF ROLES AND RESPONSIBILITIES – MAINTAINED SCHOOLS AND THE LONDON BOROUGH OF ENFIELD		
GOVERNING BODIES OF COMMUNITY SCHOOLS/PRU MANAGEMENT COMMITTEES	GOVERNING BODIES OF FOUNDATION AND VOLUNTARY AIDED (VA) SCHOOLS	THE LONDON BOROUGH ENFIELD (the LA)
<ul style="list-style-type: none"> • Determine when there are surplus, or potentially redundant, staff at the school. • Must have procedures for dealing with dismissals, including redundancies. • Must allow a representative of the LA to attend all proceedings relating to the selection or dismissal of any teacher(s) to offer advice. • Any advice offered by the LA must be considered by the <i>Headteacher/Govs/PRU Management Cttee</i> when reaching a decision. • All advice offered by the LA, and decisions reached by the <i>Headteacher/Govs/PRU Management Committee</i> in the light of advice offered should be fully documented. • Where the proposal involves fewer than 20 employees being made redundant, the legal requirement is to hold meaningful individual consultation with all affected staff, with a view to reaching agreement. • May also consult with Staff and Unions as a group but this must be in addition to individual consultation. • Will normally delegate to the <i>Headteacher</i> (or, if this is not appropriate, one <i>governor/member of the PRU Management Committee</i>) the selection of post(s) for potential redundancy. • Where dismissal is unavoidable, must notify the LA, setting out reasons (within sufficient time to allow the LA 14 days in which to issue notice in accordance with statutory or contractual requirements, whichever is more favourable). • Must have in place a Panel of one or more <i>Govs/members of the PRU Mgt. Cttee</i> (normally 3) to hear staff appeals against dismissal before the end of the notice period. • Answerable before an Employment Tribunal for handling dismissals fairly. • N.B. For centrally employed LA staff working at the school, must follow above procedures, including representations and appeals, then require LA to remove from the school, or dismiss, as appropriate. • For consideration to be given to meeting redundancy costs centrally, the LA must be satisfied that the redundancy is genuine, a financial need and saving is demonstrated, other alternatives have been explored and that the <i>school/PRU</i> has acted 'reasonably' throughout. 	<ul style="list-style-type: none"> • Are the employers of staff employed by the School, to work at the School • Determine when there are surplus or potentially redundant, staff at the school. • Must have procedures for dealing with dismissals, including redundancies. • May enter into a written agreement according the LA advisory rights in relation to the dismissal of any teacher(s). • Any advice offered by the LA must be considered by the Headteacher/Governors when reaching a decision. • All advice offered by the LA, and decisions reached by the Headteacher/ Governors in the light of advice offered should be fully documented. • The Gov. Body may terminate any such agreement by giving notice in writing. • Where the proposal involves fewer than 20 employees being made redundant, the legal requirement is to hold meaningful individual consultation with all affected staff, with a view to reaching agreement. • May also consult with Staff and Unions as a group but this must be in addition to individual consultation. • Will normally delegate to the Headteacher (or, if this is not appropriate, one governor) the selection of post(s) for potential redundancy. • Where dismissal is unavoidable, must issue notice in accordance with statutory or contractual requirements (whichever is more favourable). • Must notify the LA of the reason(s) for dismissal. • Must have in place a Panel of one or more Govs (normally 3) to hear staff appeals against dismissal before the end of the notice period. • Answerable before an Employment Tribunal for handling dismissals fairly. • N.B. For centrally employed LA staff working at the school, must follow above procedure, including representations and appeals but excluding dismissal, then require LA to remove from the school, or dismiss, as appropriate. • For consideration to be given to meeting redundancy costs centrally, the LA must be satisfied that the redundancy is genuine, a financial need and saving is demonstrated, other alternatives have been explored and that the school has acted 'reasonably' throughout. 	<ul style="list-style-type: none"> • Remains the employer in law for Community Schools and PRU staff. • Can attend Community School <i>Headteacher/Govs/PRU Mgt. Cttee meetings</i> where dismissal of any teacher is being considered for the purpose of giving advice (and, similarly, Foundation and VA Schools if accorded advisory rights). • Must issue notice of dismissal to <i>Community/VC School/PRU</i> staff within 14 days of formal notification by the Gov. Body/PRU Management Committee. • Can attend <i>Community School/PRU</i> appeal meetings to give advice (similarly for Foundation/VA Schools if accorded advisory rights). • May be called upon by <i>the Govs/PRU Management Committee</i> to attend a Tribunal as a 'witness'. • For centrally employed staff, is responsible for removal of staff from schools, or dismissal, as appropriate and as determined by the <i>Governors/PRU Mgt. Cttee</i>. • Will consider meeting redundancy costs where it is genuine, a financial need and saving is demonstrated, no alternative can be found and the <i>school/PRU</i> has acted 'reasonably'. Otherwise all or part of the costs may be attributed to the <i>school's/PRU's</i> budget.

7. REDUNDANCY AND NOTICE

(a) Entitlement to Notice and Notice Periods

Redundancy notices must be given in writing and make clear that the employee is dismissed, even if they 'volunteered' for dismissal by reason of redundancy, where there was no suitable alternative available. The wording of dismissal letters must leave no room for doubt that the contract of employment is terminated by the employer, and when that termination will take effect.

The notice period for an employee dismissed for redundancy must not be less than the statutory or contractual notice period to which the employee is entitled, whichever is the more favourable for them.

When ascertaining the termination date by reference to the date when the notice period will expire, it must be remembered that notice may not be valid until it has been received by the employee.

Any notice to be given to an employee under this procedure will be deemed properly delivered to, and received by, the employee if:

- It is handed to the employee; or
- It is hand-delivered to the employee's last known residence as notified by the employee; or
- It is posted first class in an envelope addressed to the employee at the employee's last known address, in which case it will be regarded as having been received in the ordinary course of post.

The employee's notice period will begin from the date that the notice is deemed to have been properly delivered and received in accordance with the above.

The employee may also be asked to provide a personal email address. Where this is the case, the notice may be emailed to them IN ADDITION to any of the above.

Every employee dismissed for redundancy is entitled to a period of paid notice, except those specifically excluded from such an entitlement. It is, however, possible for summary dismissal to occur in exceptional circumstances such as a disaster (e.g. fire) which closes the work place. Even in these cases, the right to notice pay remains.

The LA's contracts of employment for both teaching and support staff in its maintained schools provide for at least the statutory minimum period of notice but in some cases the contract provides for notice in excess of the statutory minimum. **Notice periods that normally apply are as set out below.** *(However, it should be noted that different arrangements will apply where an employee is on a fixed term contract. Any notice that may apply will be determined by the individual's fixed term contract of employment).*

Teaching Staff

The Conditions of Service for School Teachers in England and Wales (known as the 'Burgundy Book') is a national agreement applicable to school teachers employed within maintained schools in England and Wales. *(The Burgundy Book will also apply to those teachers in non-maintained schools where they have chosen to incorporate the agreement into their teachers' contracts of employment).*

Amongst its provisions, the Burgundy Book contains details of notice periods applicable to teachers.

Teaching staff may only be given notice of redundancy to terminate their employment at the end of a school term. School terms are deemed to end on 31st December (Autumn), 30th April (Spring) and 31st August (Summer). Details are shown below.

MINIMUM NOTICE PERIODS – ALL TEACHERS BELOW THE HEADTEACHER			
Period of Continuous Service	Termination of Service 31st December	Termination of Service 30th April	Termination of Service 31st August
Less than 9 years	2 months	2 months	3 months
At least 9 but less than 10	9 weeks	9 weeks	3 months
At least 10 but less than 11	10 weeks	10 weeks	3 months
At least 11 but less than 12	11 weeks	11 weeks	3 months
12 years or more	12 weeks	12 weeks	3 months
MINIMUM NOTICE PERIODS – HEADTEACHERS			
Termination of Service 31st December	Termination of Service 30th April	Termination of Service 31st August	
3 months	3 months	4 months	

Support Staff

The Table below sets out the LA's normal contractual notice periods for Support Staff in maintained schools. These are equal to, or in excess of, the statutory minimum notice period requirements. (*Notice periods for Support Staff in non-maintained schools may differ from those given below.*)

SUPPORT STAFF	
Period of Continuous Service	Minimum Notice Period
Up to 5 years	One month
5 years or more but less than 12 years	One week for each year (e.g. 5 years or more but less than 6 years = 5 weeks, 11 years or more but less than 12 years = 11 weeks)
12 years or more	Not less than 12 weeks

N.B. Although the Support Staff notice periods set out above will often be the norm, individual contracts will need to be checked in advance as a particular post, or posts, may for various reasons have additional notice requirements incorporated. For example, senior posts may have a notice period of two or three months.

(b) Pay in Lieu of Notice (PILON)

PILON is compensation for not providing employees with the notice period to which they are contractually entitled. Where there is no PILON clause in the contract of employment, it is deemed to be damages for the employer's breach of contract.

PILON is not to be regarded as standard practice in a redundancy situation. If there are specific reasons for considering PILON, each case will be examined on its merits.

The *Headteacher/Governors/PRU Management Committee* will seek further advice from the *Schools' Personnel Service, or HR Provider, as appropriate*, in relation to any situation where it is considered that there are exceptional circumstances and that PILON may be appropriate.

In circumstances where PILON is implemented, the amount payable will reflect the monies that would otherwise have been due after the date of termination of service.

It should be noted that all PILON payments are subject to income tax and employee Class1 National Insurance Contributions, as are any other termination payments, for example, holiday pay. However, redundancy payments are tax-free up to a maximum of £30,000. Employees will only pay tax on redundancy payments over this amount. They will not pay any National Insurance.

(c) Notice Period Rights (inc. Paid Time Off and Trial Periods)

Employees who are in their notice period and will have at least two years' continuous employment by the time their notice ends have certain rights during that time. This includes the right to paid time off to look for work or arrange training and there may also be an entitlement to a 'trial period' in a new role offered if this involves a different type of work or different terms and conditions.

Further details of employee rights during the notice period are set out in Section B: 'Step 8: Providing Support – Redeployment, Paid Time Off and Trial Periods'.

8. REDUNDANCY PAYMENTS

(a) ENTITLEMENT to a Redundancy Payment

Subject to certain specified conditions (see b) and c) below), entitlement to a redundancy payment exists where an employee has been continuously employed by his or her employer, or an associated employer for redundancy payment purposes (See (c)) below for details of 'associated employers') for a minimum of two years and is dismissed due to redundancy.

Note that dismissal by reason of redundancy may also occur when a fixed term contract expires and is not renewed.

(b) NO ENTITLEMENT to a Redundancy Payment

There will be no entitlement to a redundancy payment where:

- the worker concerned is not an employee (e.g. the self-employed or freelance agents);
- the employee has less than two years' continuous service;
- an employee is fairly dismissed before the date on which redundancy is due to take place e.g. for gross misconduct;
- an employee refuses an offer of suitable alternative employment, made by the employer, before the date on which the redundancy is due to take place and where the new, alternative employment contract starts as the old employment contract ends or will commence within four weeks (see also c) below);
- an employee is offered and accepts employment with a Body covered by the 'Modification Order' before the termination of their employment and the new job starts within four weeks of the date of termination of their redundancy (see c) ii) below);
- the reason for dismissal is not redundancy.

Note:The above details of entitlements to, and exclusions from, redundancy payments are not exhaustive in terms of the law, but are the only circumstances which are likely to apply to staff in schools.

(c) The Right to a Redundancy Payment and the 'Modification Order'

The Redundancy Payments (Continuity of Employment in Local Government etc.) (Modification) Order 1999' (the principal Order) and subsequent amendments make local authorities and other specified bodies 'associated employers' for the entitlement to, and calculation of, statutory redundancy payments. Their provisions specify service to be taken into account in calculating payments and conditions relating to offers of re-employment by an employer or associated employer.

The effect of the Order is as follows:

- (i) All continuous service with local authorities and other bodies specified by the Order counts towards the entitlement to, and calculation of, a redundancy payment.
- (ii) If a redundant employee employed by a local authority or Modification Order body:
 - is offered and accepts alternative employment by another authority or body covered by the order before the date of the redundancy, **and**
 - the new job starts within four weeks of the date of redundancy continuity is preserved and there is no dismissal for redundancy payment purposes.
- (iii) Consequently, entitlement to a redundancy payment stands when:
 - an employee leaves on grounds of redundancy and immediately takes up a post with an employer not covered by the Order; or
 - the new post is with another employer listed in the Order but commences after a four week (five Mondays) gap; or
 - a new post starts within the four week period, but is only offered after the termination of the previous job.

It is important, therefore, to ascertain, as far as possible, before the date of redundancy, whether the employee has received an offer, in writing or otherwise, from another authority or Modification Order body before making a redundancy payment.

The list of Bodies covered by the Modification Order is regularly updated but typically includes the Local Government Management Board, Employers' Organisation, various Development Agencies and Corporations, Housing Corporations, Housing Consortiums and Trusts, City Challenge Companies and Partnerships, Governing Bodies of Aided and Foundation Schools, Academies and Free Schools, Governing Bodies of certain Further Education Establishments, General Teaching Councils, Examination Boards, Careers Partnerships and Guidance Services, Public Transport Bodies, certain Police, Fire and rescue Authorities, Sports Councils, Care Associations and Trusts, certain Museums, Leisure Centres and Trusts and other miscellaneous bodies such as probation trusts and boards, community services and the Environment Agency.

The *Schools' Personnel Service (or relevant HR provider, as appropriate)* can provide further advice on the Modification Order as required.

(d) The AMOUNT PAYABLE to an Eligible Employee and ALLOCATION OF COSTS arising

Full details of entitlements and payments in the event of dismissal on the grounds of redundancy are set out in the LA's document for its maintained schools '**Terms of Severance in the Case of Redundancy: School-Based Staff**' (also applies to Centrally Employed Teaching Staff).

The LA will consider meeting the costs of redundancy centrally unless it has 'good reason' to deduct such costs from the School's/PRU's budget share.
This applies to all categories of maintained schools.

In these circumstances, the London Borough of Enfield will consider funding redundancy costs in accordance with its agreed Terms of Severance, as set out in the Document referred to above, on condition that:

- there is a genuine redundancy situation
- a financial need and saving can be demonstrated
- no suitable alternative post can be found, and
- the school/PRU has acted reasonably, in accordance with the adopted procedures and adhered to any LA advice provided.

Important note – The above applies to maintained schools within Enfield. Academies and Free schools must adhere to any particular requirements that may be prescribed in legislation applicable to Independent Schools. In respect of the handling and funding of redundancies, reference should be made to the Academies Financial Handbook, the Education Funding Agency and their own individual Funding Agreement.

9. GENERAL PRINCIPLES RELATING TO THE REDUNDANCY, REDEPLOYMENT AND REORGANISATION PROCEDURE AND MEETINGS, INCLUDING APPEALS

(a) Definition of Working Days

In the context of this procedure, 'working days' will be regarded as school working days.

(b) Confidentiality

All proceedings covered by this document will be treated with the strictest confidence. Confidentiality will be observed fully by all parties involved, prior to, during and subsequent to any Meetings/Hearings. Records relating to redundancy and reorganisation matters will be safeguarded carefully.

(c) Employee Representation

As soon as circumstances arise whereby it becomes evident that redundancy is a possibility, the *Headteacher* (and/or *Governor(s)/PRU Management Committee* member(s), as appropriate) will begin consultation with the relevant recognised Trade Unions/Professional Associations and all staff affected.

Individual employees will also have the right to be represented at any meetings or hearings that take place with them. They will be informed at each stage of the procedure, as relevant, that they have the right to be represented and/or accompanied by:

- a local area or regional official of a Trade Union/Professional Association;
- a workplace Trade Union/Professional Association Representative, as long as they have been reasonably certified in writing by their union as having experience of, or having received training in, acting as an employee's companion at grievance hearings. Certification may take the form of a card or letter; or
- a work colleague.

In the event of an official of a recognised Professional Association or Trade Union being directly affected by redundancy, the relevant Local Authority or their representative will be advised of the position, in order that the full-time official can be notified in writing of the situation as soon as reasonably practicable.

In relation to the employee's chosen companion, the following points should be noted.

The companion will be allowed to address any meeting or Hearing that takes place in order to:

- Put the employee's case
- Respond on the employee's behalf to any view expressed at a meeting or the Hearing.
- Sum up the employee's case

The companion may also confer with the employee during the meeting or Hearing.

The companion may not:

- Answer questions on the employee's behalf
- Address any meeting or Hearing that takes place if the employee does not wish it
- Prevent the employer from explaining their case.

(d) *Headteacher's Attendance at Governor/PRU Management Committee Meetings or Hearings*

In circumstances where they are not hearing the case under delegated authority, the *Headteacher* of a *school/PRU* may, of right, be present at any redundancy or reorganisation meeting/hearing to give advice to the *Governors/Management Committee* but, in the interests of natural justice, may be requested by the members of the panel to withdraw at any time during the proceedings.

Where the possibility of dismissal or removal of any employee from a school/PRU arises, the attendance of the *Headteacher*, for the purpose of giving advice, is a statutory right under the terms of the School Staffing (England) Regulations 2009 and any subsequent amendments, as applicable to maintained schools.

The above provisions will not apply where the *Headteacher* is formally presenting the redundancy case, or is a witness, or where the *Headteacher* is the subject of redundancy/reorganisation proceedings.

(e) Note Taking at Meetings and Hearings

The Chairperson or Panel presiding over any Hearings that are part of this procedure will normally have a clerk (notetaker) for their own purposes only. Others present at any such meetings may take their own notes. However, they may not record a Meeting/Hearing, or any part of it, unless this is with the agreement of the person chairing the meeting and with the knowledge of all participants, including witnesses.

(f) Variations to the Procedure

All matters relating to the procedure or evidence to be received at a Meeting/Hearing will be at the discretion of the Chair of the Panel. This procedure will only be varied with the agreement of both parties, where the Chair considers it fair and reasonable to do so.

(g) Where an Employee Fails to Attend a Redundancy or Reorganisation Meeting or Appeal Hearing

If an employee fails to attend a redundancy or reorganisation meeting/hearing, the Chair will decide whether to proceed in the employee's absence or whether to reconvene the hearing at some other time. Before such a decision is taken, and where no prior notification of non-attendance has been received from the employee, all reasonable attempts will be made to contact the employee or to consider any reasons presented by them for not attending, in order to ascertain and take account of the reason for their absence. Where an employee is unable to attend through sickness, medical evidence to that effect will be required to enable a postponement to be considered. The Chair may seek HR advice before reaching a decision to proceed or otherwise.

(h) Adjournment

The Chair may adjourn the meeting/hearing at any stage, for any reason, and both parties will be given reasonable notice of the reconvened meeting/hearing and of the nature of any new complaint to be dealt with at that time.

Either party may request an adjournment. They must provide the Chair with reasons for their request in order for the Chair to consider this and to decide if an adjournment is reasonable. The decision of the Chair in this matter will be final. Where necessary, the period of adjournment will be reviewed by the Chair after 2 weeks.

(i) Pay After Effective Date of Dismissal

Payment of remuneration for any period after the effective date of a dismissal shall only be made if an appeal against the dismissal is successful.

(j) The Clerk's (Note taker's) Report

The formal written report of a meeting/hearing will not be presented to the *Governing Body/PRU Management Committee* for consideration until after any appeal against a dismissal decision has been concluded, or the timescale for lodging an appeal has elapsed. The report will be a Part II item on the *Governing Body/PRU Management Committee* agenda. The Clerk's report will be confined to reporting the minimum essential details i.e. the decision and reasoning, where appropriate, of the hearing. However, the Headteacher or Chair of the Panel (as appropriate) may wish to identify wider managerial or other issues, arising from the process, which require consideration by the *Governors/PRU Management Committee*. The *Governors/PRU Management Committee* will not receive any other reports or enter into any other discussion of the matter.

10. EQUAL OPPORTUNITIES AND FAIR PRACTICE

The *Governing Body/PRU Management Committee* is committed to providing equal opportunities for all staff in its employment practices, including in circumstances where a redundancy, redeployment and/or reorganisation situation arises. It is intended that the procedures in place will be consistent with the principles of public life – objectivity, openness and accountability.

All staff will be treated fairly, without preconceived bias or distinctions drawn on any grounds irrelevant to their employment and circumstances. These may include, race, colour, nationality, ethnic or national origins, religion or belief, age, disability, gender, gender reassignment, sexual orientation, social, marital or civil status, for pregnancy or maternity reasons, for having responsibility for dependants, Trade Union involvement or any other grounds irrelevant to the needs of the *school/PRU* or post.

All decisions will be taken in compliance with the following legislation: The Employment Rights Act 1996, The Employment Relations Act 1999, The Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, The Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, The Equality Act 2010 and The Protection from Redundancy (Pregnancy and Family Leave) Act 2023, together with any subsequent amendments. This legislation provides a clear legal framework to prevent such discrimination and places an obligation on the *Governors/PRU Management Committee* to act fairly at all times.

11. 'COLLECTIVE REDUNDANCY' - REQUIREMENTS WHERE 20 OR MORE EMPLOYEES ARE TO BE MADE REDUNDANT AT ONE ESTABLISHMENT

The right to be collectively consulted applies when an employer proposes to make 20 or more employees redundant at one establishment within 90 days. A collective redundancy situation will most commonly arise when an employer needs to:

- Close or move all or part of a business
- Make savings due to lost custom and/or budgetary difficulties, a change in demand or due to an efficiency drive
- The introduction of new technology or a reorganisation of the running of the business.

For the purposes of the collective redundancy consultation duty, the definition of redundancy under the Trade Union and Labour Relations (Consolidation) Act 1992 applies. This is defined as “**dismissal for a reason not related to the individual concerned or for a number of reasons all of which are not so related**”. This definition might include a situation where dismissals are part of a reorganisation where there is no reduction in the overall numbers. For example, an employer may wish to change the contracts of 20 or more employees. If the employer decides to terminate the contracts and issues new ones, these dismissals would be classed as redundancy for the purposes of collective redundancy rules and trigger the statutory consultation procedure.

It is important to note also which employees are counted in the numbers. Firstly, it is the number of employees proposed to be dismissed as redundant that counts towards the numbers. So Agency workers need not be considered provided that they can genuinely be said to be Agency workers and not employees.

Fixed term/temporary employees count towards the numbers if the employer:

- Proposes to terminate the contract early, and
- Proposes to do so on the grounds of redundancy.

Where an employer simply proposes to end a fixed-term contract which has reached its agreed termination point, it does not need to be included in the count towards the

total number of redundancies used for assessing whether or not collective consultation applies. However, this only affects the counting of numbers for this purpose. Individual consultation will still have to take place with the affected employees in the normal way. Expiry of a fixed-term contract is still a dismissal and qualifying employees have the right not to be unfairly dismissed.

Potential new starters will also count towards the numbers if they have been offered and have accepted a contract of employment, even though they have not yet commenced in post. **Volunteers for redundancy will also count** towards the 20 or more employees. **Redeployment will count** towards the total number of proposed dismissals. For example, if the employer proposes to make 17 employees redundant and redeploy a further five, the total number is over the 20 employee threshold. (This applies unless the employees are being redeployed under a contract term).

If a collective consultation has already started on a separate redundancy situation within the same organisation, the dismissals which are already subject to consultation do not have to be taken into account when considering a new proposal to make employees redundant. However, employers should not deliberately stagger redundancies to avoid collective consultation.

The law on collective redundancy specifically requires the following:

- Employers are required to consult with the 'appropriate representatives' of any of the employees who may be affected (directly or indirectly) by the proposed dismissals or by any measures taken in connection with those dismissals. Consultation must be with any recognised trade union(s) (or, if none, with other elected employee representatives). Employers should also consult individual employees, as a Tribunal may find it unfair if employers only consult unions and not individuals.
- Starting consultation in 'good time' **. This must begin:
 - at least **30 days** before the first dismissal takes effect if **20 to 99 employees** are to be made redundant at one establishment over a period of 90 days or less
 - at least **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.

(** Consultation should commence when redundancies are 'proposed' and where there is still a possibility that any such proposals can be reversed. It must begin early enough to enable 'meaningful' consultation to take place. Presenting a proposal that is already a fait accompli will not allow employee representatives the opportunity to participate constructively in discussions on the possible way forward).

- Redundancy notices must not be issued until collective and individual consultation have been completed. (However, this notice may be given before the end of the minimum period – if the consultation is genuinely complete). The dismissal itself cannot take effect until the minimum period has expired and individual notice periods have been observed. The date the dismissal takes effect may, therefore, also depend upon the period of notice which applies.
- Consultation by the employer with a view to reaching agreement with the appropriate representatives on issues such as ways of avoiding dismissals, reducing the number of employees to be dismissed and mitigating the effects of the dismissals. This duty applies even when the employees to be made redundant are volunteers. Failure to comply with the consultation requirements could lead to a claim for compensation, known as a protective award. (It is not necessary for the parties involved to reach agreement for the consultation to be complete. As long as there has been genuine consultation "with a view to

reaching agreement”, the employer can end the consultation when it can be demonstrated that they have listened and responded to views and suggestions raised).

- Disclosing in writing to the appropriate representatives certain information concerning the proposed dismissals. (Information that must be provided, initially as part of the ‘Early Warning of Possible Redundancy’ [otherwise known as the Section 188 letter] is set out elsewhere in this document).
- Notifying the Secretary of State for Business, Innovation and Skills at least 30 or 45 days in advance of the first dismissal taking effect, depending on the number of proposed redundancies (see above).

All other principles relating to a redundancy situation involving fewer than 20 employees also apply in a collective redundancy situation. Therefore, this includes (for example) provision of information, using fair and objective selection criteria, being clear about redundancy pay (where entitled), helping employees with finding other work, entitlement to other notice period rights such as paid time off and trial periods.

Full information and guidance on Collective redundancy, inc. collective consultation where 20 or more redundancies are proposed, can be found on the ACAS website at: <https://www.acas.org.uk/collective-consultation-redundancy>

12. LEGISLATION GOVERNING REDUNDANCY HANDLING

For information, the main employment legislation governing redundancy includes:

- The Trade Union and Labour Relations (Consolidation) Act 1992 (TULRCA)
- The Collective Redundancies and Transfer of Undertakings (Protection of Employment) Regulations 1995
- The Employment Rights Act 1996
- The Collective Redundancies and the Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 1999
- The Collective Redundancies (Amendment) Regulations 2006
- The Unfair Dismissal and Statement of Reasons for Dismissal (Variation of Qualifying Period) Order 2012.
- The Trade Union and Labour Relations (Consolidation) Act 1992 (Amendment) Order 2013.
- The Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014

(And any subsequent amendments)

Also relevant is the Redundancy Payments (Continuity of Employment in Local Government, etc) (Modification) Order 1999, and subsequent amendments, the effect of which is to make Local Authorities and certain other Bodies ‘associated employers’ for the purposes of redundancy payments.

As indicated elsewhere in this document, **Maintained Schools** are additionally governed by separate education legislation including the School Staffing (England) Regulations 2009, and subsequent amendments.

Academies and Free Schools are additionally subject to legislation governing Independent Schools.

13. DATA PROTECTION

The *School/PRU* will collect and process personal data in full compliance with its obligations under the UK General Data Protection Regulation (GDPR) and the Data Protection Act 2018 by keeping employees' personal data up-to-date, by storing and destroying it securely, by not collecting or retaining excessive amounts of data, by protecting personal data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate measures are in place to protect personal data.

The *School/PRU* will keep employees' personal data confidential and share it only with persons with a genuine need to know, such as the Local Authority, Department for Education (DfE), Disclosure and Barring Service (DBS) and/or the Teaching Regulation Agency (TRA), in relation to relevant matters. The *School/PRU* may also share employees' personal data with other third parties, but only where this is necessary to comply with a legal obligation or is permitted under UK law.

For further information relating to the Data Protection arrangements, employees should refer to the *School's/PRU's* Privacy Notice and other associated documents. These can be located on the *School's/PRU's* website or otherwise by contacting the *School/PRU* Office.

REDUNDANCY, REDEPLOYMENT AND REORGANISATION OF SCHOOL/PRU BASED STAFF

Guidance, Policy and Procedure for Use by All Schools and PRUs

SECTION B: PROCEDURE

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| <p>STEP 1: Identifying a Need for Changes and Early Planning for Possible Redundancies</p> <p>STEP 2: Consultation and Early Warning of Possible Redundancies</p> <p>STEP 3: Consideration of Consultation Proposals and Decision Making by the <i>Governors/PRU Management Committee</i></p> <p>STEP 4: Reorganisation Process or Redundancy Selection Decisions</p> <p>STEP 5: Dismissal Decisions and Issuing of Notice</p> <p>STEP 6: Appeals Against Dismissal</p> <p>STEP 7: Providing Support – Redeployment, Paid Time Off and ‘Trial Periods’</p> <p>STEP 8: Implementation of Redundancy</p> |
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There are a number of important steps to be followed when dealing with a redundancy process. **To provide an overview, the steps in the process are summarised in the Table overleaf. An example timeline for the process is also included.** However, it should be noted that the dates stated are included only for the purpose of providing an overview of the process. **Templates for use in a real situation and for inserting the relevant dates are attached at Appendices 1A and 1B to this document.**

DEALING WITH REDUNDANCY – STEPS IN THE PROCESS AND EXAMPLE TIMETABLE OF EVENTS

<u>STEPS IN THE PROCESS</u>	<u>REORGANISATION PROCESS TIMELINE</u>	<u>SELECTION CRITERIA TIMELINE</u>
<p><u>STEP 1: Identifying a Need for Changes and Early Planning for Possible Redundancy</u> Consideration of measures to reduce staffing, make efficiencies/savings prior to initiating a redundancy process; Headteacher begins preparations for a possible redundancy situation – deciding on process (restructure or use of selection criteria), and potential redundancy ‘pool’ (staff group/area to be restructured or posts for selection) and plans timetable of events. If a restructure is considered the most appropriate, preparation and evaluation of JDs, drawing up of PSs take place at this stage; <i>Headteacher</i> submits the proposals to the <i>Gov. Body/PRU Mgt. Cttee</i>; <i>Gov. Body/PRU Mgt Cttee</i> authorises <i>Headteacher</i> to initiate redundancy process (or identifies one or more <i>Governors/PRU Cttee members</i> for initial decision-making if not appropriate); Early contact with TUs considered during this step in the process.</p>	From October half-term 2024 to mid/late January 2025	From October half-term 2024 to mid/late January 2025
<p><u>STEP 2: Consultation and Early Warning of Possible Redundancy</u> Headteacher -</p> <ul style="list-style-type: none"> • prepares/finalises ‘Early Warning of Possible Redundancy’ letter (also known as Section 188 letter); Letter invites staff and unions to an initial meeting to begin the period of formal consultation and to hand out ‘early warning of possible redundancy’ letters/ • at meeting, offers affected staff times for individual consultation meetings • in letter and at first meeting informs staff and unions of the end of the consultation period (normally allowing 30 working days) i.e. the final date for receipt of alternative proposals, suggestions and comments 	Letter ready by 27/1/25; Meeting 3/2/25 (Consultation begins) 24/2/25 to 7/3/25 (Individual meetings) Friday 28/3/25 (Consultation ends)	Letter ready by 27/1/25; Meeting 3/2/25 (Consultation begins) 24/2/25 to 7/3/25 (Individual meetings) Friday 28/3/25 (Consultation ends)
<p><u>STEP 3: Consideration of Consultation Proposals and Decision-Making</u> Following the end of the consultation period, the <i>Headteacher</i> gives careful consideration to any comments, suggestions or alternative proposals offered and reaches a final decision on the way forward, including:</p> <ul style="list-style-type: none"> • for a reorgansisation, finalising the ‘pool’ of ring-fenced posts, structure, new JDs and PSs • for selection criteria process, finalising the pool from which the selection(s) will be made, and the criteria if appropriate 	w/b 31/3/25	w/b 31/3/25
<p><u>STEP 4: Implementation of Reorganisation Process or Redundancy Selection Decisions</u> Includes either interviewing for posts in the new structure in the case of a reorganisation, or otherwise confirming decisions where selection criteria are utilised</p>	<u>Interviews held and decisions confirmed to staff from 28/4/25 to 9/5/25</u>	<u>Selection decisions made and confirmed to staff from 28/4/25 to 9/5/25</u>
<p><u>STEP 5: Dismissal Decisions and Issuing Notice</u> For Community Schools and PRUs, the <i>Headteacher</i> notifies the LA of dismissal decisions, allowing the LA 14 days within which to issue notice of dismissal to staff selected for potential redundancy; once notice has been issued, notice period rights apply to the individual</p> <p>For VA and Foundation Schools, <i>Headteacher or Gov.</i> as approp. issues notice of dismissal to staff selected for potential redundancy; once notice has been issued, notice period rights apply to the individual</p> <p>**Important: <i>It should be noted that any member of staff may be entitled to a statutory 12-week notice period, depending upon length of service. Additionally, teachers must in any event only be given notice to terminate service at the end of a term. In the Summer Term, they are entitled to 3 months’ notice (i.e. to be issued by no later than 31st May to terminate service on 31st August) and in the Autumn and Spring Terms, a MINIMUM of 2 months’ notice.</i></p>	LA notified of decisions in Step 4 and, within 14 days, issues notice to be received by no later than 31/5/25** <i>Headteacher or Gov. as approp. issues notice asap after decisions in Step 4**</i>	LA notified of decisions in Step 4 and, within 14 days, issues notice to be received by no later than 31/5/25** <i>Headteacher or Gov. as approp. issues notice asap after decisions in Step 4**</i>
<p><u>STEP 6: Appeals against Dismissal</u> A Panel of one or more <i>Governors/PRU Mgt. Cttee members</i> (normally 3) hears any individual Appeals against dismissal</p>	Appeals w/b 16/6/25	Appeals w/b 16/6/25
<p><u>STEP 7: Providing Support – Redeployment, Paid Time Off and Trial Periods</u> For those selected for redundancy, the period leading up to the last day of service will involve continuing to seek redeployment opportunities, and in accordance with notice period rights, providing reasonable time off to look for work and/or to arrange training. If a new role is identified, there may be entitlement to a trial period if it is a different type of work or different terms and conditions apply.</p>	Rights apply throughout the notice period for staff with 2 years’ continuous employment by the end of the notice period	Rights apply throughout the notice period for staff with 2 years’ continuous employment by the end of the notice period
<p><u>STEP 8: Implementation of Redundancy</u> Where no alternative solution has been found, termination of service takes place on the final date of the notice period, with eligible staff receiving their redundancy payment as soon as possible.</p>	Last day of service 31 st August 2025	Last day of service 31 st August 2025

REDUNDANCY, REDEPLOYMENT AND REORGANISATION OF SCHOOL BASED/PRU BASED STAFF

Guidance, Policy and Procedure for Use by All Schools and PRUs

SECTION B: PROCEDURE

STEP 1: IDENTIFYING A NEED FOR CHANGES AND EARLY PLANNING FOR POSSIBLE REDUNDANCY

The *Governors/PRU Management Committee* recognise that it is important to be aware when a particular issue is identified that will require changes to staffing and could ultimately result in a redundancy situation.

An issue, or problem, may arise in relation to falling rolls, budgetary difficulties, changing demands or requirements for certain subjects or posts, or a need to re-organise in a particular area. Any of these situations and possibly others, are likely to impact on posts which may ultimately lead to redundancies amongst the staff of the school where an alternative solution cannot be found.

Many issues, such as budgetary difficulties, or curriculum changes, can often be identified in advance through forward planning and projections or known legislative changes. In such circumstances the *Headteacher/Governors/PRU Management Committee* will, wherever possible, take early measures to minimise the effects on staff and, in particular, the need for redundancies. Initial measures that will be considered may include the following, as appropriate to the circumstances:

- Natural wastage
- The freezing of vacancies in the short, medium or longer term
- Consideration of the need for changes to job descriptions/roles when vacancies arise
- Undertaking skills audits and/or retraining staff to increase flexibility and availability
- Reducing or ceasing the use of Agency workers, casual workers (See **Note 1** below) and contractors (or, alternatively, making use of such workers rather than appointing to the school's own staff)
- Reviewing and/or giving careful consideration to the use of Fixed-Term contracts (See **Note 2** below)
- Reducing or ceasing overtime payments
- Offering flexible working arrangements, such as changes to hours, job-sharing, etc
- Postponing capital or other projects
- Renegotiating service contracts
- Introducing initiatives to reduce absenteeism
- Reducing special leave provisions where these have traditionally been more generous than those originally negotiated with the Trade Unions/Professional Associations
- Early, informal consultation/discussions with Unions which, experience has shown, can help to produce creative solutions and avoid employee relations problems at a later stage.

Notes on 'Casual' Workers and 'Fixed Term' Employees

Note 1: 'Casual' will be interpreted as meaning those staff who are used purely on an 'ad-hoc' basis with no expectation of work or obligation on either side.

Note 2: The Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002 make it clear that employees on fixed term contracts should not be treated less favourably than similar employees on permanent contracts. Staff on fixed term contracts will not, therefore, be 'selected' in a redundancy situation simply because they are fixed term.

There will always be genuine reasons for employing someone on a fixed term basis, where there is a clear and specific short-term need for a post, or cover for a post. However, an employee on a fixed term contract will not be selected for potential redundancy in advance of others on established contracts unless their post can be clearly identified as the one at risk. This may arise, for example, in circumstances where recruitment to the post was as a result of time-limited external funding or where the post is to support a particular child with special needs who is leaving the school. In this situation, a particular post(s) may be the only one(s) in the redundancy 'pool' and ring-fencing' selection only to this area will avoid causing distress to the whole staff group. However, if a post is generic and/or it cannot be specifically identified as the post at risk, then a fixed term employee will be treated in the same way as anyone else and all generic positions will be similarly at risk. Selection for possible redundancy will be made from all such posts in the identified 'pool'.

It should be noted also that staff employed on a fixed term basis for a significant period are likely to be able to claim that they are really part of the school's permanent staffing establishment. Furthermore the Fixed Term Employees Regulations referred to above now allow anyone who has four years' continuous service on two or more fixed term contracts to request a statement confirming that they are 'permanent'. The employer must then issue the employee with such a statement or otherwise provide objective justification for continuing the employment on a fixed term basis.

Consideration of a range of alternatives in response to the difficulties or other challenges facing the *school/PRU* will not always resolve the matter and it may be necessary to consider a staffing restructure and/or reductions in staffing. In these circumstances, the *Governors/PRU Management Committee* will follow the policy and procedure contained within this document, with the overarching aim of treating all staff fairly and equitably and keeping redundancies to a minimum.

Where it seems likely that alternative measures will not be sufficient to resolve the matter, the *Headteacher* will begin preparations for dealing with a potential redundancy situation. Firstly, it will be necessary to consider whether a **staffing restructure** or the **use of selection criteria** to decide upon the deletion of a particular post, or posts, is the most appropriate. There are no 'hard and fast rules' but, depending upon the scale and nature of the problem to be addressed, it may be apparent which course of action would be appropriate. However, some situations may be less clear.

A Staffing Restructure may be undertaken where the existing management, curriculum, departmental or administrative structure is no longer appropriate to the needs of the School, where a particular post, or posts, may no longer be needed but others are required instead, in response to falling rolls and/or where budgetary difficulties mean that a restructure is necessary to achieve efficiencies and/or more effective ways of working.

A restructure will involve deciding on the area, or areas, to be restructured, the deletion of existing posts in that area, or areas, and establishing a recruitment process for appointing to new posts.

In the event that a staffing restructure is considered to be the most appropriate way forward, preparation and evaluation of Job Descriptions, the drawing up of Person Specifications and considering the reorganisation procedure to be followed, will all need to take place at this early stage.

An 'Example Reorganisation Procedure: Process for the Appointment of Staff to the New Structure' is attached at Appendix 2 to this document.

Selection Criteria may be used in more specific circumstances where, for example, a unique post is no longer required or where there may be a surplus post, or posts, in a particular area. The use of selection criteria will involve consideration of the redundancy 'pool', or posts from which selections will be made.

The Local Authority's agreed 'Criteria for the Selection of Teaching Staff for Redundancy' are set out at Appendix 3A to this document and 'Criteria for the Selection of Support Staff for Redundancy are set out at Appendix 3B.

It may not always be appropriate to deal with a particular problem in the ways described above. In practice, however, a reorganisation using recruitment and selection procedures to appoint to new posts will normally take place where it is decided that a different structure of posts in a particular area, or areas, of the school is needed, or otherwise where posts are generic in nature and it is not possible to distinguish between them to identify one or more as redundant. Conversely, it is generally the case that selection criteria would be used where the post(s) concerned are of a specialist nature and clearly identifiable as redundant.

However, where a *School/PRU* is to close there will be reorganisation, or selection of posts as, in effect, all posts are unavoidably deleted in this situation. Although consultation will take place in relation to the closure, after that the next stage will effectively be seeking redeployment for displaced staff.

IMPORTANT ADDITIONAL NOTE RELATING TO THE PROTECTION OF NEW AND EXPECTANT PARENTS:

Parents on Maternity, Adoption or Shared Parental Leave have historically been protected from redundancy during the period of their leave. Where there has been a possibility of redundancy, then any suitable alternative job must be offered. Failure to make any such offer could amount to unfair dismissal and discrimination. This could mean an individual being awarded unlimited compensation as this does not require two years' qualifying service.

From 6th April 2024, the Protection from Redundancy (Pregnancy and Family Leave) Act 2023 came into force. This legislation has extended the protection afforded to new and expectant parents. Under the 2023 Act, the protected period begins when an expectant mother informs their employer of their pregnancy and ends 18 months after birth, if they tell their employer the birth date before their maternity leave ends. The same applies to Adoption Leave but equates to 18 months after a child's placement date (or entry date into the UK where adopting from abroad).

In the event of a miscarriage, the protected window is two weeks after the pregnancy if it was less than 24 weeks or for the entire statutory maternity leave period if longer.

With Shared Parental Leave lasting less than six weeks, the protected window lasts until the leave is over. If parents take more than six weeks of shared Parental Leave, then the protection lasts until 18 months after a child's birth date.

Note that the 2023 Act cannot be interpreted as a complete prohibition on making affected employees redundant as exceptional circumstances (e.g. closure of a service/organisation) may render redundancy unavoidable. However, the Act emphasises prioritisation for redeployment opportunities within an extended period of protection.

Advice will be sought from the *Schools' Personnel Service (or HR Provider, as appropriate)* on how best to proceed in the particular circumstances applicable at the time.

When it has been decided how to proceed with dealing with a potential redundancy situation (i.e. either through a reorganisation process of recruitment to new posts or by using selection criteria to identify potentially redundant posts), **it will be very important to draw up a timetable of events.** This will include all steps in the process, from the start and throughout, up to and including the last day of service for any member(s) of staff who are ultimately declared as redundant where an alternative solution cannot be found. A properly structured timetable will help to ensure that the situation is handled effectively and fairly, with a clear and transparent process in place.

The model templates attached as Appendix 1A (Reorganisation Process) and Appendix 1B (Use of Selection Criteria) to this document 'Dealing with Redundancy – Steps in the Process and Timetable of Events' can be used as checklists for working out an appropriate timetable and ensuring that all the necessary steps are followed.

The *Headteacher* will present their proposals for dealing with a potential redundancy situation to the *Governing Body/PRU Management Committee*. Following consideration of the proposals, the *Governing Body/PRU Management Committee* will authorise the *Headteacher* to initiate a redundancy process (or they identify a *Governor/PRU Management Committee member* for initial decision-making if this is not appropriate).

During the above process, in circumstances where alternative measures seem unlikely to resolve the situation and the *Headteacher* has deemed it necessary to begin preparations for dealing with a potential redundancy situation, they will need to consider alerting the local Branch Representatives of the Professional Associations/Trade Unions for the staff group(s) affected. These will not normally be the same as the *school's/PRU's* own Representatives. **Details of the current 'Recognised Professional Associations and Trade Unions: Local Branch Officials' are attached at Appendix 4 to this document.**

It is important to begin informal discussions at an early stage so that the local Representatives are aware of the issues that the school is facing and at a time when there is still the potential for avoiding redundancies and/or reversing proposals to proceed in this way. ***The Schools' Personnel Service (or HR Provider, as appropriate)* will be able to advise further in relation to an appropriate time to make contact with the relevant local Representatives.**

STEP 2: CONSULTATION AND EARLY WARNING OF POSSIBLE REDUNDANCY

- **The Legal Position Relating to Consultation and Numbers to be made Redundant**

In circumstances where fewer than 20 employees are to be made redundant at one establishment, there is a legal requirement to hold meaningful individual consultation - with all affected staff, not just those who may be made redundant. In

these circumstances, there is no requirement to consult collectively, with employees as a group, but this may take place in addition to individual consultation. Unlike with larger-scale redundancies involving 20 or more employees, there is no fixed period of consultation required.

The law has historically been less than clear on the meaning of 'one establishment', which is open to interpretation rather than precise definition. However, latest case law suggests that individual schools would each be treated as one establishment even where the overall employer is the same. The indications are that, in most cases, an 'establishment' may be less than the whole undertaking of the employer concerned and that practical issues such as whether it is a 'distinct entity', where the employee works and the likelihood of the employer asking the employee to move may determine the issue. However, the situation for employees who work at different geographical sites is not always clear cut (for example, as part of a Federation).

Despite the above, it is currently unlikely that 20 or more employees will be made redundant at 'one establishment' in the school situation and this policy and procedure document is written on the basis that numbers will be fewer than 20. However, should it be required, further information relating to the handling of larger-scale redundancies is set out in Section A, 11. above, 'Collective Redundancy - Requirements where 20 or more employees are to be made redundant at one establishment'. This also defines which employees count towards the 20.

Regardless of the number of redundancies, meaningful consultation will be carried out with individual employees and the recognised Professional Associations and Trade Unions. Although there is no fixed time scale for the consultation to take place when it involves fewer than 20 employees, a period of 30 working days will normally be applied in order to ensure that the consultation is meaningful as required by the law.

- **When Consultation and Early Warning should take place**

Legally, consultation and the issuing of early warning of possible redundancies should begin 'in good time'. **In practice, and in accordance with the LA's recommendations, this should be at the earliest opportunity.**

The 'earliest opportunity' will be after the initial planning by the *Governors/PRU Management Committee*, i.e. as soon as it becomes apparent that there is any possibility of a redundancy(ies) arising and there are no viable alternatives which will guarantee that such a situation can be avoided. In other words, consultation must be meaningful and occur when the declaring of possible redundancies becomes a proposal, not a final decision.

Letters giving early warning of possible redundancy(ies) will be issued to staff affected (with copies to all recognised Professional Associations/Trade Unions and the LA) as far in advance as possible of the date when posts will be deleted and any redundancies will be effective, if they cannot ultimately be avoided. This is the beginning of the consultation period.

- **Who it is Necessary to Consult With**

Consultation will take place with the STAFF affected. Depending upon the circumstances this could be all staff, or a particular group of staff, or particular individuals. Affected staff are not just those who may be at risk of redundancy but also those who may be impacted by the redundancy measures, e.g. if required to take on additional or different work, be subject to a new system or have a change of line management. Reasons for restricting consultation and early warning to certain staff will be made clear. This may apply, for example, where a reorganisation is to take effect in respect of a particular part of the staffing structure, or where there is a reduction in need for staff in a specific area, perhaps as a result of curriculum changes.

Consultation will also take place with all recognised TRADE UNIONS/PROFESSIONAL ASSOCIATIONS for the staff group affected. This could be either all the Teaching or all the Support Staff Unions, or both. This applies regardless of whether or not there are members of all or any of the Unions of the staff group affected employed at the *School/PRU*.

N.B. – Consultation will be with the local Branch Officials. These will not normally be the same as the *school's/PRU's* own Representatives. Details of the current 'Recognised Professional Associations and Trade Unions: Local Branch Officials' are attached at Appendix 4 to this document.

- **Information to be included in Early Warning Letters (sometimes referred to as Section 188 letters)**

Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992, requires that early warning letters include the details set out below. This requirement is usually associated with larger scale redundancies but should be applied in any redundancy situation in order to ensure that consultation on the proposals can be meaningful. The letter, issued by the *Headteacher*, will include the following information:

- The business case, or reason(s), for the proposals, i.e. for a potential redundancy situation arising (and/or rationale for reorganisation, as appropriate).
- The numbers and descriptions of staff it may be necessary to dismiss as redundant, together with the total number of staff of any such descriptions employed.
- Agency workers: the number of agency workers, where they are working and the type of work they are doing.
- The procedure to be followed and timescale/period over which it will take place, including, in particular when consultation will end and when post(s) will be deleted.
- The criteria for selection of post(s) to be deleted (or as appropriate in the case of a reorganisation where a post, or group of posts, are to be deleted to be replaced by new posts or structure).
- A statement that alternative strategies to avoid redundancies/consultation about the proposed structure and process will be fully explored with staff and Unions, with a view to reaching agreement. This will also include an explicit invitation for them to submit proposals for alternative solutions or approaches to the difficulties. (The letter may also include a time and venue for an initial meeting with staff and local Branch Officials. Otherwise, separate letters will subsequently be issued to affected staff inviting them to individual consultation meetings).
- A statement to the effect that, where redundancy otherwise seems likely, every attempt will be made to find suitable alternative employment.
- Reference to the terms of severance to be applied in the event of redundancy(ies) taking effect.

Model 'Early Warning of Possible Redundancy' letters are included at Appendices 6A to 6C to this document. (These include versions for a reorganisation of the staffing structure [6A], the use of selection criteria [6B] and for

use in respect of a member of staff on a fixed term contract where the post can be clearly identified as redundant ahead of others [6C]).

A Model 'Early Warning of Possible Redundancy – Invitation to a Consultation Meeting' letter is included at Appendix 6D to this document.

(For use where invitations to consultation meetings have not been included in the initial 'early warning' letters).

- **Issuing Early Warning Letters to Staff and Unions**

It is recognised that it is not advisable to issue staff with early warning letters without any prior explanation of the circumstances and reasons for doing so. Therefore, signalling the start of the consultation period, staff and the local union officials will normally be invited to a general meeting with the *Headteacher* where the difficulties/issues(s) can then be explained to them. Letters will be distributed at the meeting or circulated/sent out immediately afterwards by which time staff will be expecting them, will know what they contain and the reasons for them being issued. (In the event of a reorganisation of the staffing structure, Job Descriptions and Person Specifications will be made available either at this stage or as soon as practicable).

Further meetings, including individual consultation meetings, with staff and Unions will be arranged, as appropriate, at the initial meeting or as soon as possible thereafter. These will be conducted by the *Headteacher* and/or appropriate senior staff.

Consultation will also include those who may be considered to be 'atypical', such as those on sick leave, maternity/adoption/paternity/parental leave etc., employees on other paid or unpaid leave, others on sabbaticals or secondment and fixed term employees (other than genuine casual or Agency workers).

- **Consultation in Practice**

Consultation is not negotiation and it is not just about giving employees information. It also involves meeting employees individually, inviting views, suggestions and ideas, and giving serious consideration to these, before making a decision to delete post(s) and potentially dismissing for redundancy.

Consultation will not necessarily end in agreement, but it will be meaningful, genuine and carried out with a view to reaching agreement. **It will include:**

- Explaining the circumstances to the employee, inc. the reason(s) for the potential redundancy situation and the proposed method for dealing with it
- The redundancy 'Pool' (the staff, or staff groups, at risk of redundancy)
- Discussion relating to the procedure for the appointment of staff to the new structure and/or criteria for selection process, as applicable
- Consideration of ways to avoid or minimise redundancies
- Listening to concerns about the process and other relevant matters
- Mitigating the consequences of the proposed redundancies
- Assisting employees, for example, in updating CV/application information.

As part of the consultation process and the above, **it will also be made clear whether consideration will be given to any volunteers for redundancy and/or the potential for effecting 'bumped' redundancies (see below) in appropriate circumstances.** In doing so, however, it will also be made clear that there is no obligation on the employer to accept volunteers, as the priority must be the needs of the *school/PRU*.

Note on 'Bumped' Redundancies:

A 'bumped' redundancy (or, more correctly, a transferred redundancy) is where an employee, whose own position is redundant or at risk of redundancy, is transferred to another position, making the holder of that position redundant instead.

A bumped redundancy may be effected where an employee who wishes to go is not at risk but is made redundant as it is possible for someone else at risk to be redeployed into their position. As an alternative example, an employer may decide that an employee at a senior level, whose post is at risk and who is willing to accept a reduction in salary/status, can be moved into a more junior role and the junior member of staff in that role is redundant instead. This may be fair as long as age is not the only reason (as this would be age discrimination).

There is no absolute obligation for employers to consider bumping in all cases, but a failure to do so may make a dismissal unfair. Bumping is complex, but case law has shown that an employee can be dismissed for redundancy where their own job remains but the needs of the business for different employees diminishes. Whether it is fair for an employer to consider bumping will depend on the facts of each case. **When considering the possibility of 'bumped' redundancy, advice will be sought from the Schools' Personnel Service (or HR Provider, as appropriate).**

The benefits of meaningful consultation include:

- Ideas and options may be highlighted that hadn't previously been identified or considered
- An opportunity for the employer to be made aware of any other relevant issues early on
- Increased staff morale – they will feel included, with the opportunity to have an input into the process
- A greater chance of minimising redundancies
- A greater chance of finding alternative jobs for employees.

Employees will be informed that any views, suggestions or proposals they have as part of the consultation process should be submitted in writing.

Consulting fully with employees affected and Unions will ensure that the process is meaningful and that there is the opportunity to explore and consider alternative proposals and strategies and avoid compulsory redundancy, where possible. Proper communication and ongoing dialogue about the situation may produce ideas and/or possible solutions that may not otherwise have been apparent. For example, the consultation process may result in one or more staff members declaring that they may be willing to go or change their hours or patterns of working. Any such suggestions will be carefully considered. Although it may not always be possible to agree to individual requests because of the particular curriculum or other organisational needs, it is recognised that consideration of individual requests and suggestions may assist in resolving a distressing situation without the need to declare compulsory redundancies. Past experience has shown that proper consultation with staff and Unions assists in maintaining good industrial relations within Enfield schools, as well as helping to avoid compulsory redundancies.

Every effort will be made by this *school/PRU* to ensure that consultation is meaningful for all those affected by the situation.

STEP 3: CONSIDERATION OF CONSULTATION PROPOSALS AND DECISION-MAKING

During and at the end of the consultation period, careful consideration will be given by the *Headteacher* to any proposals put forward. This applies to all aspects of the consultation and any suggestions, views, comments or alternative proposals that may be put forward. These may include consideration of any suggested alternative strategies for minimising redundancies, revised staffing structure and/or reorganisation process, or the proposed selection criteria (as relevant), the 'Pool' (the staff, or staff groups, at risk of redundancy) as well as any specific concerns or other related issues raised by individuals.

The particular circumstances at the time, including alternative proposals, comments and suggestions offered by individual members of staff, will dictate how responses to the consultation are addressed. Responses may be made verbally or in writing to individuals, or similarly to groups of individuals where the same issues are arising' or where a matter, or matters, are relevant to all.

In any event, at the end of the consultation period, the *Headteacher* will inform all affected staff and Unions of the decisions on the way forward, including whether, as a result of the consultation, there have been any changes to the original proposals relating to the reorganisation process, staffing structure, job descriptions etc., to the selection criteria (as relevant), to the redundancy 'Pool', as well as any other associated decisions. If relevant, revised information (e.g. new revised structure, job descriptions, selection criteria or timescales) will be distributed to all those affected.

A Model 'Response to Redundancy Consultation Proposals' letter is included at Appendix 6E to this document. *(It should be noted that this is only a basic template as every situation and the response(s) required are likely to be different).*

STEP 4: IMPLEMENTATION OF REORGANISATION PROCESS OR REDUNDANCY SELECTION DECISIONS

Following the end of the consultation period, it will be for the *Headteacher* to initiate either (i) the **reorganisation process to recruit to posts in the new staffing structure, or** (ii) reach decisions on posts to be declared redundant according to the **agreed selection criteria**. As indicated previously:

- (i) The **'Example Reorganisation Procedure: Process for the Appointment of Staff to the New Structure'** is attached to this document at Appendix 2. (Note that **Appendix 2** also refers to **model letters for use in relation to assimilating or appointing staff to the new structure, which are included at Appendices 6L to 6P of this document**).

It should be noted that, as an example procedure, amendments may be made to the process according to circumstances and need at the time. This may be in advance of the consultation process or as a result of consultation.

- (ii) The agreed **Selection Criteria** are attached to this document as follows:
 - The **'Criteria for the Selection of Teaching Staff for Redundancy'** at Appendix 3A
 - The **'Criteria for the Selection of Support Staff for Redundancy'** at Appendix 3B

It should be noted that the 'Criteria for the Selection' of staff for redundancy as referred to above and set out in Appendices 3A and 3B have been consulted on locally within Enfield with the relevant Professional Associations and Trade Unions. Any proposed changes to these criteria will, therefore, need to be the subject of further consultation.

STEP 5: DISMISSAL DECISIONS AND ISSUING OF NOTICE

At the end of Step 5, when decisions have been made either in relation to appointments to the new structure (Appendix 2), or selection criteria have been used to identify redundant posts (Appendices 3A and 3B), the staff to be declared as redundant will be informed of the position verbally. This will then be confirmed in writing.

Staff in Community Schools and PRUs will be informed by the *Headteacher* that, as the London Borough of Enfield is the employer, it will now be for the relevant Local Authority Director to issue formal notice of redundancy.

A copy of the letter must also be sent to each employee's Representative (and Local Branch Official, where different) and to the relevant LA Director.

A model letter for use by Community Schools and PRUs 'Confirmation of Selection for Possible Redundancy For Member of Staff (A) Unsuccessful in Securing a Post in a Reorganisation Or (B) Selected for Redundancy using Selection Criteria' is included at Appendix 6F to this document.

At this stage, **the Headteacher must also give an instruction to the relevant LA Director to issue formal notice of redundancy within 14 days.** The written instruction should include:

- the names and addresses of any individual(s) selected for redundancy and, in each case,
- the effective date of redundancy
- the reason(s) for redundancy
- the terms of severance that will apply

(Where possible, details of formal appeal arrangements should also be stated, including dates and times. Any dates arranged should allow sufficient time for the LA to include them within the notice of termination letter and for the individual to lodge an appeal if they wish to do so).

Copies of the instruction should be sent to all Local Trade Union Branch Officials (either all Teacher Union Officials, all Support Staff Union Officials, or both, as appropriate).

The formal notice of termination of service issued by the London Borough of Enfield will include the relevant detail below for VA and Foundation Schools.

VA and Foundation Schools, as the employers in law, will notify relevant staff of the decision confirming their selection for redundancy and formal notice of termination of service. This will be issued by the *Headteacher/Governor (as appropriate)*. The letter will include:

- the reason(s) for the redundancy
- the effective date of the redundancy
- details of the selection procedure used and confirmation that the procedure was followed

- information relating to the employee's right of appeal to *Governor(s)/PRU Management Committee members* against deletion of their post and dismissal. This will include, if possible, reasonable notice of an Appeal Hearing arranged in anticipation of an appeal being submitted and the timescale for submitting an appeal. Reference will also be made to the employee's right to be accompanied at any such Hearing by a Professional Association/Trade Union Representative or a work colleague;
- the terms of severance that will apply and confirmation that the *Governors/PRU Management Committee* and the LA will continue to seek all reasonable means to ultimately avoid redundancy;
- where eligible for a redundancy payment, confirmation of the employee's entitlement to reasonable paid time off work to attend interviews or make provision for training, as appropriate
- a statement advising the employee to contact, or remain in contact with, their Professional Association or Trade Union for advice and support.
- Also, where possible, information on the redeployment process will also be included. In accordance with London Borough of Enfield Council policy on redeployment, individuals may be required to complete a specific form for this purpose.

ADDITIONAL NOTE RE. ENTITLEMENT TO NOTICE

Any member of staff may be entitled to a statutory 12-week notice period, depending upon length of service. **Additionally, teachers must in any event only be given notice to terminate service at the end of a term and, in the Summer Term, are entitled to 3 months' notice.** (This means that teachers can only be given notice to terminate service at the end of one of the three school terms. Allowing for a 3-month notice period in the Summer Term, and a maximum 12-week notice period in the Autumn and Spring terms where applicable, notice will be issued to be received by no later than 31st May to terminate service on 31st August, 7th October [or as appropriate to ensure 12 weeks' notice where applicable] to terminate service on 31st December or 5th February [or as appropriate to ensure 12 weeks' notice where applicable] to terminate service on 30th April). See also Section A: Policy, Para. 7 for further details.

A model letter for use by VA and Foundation Schools 'Notification of Selection and Notice of Termination of Service on the Grounds of Redundancy ...' is included at Appendix 6G to this document.

ADDITIONAL NOTE RE. STAFF ON FIXED-TERM CONTRACTS

Although **staff on fixed term contracts with pre-determined end dates** do not need to be issued with formal notice - because this is effectively included in the contract at the outset - they will still need to receive confirmation of the deletion of their posts and other relevant information.

A model letter for use by All Schools/PRUs 'Confirmation of Non-Renewal of a Fixed-Term Contract' is included at Appendix 6H to this document.

STEP 6: APPEALS AGAINST DISMISSAL

All staff in schools/PRUs selected for redundancy will be given the opportunity to appeal against a decision to dismiss them.

As indicated in Step 6 above, the letter issued to employees terminating service will include reference to their right of appeal against the deletion of their post and consequent dismissal to *Governor(s)/PRU Management Committee member(s)*. Wherever possible, this will include a date, time and venue for the Appeal Hearing, a timescale for submitting an appeal, should the employee wish to do so, and reference to their right to be accompanied. It will also confirm that the Appeal will be heard by *Governor(s)/PRU Management Committee member(s)* and that their decision in the matter will be final. (However, if this is not possible, a separate letter setting out the arrangements for an appeal will need to be sent after the letter terminating service).

Appeals will be heard by one or more *Governors/PRU Management Committee members* not previously involved. The intention is that this will normally be a Panel of three unless there are not enough *Governors/PRU Management Committee members* who have not been involved in any earlier part of the process or decision connected with the dismissal.

A ‘Suggested Procedure for Dealing with Appeals’ is attached at Appendix 5 to this Document.

After the conclusion of the Appeal Hearing, the matters raised will be considered by the Panel and a decision reached on the outcome to either reject or uphold the appeal. The decision will be notified to the parties concerned, normally within 5 working days. The Appeal Panel’s decision in the matter will be final.

A model letter for use by All Schools/PRUs ‘Outcome of Appeal Hearing Following Deletion of Post and Dismissal on the Grounds of Redundancy ...’ is included at Appendix 6J to this document.

In relation to the Appeal Panel’s decision, note that:

- If the **appeal is rejected**, the redundancy dismissal, notice and pay continues as originally proposed.
- If the **appeal is upheld and the employee has not yet ended their notice period**, the employment contract will normally continue as though the employee has not been selected for redundancy in the first place.
- If the **appeal is upheld and the employee has ended their notice period**, it will be necessary to seek to reinstate them, with the previously accrued continuous service also reinstated.
- If the **appeal is upheld and a redundancy payment has already been made**, it will be made clear that upholding the appeal requires the payment to be returned.

STEP 7: PROVIDING SUPPORT – REDEPLOYMENT, PAID TIME OFF AND TRIAL PERIODS

Important Note:

An employee on maternity, adoption, paternity or parental leave who is selected for redundancy has the right to be offered any suitable alternative job within the school/PRU. This applies even if other colleagues are deemed to be more suitable for the role. (This right does not apply to alternative jobs outside of the school/PRU).

- **Seeking Redeployment**

The redeployment process exists to:

- ensure that the *Governors/PRU Management Committee*, and the Council as applicable, are able to fulfil their obligations under employment legislation for assisting potentially redundant staff;
- reduce the loss of valuable skills from the organisation by redeploying as many staff as possible; and
- reduce the cost of avoidable redundancy payments.

It is the responsibility of the *Governors/PRU Management Committee*, along with the LA as applicable, to ensure that the redeployment process has been exhausted and appropriate alternatives explored in all cases before redundancy is implemented.

Therefore, as soon as potential redundancies have been formally identified (or earlier where it is known there will be redundancies in a certain area) seeking redeployment for the staff concerned will be a priority.

The LA, in conjunction with maintained *Schools/PRUs* will, as appropriate:

- Request that individuals affected provide up to date details of their qualifications, current duties and particular areas of expertise, as well as any other specialisms or interests they may have. (In accordance with London Borough of Enfield Council policy on redeployment, this may involve completion of a form designed specifically for this purpose).
- Maintain an awareness of Council vacancies and, as far as possible, within Locally Managed Schools/PRUs, in order to identify any redeployment possibilities as quickly as possible.
- Arrange for internal vacancy information to be forwarded to individuals seeking redeployment, as appropriate or as requested.
- Forward details of staff seeking redeployment to Schools, PRUs, Services and/or other Council Departments, as appropriate.
- Request Schools, Units/Services and other Council Departments to formally consider for appropriate vacancies any potentially redundant staff referred to them as part of the redeployment process.
- Subject to the availability of resources, give consideration to appropriate training where this would aid the redeployment process.
- Allow individuals, as appropriate, reasonable time off for interviews/visits to other Schools or establishments where alternative work is a possibility.
- Generally, offer support and guidance to individuals to aid the redeployment process.

Schools that are not maintained by the Local Authority, such as Academies and Free schools, should note that there remains a legal duty for them to consider whether there are alternative job opportunities available for employees at risk of redundancy.

Individual staff will:

- Be expected to participate, as applicable and appropriate, in the Council's Redeployment Process in order to avoid redundancy, wherever possible.

- Be expected to accept any reasonable offer of alternative employment, taking into account the skills and experience of the individual, compared with the duties, requirements and grade of the post, together with future career prospects.
- Forfeit the right to a redundancy payment where they refuse to accept a reasonable offer of alternative employment. (However, before reaching any decision to withhold a payment the LA will, in respect of maintained schools and in conjunction with the *Governors/PRU Management Committee*, take into account any special circumstances relating to the individual concerned, e.g. specific personal or family commitments or difficulties, ease of travel, denominational preferences or any other substantial reason).
- Be entitled to a 'trial period' in a new post with differing terms and conditions without automatically forfeiting the right to a redundancy payment. (See below, 'Alternative Job Offers and Trial Periods').

- **Paid Time Off to Look for Work/Arrange Training**

Employees in their redundancy notice period and who will have at least two years' continuous employment by the time their notice ends have a right to reasonable time off during working hours to look for work or make arrangements for training. Time off could include:

- Visiting Job Centres and Recruitment Agencies
- Attending Job Interviews
- Obtaining help writing/updating CV/application information
- Attending events linked to college, university or apprenticeship enrolment.

While it is likely that a complete refusal for any time off is going to be unlawful, employers are also expected to take their business needs into account in relation to agreeing time off. The length of the notice period, when a request for time off is made, the local employment environment, health and safety requirements and the effect the absence would have on the running of the business/organisation are just some of the factors that need to be considered when deciding on what is and what is not reasonable.

Regardless of the amount of time off that may be allowed, employers are only statutorily required to pay a maximum amount that is equal to two fifth's of one week's pay during the entire notice period.

In relation to pay and time off, the *Headteacher/Governors/PRU Management Committee* will act reasonably and fairly, taking into account all the prevailing circumstances at the time.

- **Alternative Job Offers and 'Trial Periods'**

An alternative role may become available within the organisation that can be offered to an employee selected for redundancy. They may then be entitled to a statutory 'trial period' where this involves a different type of work or different terms and conditions. The purpose is for both employer and employee to assess the suitability of the role.

Any positions that are available must be suitable and reasonable, taking into account:

- Hours and working pattern
- Pay and contractual terms
- Job content and status
- Workplace location.

An alternative role needs to be offered within the notice period, before the end of the employment. When a new, different role is offered, the employee will usually have a statutory trial period of four weeks. Normally, the trial period will begin as soon as the old contract expires and will end four weeks later. The trial period may only be extended in specific circumstances – where a longer period is necessary for retraining purposes and it is agreed in writing before the trial period starts.

It should be noted that:

- If an employee agrees to a trial and finds the job role suitable and reasonable, they simply continue in the role and is considered to have accepted this instead of being made redundant.
- If an employee agrees to a trial and does not find the job role suitable and/or reasonable, then they will usually be treated as having been dismissed as redundant when the original contract came to an end. This means that they will receive the originally determined redundancy pay etc.
- If it is considered that an employee has either unreasonably refused a trial, or trials the role but then rejects it for a reason unrelated to how suitable or reasonable the role is, it may be determined that they are no longer eligible for a redundancy payment.

Additional Note:

In circumstances where a member of the support staff successfully completes a trial period and continues in the new role, no probation and assessment period will apply.

STEP 8: IMPLEMENTATION OF REDUNDANCY

Where redundancy cannot ultimately be avoided, the last day of service will be as detailed in the notice of termination of service previously issued.

Arrangements will be made for the appropriate redundancy/pension payments to be made to eligible staff as soon as possible following the last day of service.

Details of the statutory provisions and local arrangements for terms of severance for both teaching and non-teaching support staff, are set out in a separate document for the LA's maintained schools, 'Terms of Severance in the Case of Redundancy: School-Based Staff' (Also applies to Centrally Employed Teaching Staff).

ADDITIONAL NOTE: CIRCUMSTANCES WHERE A REDUNDANCY SITUATION NO LONGER EXISTS

During the redundancy process, circumstances may change which mean that a potential redundancy situation no longer exists. This may be as a result of previously unforeseen changes to staffing arrangements or financial changes, for example. Where any such circumstances arise prior to formal notice of redundancy being issued**, staff will be informed as soon as possible.

A model letter 'Possible Redundancy Situation - Withdrawn' is included at Appendix 6K to this document.

****NOTE: Once notice of redundancy has been issued, it is legally binding and cannot be unilaterally withdrawn by the employer,** even if the employee is still working out their notice period. The withdrawal of the notice will only become effective if the employee agrees to carry on working.

However, the Employment Rights Act provides that an employee who is dismissed by reason of redundancy loses the right to a redundancy payment if they unreasonably refuse an offer of suitable employment. The offer must be made before the end of the employee's employment under the currently existing contract and take effect either immediately at the end of that employment or after an interval of not more than four weeks. The offer must either be on the same terms and conditions or be suitable alternative employment in relation to the employee.

If, after notice of redundancy has been issued, the employer makes an offer to the employee of their old job back on the same terms and conditions of employment, but the employee rejects it, the employer may argue that no redundancy payment is due as the employee has unreasonably refused an offer of suitable employment. The suitability of the offer of can be assessed objectively but an employee's refusal must be considered on an individual basis, taking account of the employee's own circumstances. For example, if the employee has already secured another job during the notice period, a Tribunal would be likely to find their refusal to be reasonable. But, refusal to accept simply to obtain a redundancy payment is likely to be considered unreasonable.

REDUNDANCY, REDEPLOYMENT AND REORGANISATION OF SCHOOL/PRU BASED STAFF

Guidance, Policy and Procedure for Use by All Schools and PRUs

SECTION C: APPENDICES

DEALING WITH REDUNDANCY – STEPS IN THE PROCESS AND TIMETABLE OF EVENTS

****REORGANISATION PROCESS TIMELINE****

STEPS IN THE PROCESS	REORGANISATION PROCESS TIMELINE
<p>STEP 1: Identifying a Need for Changes and Early Planning for Possible Redundancy Consideration of measures to reduce staffing, make efficiencies/savings prior to initiating a redundancy process; <i>Headteacher</i> begins preparations for a possible redundancy situation – deciding on process (restructure or use of selection criteria), and potential redundancy ‘pool’ (staff group/area to be restructured or posts for selection) and plans timetable of events. In this case, where a restructure is considered the most appropriate way forward, preparation and evaluation of JDs, drawing up of PSs take place at this stage; <i>Headteacher</i> submits the proposals to the <i>Gov. Body/PRU Mgt. Cttee</i>; <i>Gov. Body/PRU Mgt Cttee</i> authorises <i>Headteacher</i> to initiate redundancy process (or identifies one or more <i>Governors/PRU Cttee members</i> for initial decision-making if not appropriate); Early contact with TUs considered during this step in the process.</p>	<p><i>Insert dates allowing (for example, or as required) 2-3 months</i></p>
<p>STEP 2: Consultation and Early Warning of Possible Redundancy <i>Headteacher</i>: -</p> <ul style="list-style-type: none"> prepares/ finalises ‘Early Warning of Possible Redundancy’ letter (also known as Section 188 letter); Letter invites staff and unions to an initial meeting to begin the period of formal consultation and to hand out ‘early warning of possible redundancy’ letters at meeting offers affected staff times for individual consultation meetings in letter and at first meeting informs staff and unions of the end of the consultation period (normally allowing 30 working days) i.e. the final date for receipt of alternative proposals, suggestions and comments 	<p><i>State date by which letter is to be ready; State date of meeting (and, therefore, the start of the consultation period)</i></p> <p><i>State dates individual meetings to be held, allowing (for example) 2-3 working weeks</i></p> <p><i>State date consultation period ends, (30 working days from start of consultation)</i></p>
<p>STEP 3: Consideration of Consultation Proposals and Decision-Making Following the end of the consultation period, the <i>Headteacher</i> gives careful consideration to any comments, suggestions or alternative proposals offered and reaches a final decision on the way forward, including finalising the ‘pool’ of ring-fenced posts, new structure, new JDs and PSs</p>	<p><i>State dates for consideration of proposals and deciding on way forward allowing (for example) one week</i></p>
<p>STEP 4: Implementation of Reorganisation Process or Redundancy Selection Decisions This step will include interviewing for posts in the new structure in the case of a reorganisation</p>	<p><i>Interviews held and decisions confirmed to staff from ..(state dates, allowing, for example, 2 working weeks)</i></p>
<p>STEP 5: Dismissal Decisions and Issuing Notice For Community Schools and PRUs, the <i>Headteacher</i> notifies the LA of dismissal decisions, allowing the LA 14 days within which to issue notice of dismissal to staff selected for potential redundancy; once notice has been issued, notice period rights apply to the individual</p> <p>For VA and Foundation Schools, <i>Headteacher</i> or <i>Gov</i> as approp. issues notice of dismissal to staff selected for potential redundancy; once notice has been issued, notice period rights apply to the individual</p> <p>**Important: <i>It should be noted that any member of staff may be entitled to a statutory 12-week notice period, depending upon length of service. Additionally, teachers must in any event only be given notice to terminate service at the end of a term. In the Summer Term, they are entitled to 3 months’ notice (i.e. to be issued by no later than 31st May to terminate service on 31st August) and in the Autumn and Spring Terms, a MINIMUM of 2 months’ notice.</i></p>	<p><i>LA notified of decisions in Step 4 and, within 14 days, issues notice to be received by no later than (state relevant date, keeping in mind statutory notice rights and additional notice restrictions for teaching staff**)</i></p> <p><i>Headteacher or Gov. as approp. issues notice asap after decisions in Step 4**</i></p>
<p>STEP 6: Appeals against Dismissal A Panel of one or more <i>Governors/PRU Cttee members</i> (normally 3) hears any individual Appeals against dismissal</p>	<p><i>Appeals w/b (state date)</i></p>
<p>STEP 7: Providing Support – Redeployment, Paid Time Off and Trial Periods For those selected for redundancy, the period leading up to the last day of service will involve continuing to seek redeployment opportunities, and in accordance with notice period rights, providing reasonable time off to look for work and/or to arrange training. If a new role is identified, there may be entitlement to a trial period if it is a different type of work or different terms and conditions apply.</p>	<p><i>Rights apply throughout the notice period for staff with 2 years’ continuous employment by the end of the notice period</i></p>
<p>STEP 8: Implementation of Redundancy Where no alternative solution has been found, termination of service takes place on the final date of the notice period, with eligible staff receiving their redundancy payment as soon as possible.</p>	<p><i>Last day of service (state relevant date)</i></p>

DEALING WITH REDUNDANCY – STEPS IN THE PROCESS AND TIMETABLE OF EVENTS

****SELECTION CRITERIA TIMELINE****

<u>STEPS IN THE PROCESS</u>	<u>SELECTION CRITERIA TIMELINE</u>
<p><u>STEP 1: Identifying a Need for Changes and Early Planning for Possible Redundancy</u> Consideration of measures to reduce staffing, make efficiencies/savings prior to initiating a redundancy process; <i>Headteacher</i> begins preparations for a possible redundancy situation – deciding on process (restructure or use of selection criteria), and potential redundancy ‘pool’ (staff group/area to be restructured or posts for selection) and plans timetable of events; In this case, the <i>Headteacher</i> submits the proposals for use of selection criteria to the <i>Gov. Body/PRU Mgt. Cttee; Gov. Body/PRU Mgt Cttee</i> authorises <i>Headteacher</i> to initiate redundancy process (or identifies one or more <i>Governors/PRU Cttee members</i> for initial decision-making if not appropriate); Early contact with TUs considered during this step in the process.</p>	<p><i>Insert dates allowing (for example, or as required) 2-3 months</i></p>
<p><u>STEP 2: Consultation and Early Warning of Possible Redundancy</u> <i>Headteacher</i> -</p> <ul style="list-style-type: none"> • prepares/finalises ‘Early Warning of Possible Redundancy’ letter (also known as Section 188 letter); Letter Invites staff and unions to an initial meeting to begin the period of formal consultation and to hand out ‘early warning of possible redundancy’ letters • at meeting, offers affected staff times for individual consultation meetings • in letter and at first meeting informs staff and unions of the end of the consultation period (normally allowing 30 working days) i.e. the final date for receipt of alternative proposals, suggestions and comments 	<p><i>State date by which letter is to be ready; State date of meeting (and, therefore, the start of the consultation period)</i></p> <p><i>State dates individual meetings to be held, allowing (for example) 2-3 working weeks</i></p> <p><i>State date consultation period ends, (30 working days from start of consultation)</i></p>
<p><u>STEP 3: Consideration of Consultation Proposals and Decision-Making</u> Following the end of the consultation period, the <i>Headteacher</i> gives careful consideration to any comments, suggestions or alternative proposals offered and reaches a final decision on the way forward, including finalising the ‘pool’ from which the selections will be made, and the criteria if appropriate</p>	<p><i>State dates for consideration of proposals and deciding on way forward, allowing (for example) one week</i></p>
<p><u>STEP 4: Implementation of Reorganisation Process or Redundancy Selection Decisions</u> This step will include confirming decisions where selection criteria are utilised.</p>	<p><i>Selection decisions made and confirmed to staff from ..(state dates, allowing, for example, 1 or 2 working weeks)</i></p>
<p><u>STEP 5: Dismissal Decisions and Issuing Notice</u> For Community Schools and PRUs, the <i>Headteacher</i> notifies the LA of dismissal decisions, allowing the LA 14 days within which to issue notice of dismissal to staff selected for potential redundancy; once notice has been issued, notice period rights apply to the individual</p> <p>For VA and Foundation Schools, <i>Headteacher</i> or <i>Gov.</i> as approp. issues notice of dismissal to staff selected for potential redundancy; once notice has been issued, notice period rights apply to the individual</p> <p>**Important: It should be noted that any member of staff may be entitled to a statutory 12-week notice period, depending upon length of service. Additionally, teachers must in any event only be given notice to terminate service at the end of a term. In the Summer Term, they are entitled to 3 months’ notice (i.e. to be issued by no later than 31st May to terminate service on 31st August) and in the Autumn and Spring Terms, a MINIMUM of 2 months’ notice.</p>	<p>LA notified of decisions in Step 4 and issues notice to be received by no later than (<i>state relevant date, keeping in mind statutory notice rights and additional notice restrictions for teaching staff**</i>)</p> <p><i>Headteacher</i> or <i>Gov.</i> as approp. issues notice asap after decisions in Step 4**</p>
<p><u>STEP 6: Appeals against Dismissal</u> A Panel of one or more <i>Governors/PRU Cttee members</i> (normally 3) hears any individual Appeals against dismissal</p>	<p><i>Appeals w/b (state date)</i></p>
<p><u>STEP 7: Providing Support – Redeployment, Paid Time Off and Trial Periods</u> For those selected for redundancy, the period leading up to the last day of service will involve continuing to seek redeployment opportunities, and in accordance with notice period rights, providing reasonable time off to look for work and/or to arrange training. If a new role is identified, there may be entitlement to a trial period if it is a different type of work or different terms and conditions apply.</p>	<p>Rights apply throughout the notice period for staff with 2 years’ continuous employment by the end of the notice period</p>
<p><u>STEP 8: Implementation of Redundancy</u> Where no alternative solution has been found, termination of service takes place on the final date of the notice period, with eligible staff receiving their redundancy payment as soon as possible.</p>	<p><i>Last day of service (state relevant date)</i></p>

**EXAMPLE REORGANISATION PROCEDURE:
PROCEDURE FOR THE APPOINTMENT OF STAFF
TO THE NEW STRUCTURE**

Notes Relating to this Procedure

- a. All staff affected by the reorganisation, will be provided with details of the **draft** structure indicating, for each post, the post title, grade and brief details of the responsibilities. (Job Descriptions and Person Specifications will also be made available either at the start of the consultation period or as soon as reasonably practical in the circumstances)

(Note: the structure is referred to as a 'draft' to allow the Headteacher to seek the views of staff and their representatives, to provide flexibility and to allow amendments to be made to the structure both prior to, and during, the recruitment process if appropriate).

- b. At the end of the formal period of consultation, details of the likely new structure (see note in 1. above) and recruitment process will be confirmed and staff affected and their Representatives informed of the reasons where any alternative proposals made have not been pursued or incorporated.
- c. When recruitment to the new post(s) has taken place and decisions made, any staff who are then issued with notice of termination of service on the grounds of redundancy will be offered a formal Appeal Hearing before Governor(s).

Recruitment to the new structure will take place as set out below.

1. All posts in the new structure will be available only to staff affected by the reorganisation in the first instance.

It should be noted, in particular, that new posts, or posts for which there is no one employed in a similar capacity in terms of duties and the published requirements of the post, will not be advertised externally unless, and until, such time as existing staff have been given prior consideration and deemed not suitable for appointment to the post in question.

Note that, in accordance with the Protection from Redundancy (Pregnancy and Family Leave) Act 2023, the school/PRU will prioritise new and expectant parents for redeployment opportunities. (See Section B of this document, 'Step 1: Identifying a Need for Changes and Early Planning for Possible Redundancy' for further information on the requirements of the Act).

No external advertisements will be placed before the end of the appointments process without prior consultation with the Trade Unions/Professional Associations.

2. Appointments will normally be made to posts at each level, in order, commencing with higher level posts in each category (e.g. Teachers, Administrative staff, Site staff/Caretakers, etc.) and completing the process with appointments to posts at a lower level.

3. As each post, or level of post, is advertised interested staff will be asked to submit a form which will include a brief summary of their employment history and generally provide additional supporting information relating to the person specification. Any posts where there are already staff employed in a similar capacity (in terms of duties and requirements of the post, not necessarily the grade) will be 'ring-fenced' to those staff.
4. In some cases there may be a direct match between an individual's current post and a particular post in the new structure. In such circumstances, where there is no direct competition the employee will be assimilated/appointed to the post, following discussion with them by the Headteacher or other appropriate persons.
5. Where there is direct competition for a particular post, for example, in circumstances where there are two or more members of staff holding similar posts, in terms of duties and the published requirements of the post then, having declared their interest, they will be interviewed for the post in the new structure by the *Headteacher* and/or other appropriate persons. (All interviews will be conducted by a Panel of at least 3 members, including the *Headteacher* and 2 other appropriate persons). The candidate considered to be the most suitable will then be appointed.
6. Where there may be post(s) in the new structure of a particular type or level for which there is no match in terms of existing postholders, the post(s) will be made available, in the first instance, to any staff affected by the reorganisation already employed in a similar category (e.g. Teaching, Caretaking, Admin, Welfare etc.) and occupying a similar grade (or above, if considered appropriate) and who may otherwise be displaced. Selection and interview procedures will then be carried out in the normal way.
7. Any posts remaining unfilled after staff already at that level (or above, where relevant) have been considered, will then be advertised internally to other staff within the school (if appropriate), before proceeding to an external advertisement.
8. If, when the appointment process has been completed, it has not been possible to appoint a particular member of staff to a post in the new structure, (or where it is clear at an earlier stage that it will not be possible to do so) the *Headteacher* will discuss with them the possibility of identifying suitable redeployment opportunities as well as the severance terms to be applied where it may not ultimately prove possible to avoid a redundancy situation.

ADDITIONAL NOTE:

In certain circumstances, there may be an entitlement to a 'trial period' in a new role offered if this involves a different type of work or different terms and conditions.

Further details are set out in Section B of the main body of this document: 'Step 8: Providing Support – Redeployment, Paid Time Off and Trial Periods'.

Model letters for use in relation to appointing staff to the new structure are included as Appendices 6L to 6P to this document. (These include versions for assimilation to a similar post [6L], offer of appointment to a new post likely to be considered as a suitable alternative [6M], offer of appointment to a post less likely to be considered as a suitable alternative [6N] and confirmation of continuation in the same/similar post following ring-fenced interviews to reduce the number of posts [6P].

Reorganisation Procedure: Additional Notes and Conditions

1. To avoid disadvantage to any member of staff, **the effective implementation date for appointment to all new posts will be (date)**

2. **Assimilation for Support Staff** will occur where at least 70% of the duties and principle responsibilities of the new job description are covered by the old job description. Normally, this principle will be applied to relevant posts when making comparisons between existing posts and new posts in the structure.

However, in relation to teaching posts, assimilation will be applied as the circumstances allow. In some cases this may not be possible, for example, where a teaching post consists of 70% or more generic duties but has a specific responsibility attached to it. Where appropriate to the circumstances, the 70% principle will be applied to the duties the teacher undertakes over and above the generic job description contained within the statutory School Teachers' Pay and Conditions Document (STPCD).

3. **Salary safeguarding arrangements for teaching staff** are set out in the statutory STPCD. Safeguarding will be applied to any teacher affected by the restructure and who would otherwise suffer a reduction in salary, in accordance with those arrangements and the conditions attached.

4. There are **no such statutory provisions relating to salary protection for support staff** in schools/PRUs. Where an employee is redeployed into a post at a lower grade within the school/PRU as a result of internal reorganisation:

- there is no pay protection if the new grade is only one grade lower than the previous grade, this being considered a reasonable alternative offer.
- where the grade difference is more than one grade an interim protection arrangement is allowed for one year whereby the salary paid would drop by one grade for one year and then drop further to the new lower substantive grade

For example, if an employee was currently in a post graded Scale 6 and accepted a new position in a ringfenced restructuring at Scale 4, then a salary at the top of Scale 5 (or corresponding incremental point if the employee was not at the top of their current grade) would be paid from the date of implementation of the new structure and one year later salary would be further reduced to the top of Scale 4.

(NB. Salary protection arrangements, as described above, will be applied unless a member of staff is offered and unreasonably refuses to accept a suitable alternative post).

The arrangements set out in 2. to 4. above apply only where the employee remains with the school. Different arrangements apply where an employee is offered alternative employment elsewhere under redeployment arrangements.

5. At any stage in the process, individuals are free to discuss any concerns with, or involve, their Trade Union/Professional Association Representatives.

**THE CRITERIA FOR THE SELECTION OF TEACHING STAFF
FOR REDUNDANCY (in order of priority) are:**

- (1) the particular curriculum or organisational needs of the school or service in terms of provision of a balanced and appropriate curriculum for all pupils¹ as well as a suitable staffing structure. (This may involve not only identification of the particular curriculum or organisational areas for which there is relative over provision in staffing terms, but also, in some cases, the individual post(s) to be regarded as surplus to the requirements of the *school/PRU*);
- (2) 'voluntary redundancy' (and early retirement where applicable) or 'redeployment'. Having first identified the needs of the school, this would apply where a particular employee would be willing to go in place of other staff who were also at risk. (This approach to redundancy is dependent on the fact that it is attributable to 'a diminution in the requirement for employees to carry out the employer's work' (a causal relationship must be established) and on the ability of the school to release the "volunteer" without detriment to the delivery of the curriculum);

Note that, in accordance with the Protection from Redundancy (Pregnancy and Family Leave) Act 2023, the *school/PRU* will prioritise new and expectant parents for redeployment opportunities. (See Section B of this document, 'Step 1: Identifying a Need for Changes and Early Planning for Possible Redundancy' for further information on the requirements of the Act).

ADDITIONAL NOTE RELATING TO (1) ABOVE:

¹Governors of Voluntary Aided, Voluntary Controlled or Foundation Schools with a religious character will need to pay full regard to their responsibilities for the Religious Education programme and for the religious character of the School.

**THE CRITERIA FOR THE SELECTION OF SUPPORT STAFF FOR
REDUNDANCY (in order of priority) are:**

- (1) the particular curriculum or other needs of the school, in relation to identified priorities, and the effect which the withdrawal of support in certain areas will have on the managerial, administrative and organisational needs of the *school/PRU*^{1,2};
- (2) 'voluntary redundancy' (and, where eligible, voluntary premature retirement) or 'redeployment'. Having first identified the needs of the school, this would apply where a particular employee would be willing to accept severance in place of other staff who were also at risk. (This approach to redundancy is dependent on the fact that it is attributable to 'a diminution in the requirement for employees to carry out the employer's work' (a causal relationship must be established) and on the ability of the school to release the 'volunteer');

Note that, in accordance with the Protection from Redundancy (Pregnancy and Family Leave) Act 2023, the *school/PRU* will prioritise new and expectant parents for redeployment opportunities. (See Section B of this document, 'Step 1: Identifying a Need for Changes and Early Planning for Possible Redundancy' for further information on the requirements of the Act).

ADDITIONAL NOTES RELATING TO (1) AND (2) ABOVE :

¹Governors of Voluntary Aided, Voluntary Controlled or Foundation Schools with a religious character will need to pay full regard to their responsibilities for the Religious Education programme and for the religious character of the School.

²**Apprentices have a very specific legal status, together with a range of rights not extended to other employees. These rights include additional protection from redundancy, meaning that an employer could be in breach of contract for making an Apprentice redundant. In relevant circumstances, further advice will be sought from the Schools' Personnel Service (or HR provider, as appropriate).**

**RECOGNISED PROFESSIONAL ASSOCIATIONS AND TRADE UNIONS:
LOCAL BRANCH OFFICIALS**

The Local Professional Association/Trade Union Branch Officials are those listed below. It is important to note that a school's/PRU's own trade union representatives are not (normally) the same as local officials and do not, in these circumstances, have the power to act in the same official capacity on behalf of their members. All consultation in a potential redundancy situation MUST take place with Local Branch Officials. Where there is currently no Local Branch Official in post, all communications should be directed to the relevant Association/Union Headquarters and/or regional office.

TEACHERS' PROFESSIONAL ASSOCIATIONS

National Education Union (NEU)

Enfield Branch Official: **Claire Doherty**
Tel: 07849 211709
Email: CLAIRE.DOCHERTY@neu.org.uk

National Association of Schoolmasters Union of Women Teachers (NASUWT)

Enfield Branch Official: **Tony Cuffaro, Keith Kilkenny**
Email: rc-london@mail.nasuwt.org.uk

Community

Enfield Branch Official: 1) None at present

Also: 2) **Sati Bhachu**
Email: sbhachu@community-tu.org

(All communications should be sent to all persons/addresses given above).

National Association of Headteachers (NAHT)

Enfield Branch Official: 1) **Michelle Williams**
Email: michelle.williams@hazelburyprimaryelt.org

Also: 2) **Matthew Waterfall**
NAHT Greater London Region
Tel: (Mob) 07710 702125
Email: matthew.waterfall@naht.org.uk

(All communications should be sent to both persons named above).

Association of School and College Leaders (ASCL)

Enfield Branch Official: 1) None at present

Also: 2) **Howard Feasey**
Regional Officer London
Tel M: 07702 714217 T: 0116 299 1122
Email: Howard.Feasey@ascl.org.uk

SUPPORT STAFF TRADE UNIONS

UNISON

- Enfield Branch Official: 1) **Paul Bishop**
Enfield UNISON,
Tel: 020 8379 4082
Email: office@enfieldunison.co.uk
- Also: 2) **Tracey Adnan**
Enfield UNISON,
Tel: 020 8379 4047
Email: tracey.adnan@enfieldunison.co.uk
schools@enfieldunison.co.uk

(All communications should be sent to both persons named above).

General and Municipal Boilermakers (GMB)

- Enfield Branch Official: 1) **Alastair Blundell:**
Email: Alastair.Blundell@gmbactivist.org.uk
- Also: 2) **Mary Goodson, GMB Regional Officer**
Tel : 0208 457 4117
Email: Mary.Goodson@gmb.org.uk

UNITE

- Enfield Branch Official: 1) None for Schools at present
- Also: 2) Regional Secretary
Unite the Union,
London and Eastern Region (N.London District Office)
c/o 128 Theobalds Road
Holborn WC1X 8TN

OTHER RECOGNISED UNIONS

Note that the above Professional Associations and Trade Unions are likely to be those relevant to schools. However, the London Borough of Enfield does also recognise the following unions:

- **PROSPECT (Members include those from a range of professions including education and children's services)**
- **Community Youth Workers Union (CYWU)**
- **Association of Educational Psychologists (AEP)**

Important Note:

As local Branch Officials of the recognised Professional Associations/Unions do change from time to time, it is strongly advised that schools contact the Schools' Personnel Service to check names and addresses at the start of any potential redundancy process.

**REDUNDANCY, REDEPLOYMENT AND
REORGANISATION OF SCHOOL/PRU BASED STAFF**

SUGGESTED PROCEDURE FOR DEALING WITH APPEALS

An employee selected for potential redundancy and issued with notice of termination of service will be offered an appeal against dismissal.

The employee(s) concerned will be given reasonable notice of the hearing with the *Governors/PRU Management Committee Panel* to which they are invited to appeal and may be accompanied by a Professional Association/Trade Union Representative or a work colleague. The precise period of notice given will often be dictated by the timescale within which the *School/PRU* is operating.

The following procedure is suggested as a suitable format for hearing the appeal.

APPEAL HEARING

PAPERWORK PRIOR TO THE HEARING

Prior to the meeting, the Appeal Panel members will receive copies of any papers that the employee has received so far, e.g. the 'early warning' letter sent to all staff at the beginning of the process, any relevant consultation comments/suggestions/proposals and the response(s), the notice letter and any other correspondence issued to the employee. Any attachments to earlier correspondence or other documentation issued during the process will also be provided.

PRESENT AT THE HEARING

- The *Governors/PRU Management Committee* Appeal Panel (who will have played no part in the original decision, nor will there be any conflict of interest)
- The individual and their Representative
- The *Headteacher**
- Notetaker (this may be one of the members of the Panel or otherwise someone who is independent of and takes no part in the process) and note that,
- a Representative from the Schools' Personnel Service, may also be in attendance. (A Representative of the LA Schools has the right to attend for the purpose of giving advice at any proceedings relating to the selection or dismissal of teaching staff in Community Schools. Foundation/VA Schools may agree to give the LA such rights).

*(*This assumes that the Headteacher made the original decision. Where a Governor/PRU Management Committee member made the decision then that person should attend, normally in addition to the Headteacher. The Headteacher will usually also attend to provide additional background information, as appropriate, e.g. about the curriculum, staffing structure, administrative arrangements etc.)*

THE PROCEEDINGS

Opening by the Chair of the Appeal Panel

The Chair of the Panel should introduce those present. They will make it clear that the Panel members have played no part in the process to date.

The Chair should then explain that the purpose of the meeting is for the Panel to hear what has happened in the process so far in order to reach a final decision about the deletion of the post/selection for redundancy, in particular as it affects the employee concerned.

The Chair should go on to explain that the Panel will hear the case from both parties to enable it to make an informed decision having considered fully all the relevant facts and points made by both sides. It should also be made clear that the decision will be made by the Appeal Panel alone and that its decision will be final.

In circumstances where the *Headteacher* did not make the original decision about the deletion of the post/selection for redundancy, the Chair of the Panel should indicate that the *Headteacher* is present for the purpose of outlining and setting in context the rationale behind the decision and also to respond to any points or questions that may be raised about the curriculum, staffing structures, budgetary issues etc. about which he or she may have more detailed knowledge or information.

Headteacher (or Governor/PRU Management Committee member, as appropriate)

The Chair of the Appeal Panel will then ask the *Headteacher* (or as appropriate), to provide the background to the redundancy situation, to explain the process in place for the selection of post(s) and how/why the selection for redundancy was made in this case. This may also need to include an explanation about the curriculum or other needs of the school, the staffing structures, the budget or other issues relating to the redundancy situation, as relevant and depending upon information already made available to the Panel.

The *Headteacher* should also refer to any particular points, suggestions or alternative proposals raised as part of the consultation process and the response.

The Panel and the employee and their Representative may then ask questions of the *Headteacher*. (The *Headteacher* is advised to bring any papers to the Hearing that may be requested or questioned, e.g. budgetary details, curriculum or staffing information.)

Case by the Employee and Their Representative

The Chair of the Appeal Panel will then ask the employee and their Representative to present their case, including the grounds for appeal.

The Panel and the *Headteacher* may then ask questions of the employee and their Representative.

The Appeal Panel/Notetaker

Throughout the Hearing, Panel member(s) or notetaker should note the main points or any questions raised that will need to be considered by the Panel.

Conclusion of the Meeting – Chair of the Appeal Panel

The Chair of the Appeal Panel will draw the meeting to a close and ask if either side have anything else they wish to say.

The Chair or notetaker should then ask both parties to summarise the main points they have made and that they wish the Panel to consider.

The Chair should then confirm when the outcome of the Hearing will be notified to the parties (normally within 5 working days) and state that the Appeal Panel's decision will be final. All parties withdraw, the Panel discusses the issues raised and reaches its decision.

An example 'Outcome of Appeal Hearing ...' for use by the Panel is attached at Appendix 6J to this document.

MODEL LETTERS

IMPORTANT: *The attached model letters are intended as a guide only and may need adapting according to the particular circumstances of each situation. However, it should be noted that specific information must be provided in certain letters, for example the 'early warning of possible redundancy' letters attached as Appendices 6A to 6C. (In this particular case, see Section B, Step 3 in the main body of this document for the required content). Additional letters may also be required depending upon progress and circumstances that may arise throughout. The Schools' Personnel Service can provide further advice and guidance on request.*

APPENDICES 6A – 6P MODEL LETTERS

LIST OF MODEL LETTERS	APPENDIX 6
Early Warning of Possible Redundancy (Version for a Reorganisation of the staffing structure)	App 6A
Early Warning of Possible Redundancy (Version using Selection Criteria)	App 6B
Early Warning of Possible Redundancy (Version for Staff on a Fixed Term Contract where post can be clearly identified as redundant ahead of others)	App 6C
Early Warning of Possible Redundancy – Invitation to a Consultation Meeting	App 6D
Response to Redundancy Consultation Proposals	App 6E
<u>Community Schools/PRUs</u> : Confirmation of Selection for Possible Redundancy for Member of Staff (A) Unsuccessful in Securing a Post in a Reorganisation <u>OR</u> (B) Selected for Redundancy using Selection Criteria	App 6F
<u>Voluntary Aided and Foundation Schools</u> : Notification of Selection and Notice of Termination of Service on the Grounds of Redundancy for a member of staff (A) Unsuccessful in Securing a Post in a Reorganisation <u>OR</u> (B) Selected for Redundancy using Selection Criteria	App 6G
<u>All Schools/PRUs</u> : Confirmation of Non-Renewal of Fixed-Term Contract	App 6H
Outcome of Appeal Hearing Following Deletion of Post and Dismissal on the Grounds of Redundancy (as a result of member of staff either being unsuccessful at interview or being selected for redundancy using criteria)	App 6J
Possible Redundancy Situation - Withdrawn	App 6K
Appointment of Staff to the New Structure in a Reorganisation: Assimilation to Post	App 6L
Appointment of Staff to the New Structure in a Reorganisation: Offer of Appointment (Post <u>likely</u> to be considered suitable)	App 6M
Appointment of Staff to the New Structure in a Reorganisation: Offer of Appointment (Post <u>less likely</u> to be considered suitable)	App 6N
Appointment of Staff to the New Structure in a Reorganisation: Confirmation of Continuation of Employment in same/similar post following ring-fenced interview	App 6P

EARLY WARNING OF POSSIBLE REDUNDANCY
(VERSION FOR A REORGANISATION OF THE STAFFING STRUCTURE)

TO BE SENT TO MEMBERS OF THE TEACHING STAFF/SUPPORT STAFF/ALL STAFF, AS RELEVANT. ALSO ALSO TO BE SENT TO ALL PROFESSIONAL ASSOCIATION AND/OR SUPPORT STAFF TRADE UNION BRANCH OFFICIALS, AS APPROPRIATE. (COPY TO BE SENT TO RELEVANT LA DIRECTOR).

Dear

EARLY WARNING OF POSSIBLE REDUNDANCY

The purpose of this letter is to inform you that, on behalf of the *Governing Body/PRU Management Committee*, I intend to consult upon a possible reorganisation of the staffing structure and, in particular, the organisation of the (*state staff group, or groups, affected*).

The reasons for the proposed reorganisation are (*state business case/rationale, as appropriate*).

Unfortunately, this proposal will regrettably mean it is necessary to delete the currentpositions (*state numbers, posts and/or other details as relevant*) on (*date*) in order to have a new structure in place with effect from (*date*). As this will have implications for your future employment, I am required by employment legislation to provide you with early warning of possible redundancy.

This letter is being sent to all members of staff affected and to all recognised *Professional Associations/Trade Unions (as relevant)* in order to consult with you on the proposals with a view to reaching agreement on the way forward. I would welcome, in writing, any views, suggestions or proposals you may wish to make in connection with the matter.

The draft procedure for appointing to posts in the new structure is attached. Details of the new staffing structure, including Job Description(s) and Person Specifications, *are also attached/will be made available to you shortly (as appropriate)*.

The current staffing structure, showing numbers of staff and posts, including any Agency Workers and vacancies *is also attached/will be made available shortly (as appropriate)*.

Individual consultation meetings will be offered to all affected staff. (*Dates/times may be included within this letter if it is possible to do so at this stage. Otherwise, separate letters will subsequently be issued to affected staff inviting them to individual consultation meetings. A model 'Early Warning of Possible Redundancy – Invitation to a Consultation Meeting' is included at Appendix 6D to this document*).

The formal consultation period will end on (*date*). Following the end of the consultation period, the new staffing structure and the process for appointment will be finalised and recruitment to new posts will commence. Posts in the new structure will be available only to staff at risk of redundancy in the first instance.

Any member of staff who is unsuccessful in securing a post in the new structure and issued with notice of termination of service on the grounds of redundancy will be afforded the opportunity of a formal appeal against dismissal to *Governors/PRU Management Committee* members. The decision following the formal appeal will be final.

The procedures to be followed where redundancy ultimately proves necessary will be those recommended by the Local Authority (LA) in the document "Redundancy, Redeployment and Reorganisation of School/PRU Based Staff", a copy of which is kept in the *School/PRU Office (or as appropriate)* and can be made available to any staff wishing to see it. The terms of severance to be applied to those staff who may be eligible for financial compensation will be those set out in the Authority's document for its maintained schools, 'Terms of Severance in the Case of Redundancy: School-Based Staff'.

Where redundancy seems likely, every effort will be made by the Headteacher and *Governors/PRU Management Committee members*, in liaison with the LA, to find suitable alternative employment to avoid implementing the redundancy. However, if this is not possible, notice (where applicable) would be issued by (date) and your last day of service would be(date).

I very much regret that these proposals and the uncertainty they cause will create considerable concern for you. However, it is imperative that I consider the operational needs of the *school/PRU* and look for the best possible way to ensure that we effectively meet the needs of our pupils.

(It is hoped that this letter will be distributed at, or following, a meeting to explain the circumstances to staff and Professional Associations/Trade Unions. However, if this has not been possible it may be helpful to include a final paragraph inviting them to an initial meeting).

Yours sincerely,

Headteacher

EARLY WARNING OF POSSIBLE REDUNDANCY
(VERSION USING SELECTION CRITERIA)

TO BE SENT TO MEMBERS OF THE TEACHING STAFF/SUPPORT STAFF/ALL STAFF, AS RELEVANT. ALSO TO BE SENT TO ALL PROFESSIONAL ASSOCIATION AND/OR SUPPORT STAFF TRADE UNION BRANCH OFFICIALS, AS APPROPRIATE. (COPY TO BE SENT TO RELEVANT LA DIRECTOR).

Dear

EARLY WARNING OF POSSIBLE REDUNDANCY

Due to financial constraints and the necessity to make savings from within the *School's/PRU's* budget (*and/or other business reasons, as appropriate*), I regret to have to inform you, on behalf of the *Governing Body/PRU Management Committee*, of the possibility of redundancy(ies) amongst the *staff/teaching staff/support staff (as relevant)*. Any redundancies that may be declared, should it not be possible to find an alternative solution, will take effect on (*date*).

In these circumstances, in accordance with relevant Employment Protection legislation, this letter is being sent to all members of *staff/the teaching staff/the support staff (as relevant)* of the *School/PRU* and all recognised *Professional Associations/Trade Unions (as relevant)* at this stage, to provide early warning that redundancy may prove unavoidable, and to consult with you on these difficulties with a view to reaching agreement on the way forward. I would welcome, in writing, any views, suggestions or proposals you may wish to make in connection with this matter.

For your information, it will be necessary to make savings amounting to approximately £..... from (*date*) and £ in a full year (*and/or state business case/rationale as appropriate*).

(This para. to be completed and/or adapted as appropriate). The *School's/PRU's* current *staff/teaching staff/support staff (as relevant)* establishment is (*state*) fte posts with a staffing complement of fte in post. There are currently..... (*number*) Agency Workers in (*state area and type of work of any Agency Workers*). Although there are vacancies in (*list of post(s) where applicable*) of which it will be necessary to fill/not be necessary to fill (*list(s) as appropriate*) it is anticipated that there may still be a need to declare up to members of staff or fte currently occupied posts as redundant.

Individual consultation meetings will be offered to all affected staff. (*Dates/times may be included within this letter if it is possible to do so at this stage. Otherwise, separate letters will subsequently be issued to affected staff inviting them to individual consultation meetings. A model 'Early Warning of Possible Redundancy – Invitation to a Consultation Meeting' is included at Appendix 6D to this document*).

The formal consultation period will end on(*date*).

The procedures to be followed where redundancy ultimately proves necessary will be those recommended by the Local Authority (LA) in its document 'Redundancy, Redeployment and Reorganisation of School/PRU Based Staff', a copy of which is kept in (*place, such as School Office*) and can be made available to any staff wishing to see it. As part of these procedures, the criteria set out for the selection of staff for redundancy in *Appendix 3A and/or Appendix 3B (as appropriate)* will be applied. The terms of severance to be applied to those staff who may be eligible for financial compensation will

be those set out in the Authority's document for its maintained schools, 'Terms of Severance in the case of Redundancy: School-Based Staff'.

In line with the stated criteria, it seems likely at this stage that the required reduction in staff will be in the area(s) of *(details, as appropriate, where known)*.

Any member of staff who is selected and issued with notice of termination of service on the grounds of redundancy will be afforded the opportunity of a formal appeal against dismissal to *Governors/PRU Management Committee* members. The decision following the formal appeal will be final.

Where redundancy seems likely, every effort will be made by the Headteacher and *Governors/PRU Management Committee members*, in liaison with the LA, to find suitable alternative employment to avoid implementing the redundancy. However, if this is not possible, notice (where applicable) would be issued by *(date)* and your last day of service would be*(date)*.

I very much regret that these proposals and the uncertainty they cause will create considerable concern for you. However, it is imperative that I consider the operational needs of the *school/PRU* and look for the best possible way to ensure that we effectively meet the needs of our pupils.

(It is hoped that this letter will be distributed at, or following, a meeting to explain the circumstances to staff and Professional Associations/Trade Unions. However, if this has not been possible it may be helpful to include a final paragraph inviting them to an initial meeting).

Yours sincerely,

Headteacher

**EARLY WARNING OF POSSIBLE REDUNDANCY
(VERSION FOR STAFF ON FIXED TERM CONTRACT WHERE POST CAN BE
CLEARLY IDENTIFIED AS REDUNDANT AHEAD OF OTHERS)**

TO BE SENT TO MEMBER OF STAFF ON FIXED TERM CONTRACT WHICH IS NOT TO BE RENEWED DUE TO DELETION OF POST FOR SPECIFIC REASON.

ALSO TO BE SENT TO ALL PROFESSIONAL ASSOCIATION AND/OR SUPPORT STAFF TRADE UNION BRANCH OFFICIALS FOR THE RELEVANT STAFF GROUP. (COPY TO BE SENT TO RELEVANT LA DIRECTOR).

Dear

**EARLY WARNING OF NON-RENEWAL OF FIXED TERM CONTRACT
ON GROUNDS OF REDUNDANCY**

I am writing in connection with your employment position within the school.

As you know, you are employed on a fixed term contract which expires on (date). When you were appointed, I informed you that the reason for the offer of a fixed term appointment was (*state specific reason(s)*). As a consequence I was unable to guarantee you any employment beyond the expiry date of your contract. Unfortunately, due to (*state reason(s) for the likelihood that the contract will not be renewed. If a number of posts are affected state number that may be deleted, together with total numbers of staff of any such description employed, as well as numbers of Agency workers if relevant*).

In these circumstances, it is with regret that I am writing to you in accordance with relevant Employment Protection legislation to provide you with early warning that I may not be able to offer you a new contract after (date) and to consult with you to seek to reach agreement on any alternative strategies available to us with a view to avoiding redundancy. This letter is also being sent to those recognised *Trade Unions/Professional Associations (as appropriate)* relevant to the staff group affected by this process. I would welcome, in writing, any views, suggestions or proposals you may wish to make in connection with this matter.

You will be offered a (*further*) (*individual*) consultation meeting. (*Dates/times may be included within this letter if it is possible to do so at this stage. Otherwise, a separate letter will subsequently be issued to invite the staff/staff member to an individual consultation meeting(s). A model 'Early Warning of Possible Redundancy – Invitation to a Consultation Meeting' is included at Appendix 6D to this document*).

The formal consultation period will end on(date).

The procedures to be followed where redundancy ultimately proves necessary will be those recommended by the Local Authority (LA) in its document 'Redundancy, Redeployment and Reorganisation of School/PRU Based Staff', a copy of which is kept in (*place, such as School Office*) and can be made available to you should you wish to see it. (*Then insert next sentence only if the employee is eligible for financial compensation, i.e. if they have at least 2 years' continuous service*). The terms of severance to be applied, where you are eligible for financial compensation, will be those set out in the Authority's document for its maintained schools, 'Terms of Severance in the case of Redundancy: School-Based Staff'.

If no alternative solution has been found following the end of the consultation period, you will be afforded the opportunity of a formal appeal against dismissal to *Governors/PRU Management Committee* members. The decision following the formal appeal will be final.

Where redundancy seems likely, every effort will be made by the Headteacher and *Governors/PRU Management Committee members*, in liaison with the LA, to find suitable alternative employment to avoid implementing the redundancy. However, if this is not possible, your last day of service would be(date).

I do hope that we will be able to work together during the remainder of your contract to find a satisfactory solution.

(It is hoped that this letter will be given to the member of staff and Professional Associations/Trade Unions [as appropriate] at, or following, a meeting to explain the circumstances. However, if this has not been possible it may be helpful to include a final paragraph inviting them to an initial meeting).

Yours sincerely,

Headteacher

**EARLY WARNING OF POSSIBLE REDUNDANCY – INVITATION TO A
CONSULTATION MEETING**

FOR USE WHERE ARRANGEMENTS FOR INDIVIDUAL CONSULTATION MEETINGS HAVE NOT ALREADY BEEN INCLUDED WITHIN INITIAL 'EARLY WARNING' LETTERS.

TO BE SENT TO RELEVANT MEMBER(S) OF STAFF AND THEIR PROFESSIONAL ASSOCIATION/TRADE UNION REPRESENTATIVE (AND LOCAL BRANCH OFFICIAL, IF DIFFERENT). (COPY TO BE SENT TO THE RELEVANT LA DIRECTOR).

Dear

**EARLY WARNING OF POSSIBLE REDUNDANCY – INVITATION TO A
CONSULTATION MEETING**

I refer to my letter of (*date*) giving early warning of possible redundancy. The circumstances and reasons for this situation arising were set out in that letter and in the meeting held on ... (*date*) with all affected staff and Professional Association/Trade Union Representatives (*or as appropriate*).

As indicated previously, I am now writing to invite you to an individual consultation meeting to discuss the matter further. This meeting will be an opportunity to discuss with you:

- the reasons for the potential redundancy situation, the proposals for addressing it and/or any related concerns you may have;
- how it may be possible to mitigate the consequences of the proposed redundancies;
- any particular support or assistance that you may find helpful at this time;
- any other views, suggestions, or proposals you have about the matter.

The consultation meeting has been arranged as follows:

To be held at/in (*state venue*)

On (*state date*) **At** (*state time*)

You have the right to be accompanied by:

- a local area or regional official of a Trade Union/Professional Association;
- a workplace Trade Union/Professional Association Representative, as long as they have been reasonably certified in writing by their union as having experience of, or having received training in, acting as an employee's companion at grievance hearings. Certification may take the form of a card or letter; or
- a work colleague.

If you wish to attend the meeting, you should inform me by no later than ... (*state time*) on (*state day and date; also state contact details, as appropriate*). If I have not heard from you by the stated date and time, I will assume that you do not wish to meet.

Yours sincerely,

Headteacher

RESPONSE TO REDUNDANCY CONSULTATION PROPOSALS

IMPORTANT NOTE: The particular circumstances at the time, including alternative proposals, comments and suggestions offered by individual members of staff, will dictate how responses to the consultation are addressed. Responses may be made verbally or in writing to individuals, or similarly to groups of individuals where the same issues are arising, or where a matter, or matters, is/are relevant to all. Written responses are strongly recommended in the majority of circumstances due to the possibility of a challenge at an Employment Tribunal. The letter below is intended as a basic template for issuing to all those affected at the end of the consultation period but can be adapted for use in other situations).

TO BE SENT TO MEMBERS OF THE TEACHING STAFF/SUPPORT STAFF/ALL STAFF, AS RELEVANT. ALSO TO BE SENT TO ALL PROFESSIONAL ASSOCIATION AND/OR SUPPORT STAFF TRADE UNION BRANCH OFFICIALS, AS APPROPRIATE. (COPY TO BE SENT TO RELEVANT LA DIRECTOR).

Dear

**POTENTIAL REDUNDANCY SITUATION:
RESPONSE TO CONSULTATION PROPOSALS**

Thank you to all those who have contributed to the consultation process. I have now had time to consider carefully the views, comments and proposals put forward (*or as appropriate*).

The main areas for further consideration have been (*insert details of proposals and suggestions put forward by staff [not including any that may have been raised by individuals in confidence, which should be responded to separately]*).

(*Then, as relevant, **EITHER***). As a result of the consultation process, I have made the following changes to the original proposals. (*Then insert details of any changes . These may include, for example, changes to the structure/Job Descriptions/Person Specifications where a reorganisation is proposed or changes to selection criteria in terms of voluntary redundancies or possible 'bumping' arrangements etc.*)

(*Then, as relevant to the circumstances*). Please find attached to this letter a copy of the *final staffing structure/revised Job Descriptions/Person Specifications or other documentation..... etc, as appropriate*).

(**OR**, *if no changes are to be made as a result of the consultation process, as appropriate*). Whilst careful consideration has been given to all proposals, views and suggestions, I have decided that it is in the best interests of the *School/PRU* to continue to address the current *situation/difficulties (as appropriate)* as originally proposed. In these circumstances, (*then state details of the next step in the process – e.g. either that recruitment to the new posts will commence on (date) or that redundancy selection decisions will be made and the date(s) on which this will take place, when individuals will be notified etc.*).

I would like to emphasise, and reassure all staff affected, that every effort will be made to seek suitable alternative employment for any staff who may be displaced by this process, thereby avoiding a redundancy situation. Similarly, staff will be notified as soon as possible should there be a change in circumstances at the *school/PRU* which may affect the staffing situation. The intention remains to avoid implementing redundancy wherever possible.

Yours sincerely,
Headteacher

COMMUNITY SCHOOLS/PRUs:

CONFIRMATION OF SELECTION FOR POSSIBLE REDUNDANCY FOR A MEMBER OF STAFF (A) UNSUCCESSFUL IN SECURING A POST IN A REORGANISATION OR (B) SELECTED FOR REDUNDANCY USING SELECTION CRITERIA

TO BE SENT TO MEMBERS OF THE TEACHING STAFF/SUPPORT STAFF/ALL STAFF, AS RELEVANT. ALSO TO BE SENT TO ALL PROFESSIONAL ASSOCIATION AND/OR SUPPORT STAFF TRADE UNION BRANCH OFFICIALS, AS APPROPRIATE. (COPY TO BE SENT TO RELEVANT LA DIRECTOR).

Dear

NOTIFICATION OF SELECTION FOR REDUNDANCY

(A) UNSUCCESSFUL IN SECURING A POST IN A REORGANISATION

Further to your interview on (date) for the post of (title) it is with regret that I am now writing to confirm that you were unsuccessful.

(Depending upon the particular circumstances it may be appropriate here to include more detail relating to reasons, receiving feedback etc.).

In these circumstances, I have to inform you that you have been selected for redundancy to take effect on (date).

OR

(B) SELECTED FOR REDUNDANCY USING SELECTION CRITERIA

Further to my previous correspondence and our recent discussions/meetings (or as *approp.*), it is with regret that I am now writing to inform you that, in accordance with the stated criteria (copy attached), you have been selected for redundancy, to take effect on..... (date).

The selection has been made, in your case, on the basis of (*explanation of hoe the selection of the individual concerned was arrived at according to the criteria*).

THEN ALL

I am very sorry that formal declaration of redundancy has proved necessary and that it has not been possible to find a suitable alternative approach to resolve the difficulties previously outlined.

I have to inform you that it is now the responsibility of the Local Authority Director to issue you with formal notice of redundancy within 14 days/by (date – *whichever is appropriate*) for implementation on (date).

(If the employee has 'volunteered' to be dismissed on grounds of redundancy, state at the start of this para. "As you have expressed a willingness to go, I am assuming that you will not wish to appeal against this decision. However, you should note that ..." then continue with the following paragraph). Any member of staff issued with notice of termination of service has the right to a formal appeal before *Governor(s)/PRU Management Committee member(s)* against dismissal and the deletion of their post. You will be given reasonable notice of the date and time for an appeal when you have been issued with notice of the termination of your service. Should you wish to take up the offer of an appeal you will have the right to be accompanied by a recognised Professional Association/Trade Union representative or by a work colleague.

In the meantime, as indicated previously, every effort will continue to be made to seek opportunities for redeployment and, therefore, avoid implementing redundancy. Similarly, should there be a change in circumstances at the *school/PRU* which may affect the staffing situation, you will be notified as soon as possible.

If you have not already done so, and you are a member of a Professional Association or Trade Union, you are recommended to contact your Local Representative, or otherwise continue to seek their support and guidance at this time.

Yours sincerely,

Headteacher

VOLUNTARY AIDED AND FOUNDATION SCHOOLS:

NOTIFICATION OF SELECTION AND NOTICE OF TERMINATION OF SERVICE ON THE GROUNDS OF REDUNDANCY FOR A MEMBER OF STAFF (A) UNSUCCESSFUL IN SECURING A POST IN A REORGANISATION OR (B) SELECTED FOR REDUNDANCY USING SELECTION CRITERIA

TO BE SENT TO MEMBERS OF THE TEACHING STAFF/SUPPORT STAFF/ALL STAFF, AS RELEVANT. ALSO TO BE SENT TO ALL PROFESSIONAL ASSOCIATION AND/OR SUPPORT STAFF TRADE UNION BRANCH OFFICIALS, AS APPROPRIATE. (COPY TO BE SENT TO RELEVANT LA DIRECTOR).

Dear

NOTIFICATION OF SELECTION AND NOTICE OF TERMINATION OF SERVICE ON THE GROUNDS OF REDUNDANCY

(A) UNSUCCESSFUL IN SECURING A POST IN A REORGANISATION

Further to your interview on (date) for the post of (title) it is with regret that I am now writing to confirm that you were unsuccessful.

(Depending upon the particular circumstances it may be appropriate here to include more detail relating to reasons, receiving feedback etc.).

The deletion of your currently existing post follows a decision to undertake a staffing reorganisation of the *(state area of post(s) affected by reorganisation)* in order to *(state reason(s) for reorganisation)*. I regret that you were not appointed to a post in the new structure but am satisfied that the procedures have been correctly applied throughout this process. In these circumstances, formal declaration of redundancy is now unavoidable.

Consequently, in accordance with Employment Protection legislation, this letter constitutes formal notice of the termination of your employment on the grounds of redundancy. Your employment at this School will cease, therefore, on (date).

OR

(B) SELECTED FOR REDUNDANCY USING SELECTION CRITERIA

It is with regret that, despite continued and ongoing efforts by the *School/PRU* management, it has not been possible to find a suitable alternative approach to resolve the difficulties previously outlined. Therefore, due to financial constraints and the necessity to make savings from within the *School's/PRU's* budget *(or state reason(s) as appropriate)*, formal declaration of redundancy is now unavoidable.

Consequently, in accordance with relevant Employment Protection legislation, this letter constitutes formal notice of the termination of your employment on the grounds of redundancy. Your employment as a *(post title)* at this *School/PRU* will cease, therefore, on *(date)*.

In selecting you for redundancy, the criteria for selection adopted were those recommended by the Local Authority (LA) as detailed in the attached list, and which were also made available to all staff at the beginning of this process. I am satisfied that the selection criteria have been properly and correctly applied in this case.

THEN ALL

(If the employee has 'volunteered' to be dismissed on grounds of redundancy, state at the start of this para. "As you have expressed a willingness to go, I am assuming that you will not wish to appeal against this decision. However, you should note that ..." then continue with the following paragraph). Any member of staff issued with notice of termination of service has the right to a formal appeal before Governor(s)/PRU Management Committee member(s) against dismissal and the deletion of their post. **Arrangements made for a Hearing, should you wish to submit an Appeal, are set out at the end of this letter.** *(Or, if the employee has 'volunteered', instead of the last sentence, state "Should you wish to submit an appeal, please contact me by no later than ... [State date]).*

Redundancy payments will be based upon those set out in the Authority's document for its maintained schools, "Terms of Severance in the Case of Redundancy: School-Based Staff" provided that you remain in the service of the Governors of this School up to and including (date). If you should leave before this date you will receive a redundancy payment (where there is entitlement to a payment) only in accordance with the statutory minimum as set out in the Statutory Redundancy Payments Scheme, except where such early release from your duties has been specifically agreed by the Governors. A copy of the Terms of Severance are attached.

It is important to draw your attention to the fact that not all staff will be entitled to financial compensation. Entitlements will depend upon certain conditions such as length of service and hours worked.

If the nature and length of your previous service makes you eligible for financial compensation, your estimated redundancy payment will be calculated in accordance with your entitlement up to (date) and will be made known to you as soon as possible. Please note that this will be an estimated payment based upon current pay projections and the true figure will be calculated as soon as possible after termination of your service, where redundancy cannot be avoided. The final figure will, in most cases, differ only marginally from that which will be given to you in the period between now and your last day of service.

(However, it is important for you to note that, in accordance with the Local Government Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999, as amended, all continuous service with Local Authorities and other employers listed in the Order counts for the purposes of entitlement to a redundancy payment. In these circumstances, if a potentially redundant employee employed by a Local Authority or other Modification Order employer is offered and accepts alternative employment by another employer covered by the Order **before** the date of redundancy and the new job starts within four weeks of the date of redundancy, continuity of service is preserved, there is no dismissal and no entitlement to a redundancy payment. Otherwise, During this notice period, the Governors, in liaison with the LA, will take all reasonable steps to identify the best means of ensuring that you have the opportunity to seek alternative employment either within the Enfield Education Service or elsewhere and to actively look for redeployment wherever possible. In addition, consideration will be given to any appropriate retraining opportunities, where these would aid redeployment and, generally, to consider any feasible steps to avoid redundancy, if possible.

Those employees under notice of redundancy and who qualify for a redundancy payment are also entitled to reasonable time off work to seek other employment or to arrange training.

If you have not already done so, and you are a member of a Professional Association or Trade Union, you are recommended to contact your Local Representative, or otherwise continue to seek their support and guidance at this time.

(The following arrangements for an Appeal Hearing should be left out if the employee has 'volunteered' for dismissal on the grounds of redundancy).

Arrangements have been made for an Appeal Hearing before a Panel of three Governors (or as appropriate) as follows:

Appeal Hearing to be held at/in (state venue)

On (state date) **At** (state time)

You have the right to be accompanied by:

- a local area or regional official of a Trade Union/Professional Association;
- a workplace Trade Union/Professional Association Representative, as long as they have been reasonably certified in writing by their union as having experience of, or having received training in, acting as an employee's companion at grievance hearings. Certification may take the form of a card or letter; or
- a work colleague.

The decision made by the Appeal Panel following the Hearing will be final.

You should inform me by no later than ... (state time) (on; also state contact details, as appropriate) if you intend to exercise your right of appeal and attend the Hearing established for this purpose. If I have not heard from you by the date and time given above, the Appeal Hearing will not take place and your redundancy will proceed as set out in this letter.

Yours sincerely,
Headteacher

ALL SCHOOLS/PRUs:

CONFIRMATION OF NON-RENEWAL OF FIXED-TERM CONTRACT

TO BE SENT TO RELEVANT MEMBER(S) OF STAFF AND THEIR PROFESSIONAL ASSOCIATION/TRADE UNION REPRESENTATIVE (AND LOCAL BRANCH OFFICIAL, IF DIFFERENT). ALSO TO BE SENT TO ALL PROFESSIONAL ASSOCIATION AND/OR SUPPORT STAFF TRADE UNION BRANCH OFFICIALS FOR THE RELEVANT STAFF GROUP. (COPY TO BE SENT TO THE RELEVANT LA DIRECTOR).

Dear

CONFIRMATION OF NON-RENEWAL OF FIXED TERM CONTRACT

I refer to my letter of (date) regarding possible redundancy.

I very much regret that despite continued efforts within the *School/PRU*, it has not been possible to find an alternative approach to resolve the difficulties previously outlined to you. Therefore, due to.....(*state reason(s) for non-renewal of contract*) it will not be possible to maintain the post that you currently occupy.

In these circumstances, I am writing to confirm that I am unable to offer you any further work on the expiry of your fixed term contract. Your employment at this school will cease, therefore, on (date) as indicated on your contract statement.

Any member of staff whose service is terminated has the right to a formal appeal before *Governor(s)/PRU Management Committee member(s)* against dismissal and the deletion of their post. **Arrangements made for a Hearing, should you wish to submit an Appeal, are set out at the end of this letter.**

(If the employee is entitled to financial compensation and other service rights , i.e. they have 2 or more years' continuous service, either as a result of service at the school/PRU or other relevant service prior to employment at the school/PRU, the following three paragraphs should be included. Otherwise, go directly to the paragraph starting "During the period of time between now and.....").

The length and nature of your previous service does mean that you are eligible for financial compensation in the event of redundancy. Payment of the amount due to you, which will be based on the Authority's Terms of Severance for its maintained schools, will be made by the London Borough of Enfield's Payroll and Pension Services (*or state details of Payroll provider, if different*) as soon as possible after termination of your service. A copy of the Local Authority's Terms of Severance are attached.

(However, it is important you note that, in accordance with the Local Government Redundancy Payments (Continuity of Employment in Local Government etc) (Modification) Order 1999, as amended, all continuous service with Local Authorities and other employers listed in the Order counts for the purposes of entitlement to a redundancy payment. In these circumstances, if a potentially redundant employee employed by a Local Authority or other Modification Order employer is offered and accepts alternative employment by another employer covered by the Order **before** the date of redundancy and the new job starts within four weeks of the date of redundancy, continuity of service is preserved, there is no dismissal and no entitlement to a redundancy payment. Otherwise, entitlement to a payment will stand).

Those employees whose service is terminated and who qualify for a redundancy payment are also entitled to reasonable time off work to seek other employment or to arrange

training. Consideration will also be given to any appropriate retraining opportunities, where these would aid redeployment and, generally, to consider any feasible steps to avoid redundancy, if possible.

During the period of time between now and the end of your employment, the *Governors/PRU Management Committee members*, in liaison with the LA, will take all reasonable steps to identify the best means of ensuring that you have the opportunity to seek alternative employment either within the Enfield Education Service or elsewhere and to actively look for redeployment wherever possible.

If you have not already done so, and you are a member of a Professional Association or Trade Union, you are recommended to contact your Local Representative, or otherwise continue to seek their support and guidance at this time.

Arrangements have been made for an Appeal Hearing before a Panel of three Governors/PRU Management Committee members (or as appropriate) as follows:

Appeal Hearing to be held at/in (state venue)

On (state date) At (state time)

You have the right to be accompanied by:

- a local area or regional official of a Trade Union/Professional Association;
- a workplace Trade Union/Professional Association Representative, as long as they have been reasonably certified in writing by their union as having experience of, or having received training in, acting as an employee's companion at grievance hearings. Certification may take the form of a card or letter; or
- a work colleague.

The decision made by the Appeal Panel following the Hearing will be final.

You should inform me by no later than ... (state time) (on; also state contact details, as appropriate) if you intend to exercise your right of appeal and attend the Hearing established for this purpose. If I have not heard from you by the date and time given above, the Appeal Hearing will not take place and your redundancy will proceed as set out in this letter.

Yours sincerely,

Headteacher

**OUTCOME OF APPEAL HEARING FOLLOWING
DELETION OF POST AND DISMISSAL ON THE GROUNDS OF REDUNDANCY (as a
result of member of staff either being unsuccessful at interview during a
reorganisation process or being selected for redundancy using criteria)**

(Note: This letter assumes that the individual's appeal has been unsuccessful and will, therefore, need to be amended should it have been successful. If the latter is the case, the letter will need to confirm the outcome and state the reason(s) for the reversal of the decision. A further letter will then also need to be sent to the staff, Unions and the LA explaining the situation and the way forward and/or stating that the process will need to recommence [as approp]).

TO BE SENT TO RELEVANT MEMBER(S) OF STAFF AND TO THEIR PROFESSIONAL ASSOCIATION/TRADE UNION REPRESENTATIVE (AND LOCAL BRANCH OFFICIAL IF DIFFERENT]. (COPY ALSO TO BE SENT TO THE RELEVANT LA DIRECTOR)

Dear

I write to confirm the outcome of the hearing held before a *Panel of Governors/PRU Management Committee* members on (date), at which you appealed against the deletion of your post and consequent dismissal on the grounds of redundancy.

The Panel has now had time to consider your case again, in the light of representations made at the hearing, taking into account the particular circumstances involved.

I regret to inform you that the Appeals Panel is unable to change the original decision in deleting your post and dismissal on (date). The Panel is satisfied that the procedures have been followed according to the guidelines and procedure in the school's/PRU's document 'Redundancy, Redeployment and Reorganisation of School/PRU-Based Staff'.

In reaching its decision the Panel came to the following conclusions.

(A response to specific points raised by the employee or their Union Representative at the Hearing and that would have been taken into account by the Panel when reconsidering the original decision may also be included here, or as appropriate).

The decision of the Appeals Panel is final. In these circumstances, it is with regret that I must now confirm that the termination of your service on the grounds of redundancy will proceed as set out in the letter to you dated (date of letter issued to terminate service on the grounds of redundancy).

I am very sorry that it has not been possible to find an alternative solution to avoid a redundancy situation. I would like to take this opportunity to thank you for your services to the school/PRU over the past years/months (as appropriate). I do hope you will be successful in securing suitable employment in the near future.

Yours sincerely,

Chair of Appeal Panel
On behalf of the Governing Body

POSSIBLE REDUNDANCY SITUATION - WITHDRAWN

LETTER TO STAFF WHERE IT BECOMES EVIDENT, AT ANY STAGE IN THE PROCESS, THAT THE REDUNDANCY SITUATION HAS BEEN RESOLVED/NO LONGER EXISTS. ALSO TO BE SENT TO ALL LOCAL PROFESSIONAL ASSOCIATION/TRADE UNION BRANCH OFFICIALS FOR THE RELEVANT STAFF GROUP(S). (COPY TO THE RELEVANT LA DIRECTOR)

(NB. This letter may need amendment in certain circumstances, e.g. it can be personalised if it affects only one or two individuals, or amended appropriately where some staff are now leaving anyway on or before the date on which redundancies would have been effective, or where there are any staff on a fixed term contract which is due to come to an end for a different reason)

Dear

POSSIBLE REDUNDANCY SITUATION - WITHDRAWN

I refer to my letter of(date) concerning the possibility of a redundancy situation at the school/PRU, which was due to take effect on (state date on which any redundancy(ies) would have been effective).

I am pleased to be able to inform you that, as a result of recent, new developments, it will not longer be necessary to proceed with implementing any redundancies on the above date. The reason(s) for this change in circumstances..... (include here a short explanation of the changed circumstances).

In view of the above, the purpose of this letter is to confirm that the letter issuing you with *early warning of possible redundancy (or state appropriate letter/correspondence last issued. Note, however, that once formal notice of redundancy has been issued, it is legally binding and cannot be unilaterally withdrawn by the employer. See end of Section B on Page 40 of the main body of this document for further information)* on(date) is hereby rescinded.

I apologise for the fact that it was necessary to initiate a redundancy process. However, in order to meet legal requirements in this area, particularly in relation to the timescales involved, this was unavoidable. I very much regret the distress that the uncertainty of the situation will have caused the staff during the pastweeks/months (as appropriate).

If you have any remaining concerns about the matter, or if you have any specific questions or wish to discuss the matter further, please do not hesitate to contact me.

Yours sincerely,

Headteacher/Chair of Governors/PRU Management Committee (or as appropriate)

**APPOINTMENT OF STAFF TO THE NEW STRUCTURE IN A REORGANISATION:
ASSIMILATION TO POST**

LETTER FOR USE WHERE IT IS POSSIBLE TO ASSIMILATE A MEMBER OF STAFF TO A POST IN THE NEW STRUCTURE.

ALSO TO BE SENT TO THE INDIVIDUAL'S PROFESSIONAL ASSOCIATION /TRADE UNION REPRESENTATIVE [AND LOCAL BRANCH OFFICIAL, IF DIFFERENT]. (COPY TO THE RELEVANT LA DIRECTOR).

Dear

**REORGANISATION OF THE STAFFING STRUCTURE:
ASSIMILATION TO POST**

I refer to my earlier *correspondence and discussions (or state details/dates as appropriate)* relating to a proposed reorganisation of the staffing structure.

Following the end of the consultation period, it has been decided that implementation of the new structure will proceed as originally proposed *(or otherwise give details if any changes have been made to the structure as a result of consultation)*. In these circumstances, recruitment to posts in the new structure will now take place.

In accordance with the assimilation arrangements that form part of this process, the details of which have previously been *discussed with/made available to you (as appropriate)*, I am writing to inform you that it is possible for you to be assimilated to a post in the new structure. The details are as follows:

Current Post	Post Assimilated To
<i>Post title</i>	<i>Post title</i>
<i>Grade/Scale/Pay Range and Any Additional Payment details (e.g. TLR), as appropriate</i>	<i>Grade/Scale/Pay Range and Any Additional Payment details (e.g. TLR), as appropriate</i>
<i>Full Time or Part Time (and/or hours per week/weeks per year etc as appropriate)</i>	<i>Full Time or Part Time (and/or hours per week/weeks per year etc as appropriate)</i>
	Effective Date of Assimilation to New Post: (state date)

(Then include the following sentence, as relevant to support staff posts). You should note that a probation and assessment period will not apply in relation to the new post.

I hope you consider that this assimilation is appropriate in your case. However, if you disagree and are not satisfied with assimilation to the post identified, you should contact me **by no later than ... (time) on ... (date)** to make arrangements to discuss the matter further.

If I have not heard from you by the above time and date, I will assume that you are satisfied and accepting of the position. I will then make the necessary arrangements for you to be issued with a formal letter/Statement of Employment Particulars *(as appropriate)* relating to the new appointment, as detailed above.

If you have any particular queries at this time, please do not hesitate to contact me.

Yours sincerely,
Headteacher

**APPOINTMENT OF STAFF TO THE NEW STRUCTURE IN A REORGANISATION:
OFFER OF APPOINTMENT (POST LIKELY TO BE CONSIDERED SUITABLE)**

FOR USE IN RELATION TO A MEMBER OF STAFF OFFERED A POST IN THE NEW STRUCTURE – LIKELY TO BE CONSIDERED AS A SUITABLE ALTERNATIVE (e.g. it is a similar post or is a post at a higher level, etc).

ALSO TO BE SENT TO THE INDIVIDUAL'S PROFESSIONAL ASSOCIATION /TRADE UNION REPRESENTATIVE [AND LOCAL BRANCH OFFICIAL, IF DIFFERENT]. (COPY TO THE RELEVANT LA DIRECTOR).

Dear

OFFER OF NEW APPOINTMENT AS (Post title)

Following your recent interview/our recent discussion (*as appropriate*), I have pleasure in stating our intention of offering you the appointment of (*post, grade, hours per week/weeks per year etc, as appropriate*) at School/PRU from (*effective date of new appointment*).

(If appropriate, insert the following sentence). All your other terms and conditions of employment as at the above date will remain unchanged. (NB. In some situations, other terms and conditions may vary as well as those above, for example, in the case of a Classroom Teacher offered a post on the Leadership Group Pay Range or as a Leading Practitioner. In this situation directed hours (for example) will no longer apply. You are, therefore, advised to seek advice from SPS in relation to changes in terms and conditions of service and appropriate wording).

(Then include the following sentence, as relevant, to support staff posts). You should note that a probation and assessment period of 21 weeks will/will not (as appropriate) apply in relation to the new post.

I hope you consider this offer of appointment to be appropriate in your case. However, if you are not satisfied, you should contact me **by no later than ... (time) on ... (date)** to make arrangements to discuss the matter further.

If I have not heard from you by the above time and date, I will assume that you are satisfied and accepting of the position. I will then make the necessary arrangements for you to be issued with a formal letter/Statement of Employment Particulars (*as appropriate*) relating to the new post, as detailed above. (*Then, if applicable, also add the following sentence*). I will also ensure that the appropriate adjustment is made to your salary with effect from the date of your new appointment, as stated above.

If you have any particular queries relating to the new post or the contents of this letter, please do not hesitate to contact me.

Yours sincerely,

Headteacher

**APPOINTMENT OF STAFF TO THE NEW STRUCTURE IN A REORGANISATION:
OFFER OF APPOINTMENT (POST LESS LIKELY TO BE CONSIDERED SUITABLE)**

FOR USE IN RELATION TO A MEMBER OF STAFF OFFERED A POST IN THE NEW STRUCTURE – LESS LIKELY TO BE CONSIDERED AS A SUITABLE ALTERNATIVE (e.g. it is at a lower grade, is fixed term, etc).

ALSO TO BE SENT TO THE INDIVIDUAL'S PROFESSIONAL ASSOCIATION /TRADE UNION REPRESENTATIVE [AND LOCAL BRANCH OFFICIAL, IF DIFFERENT]. (COPY TO THE RELEVANT LA DIRECTOR).

Dear

**OFFER OF NEW (FIXED TERM, *State if appropriate*) APPOINTMENT AS
..... (*Post title*)**

Following your recent interview/our recent discussion (*as appropriate*), I have pleasure in stating our intention of offering you the appointment of (*post, grade/scale/range, hours per week/weeks per year etc, as appropriate*) at School/PRU from(*effective date of new appointment; also state details if fixed term*).

(If the post is for a fixed term only, insert the following paragraph.)

The offer is for a fixed term only as it is for (*state reasons, circumstances etc*). In these circumstances, the employment contract will terminate automatically without notice in the event of/on (*state circumstances or date, as appropriate*).

(If the post is at a lower grade/scale and any time limited salary protection arrangements apply, these should be stated here as a separate paragraph. You are advised to seek advice from SPS in relation to these arrangements and appropriate wording).

(Then include the following sentence, as relevant, to support staff posts). You should note that a probation and assessment period of 21 weeks will/will not (as appropriate) apply in relation to the new post. (Note that the probation and assessment period will not normally apply if the employee successfully undertakes a trial period and, in these circumstances, this para. should be amended accordingly. See also paras. below relating to a trial period).

All other terms and conditions of employment will be the same as those that apply in your current post which will be deleted on(*date*). (NB. *In some situations, other terms and conditions may vary as well as those above, for example, in the case of a teacher on the Leadership Group Pay Range who is offered a post as a Classroom Teacher. In this situation, directed hours (for example) which do not apply to Leadership Group members, will now apply. You are, therefore, advised to seek advice from SPS in relation to changes in terms and conditions of service and appropriate wording*).

I believe that this is an offer of suitable alternative employment which will avoid the need for compulsory redundancy (ies) resulting from (*state reason(s), e.g budgetary difficulties*), as set out in my letter of(*date*).

(If the post is subject to a trial period, insert the following three paras.)

However, in view of the particular requirements of this post (*or as applicable, reason[s] for a trial period*), a trial period will apply. The purpose of the trial period is for both the school/PRU, and you as employee, to assess your suitability for the role.

The offer of this post is, therefore, dependent upon the overriding condition that you satisfactorily complete a trial period of four weeks (*or as appropriate*). The trial period will commence on (*date*) and end on (*date*) with an interim review of progress on (*date*).

In connection with the trial period, you should note the following:

- If both parties find the job role suitable and reasonable, you will simply continue in the role and will be considered to have accepted this instead of being made redundant.
- If either party does not find the job role suitable and/or reasonable, then you will normally be treated as having been dismissed as redundant when the original contract came to an end. This means that you will receive any originally determined redundancy pay that may have been due at that time.
- If you either unreasonably refuse a trial period, or you trial the role but then reject it for a reason unrelated to how suitable or reasonable the role is, you may no longer be eligible for a redundancy payment.

(*And, where the trial period applies to a member of the support staff, the following sentence should also be inserted. Where you successfully complete a trial period and continue in the new role, the normal probation and assessment period of 21 weeks will not apply*).

If you wish to accept the offer, as stated above, please complete FORM A attached and return it to me BY NO LATER THAN.....(date).

Completion of FORM A will indicate to me that you are satisfied with the offer and accepting of the position. I will then make the necessary arrangements for you to be issued with a formal letter/Statement of Employment Particulars (*as appropriate*) relating to the new post, as detailed above. (*Then, if applicable, also add the following sentence*). The appropriate adjustment will be made to your salary from the effective date of the new appointment, as stated above.

However, if you are not satisfied and do not wish to accept the offer, you should complete Form B attached and return it to me BY NO LATER THAN.....(date).

You should be aware that **Completion of FORM B** *may/will (as appropriate)* now result in you being issued with formal notice of the termination of your service on the grounds of redundancy (*if there are no other suitable alternative positions available, as appropriate*). Any member of staff issued with notice of termination of service has the right to a formal appeal before *Governor(s)/PRU Management Committee member(s)* against dismissal and the deletion of their post. Where this is the case, you will be given reasonable notice of the date and time for an appeal. If you were to take up the offer of an appeal at that stage, you would have the right to be accompanied by a recognised Professional Association/Trade Union representative or by a work colleague.

I look forward to receiving **EITHER FORM A OR FORM B** from you.

In the meantime, if you have any particular queries or concerns about the contents of this letter, or if you need further clarification, please do not hesitate to contact me.

Yours sincerely,

Headteacher

FORM A

OFFER OF NEW (FIXED TERM, *state if appropriate*) APPOINTMENT

AS.....(*Post title*)

ON.....(*Grade/scale/range, hours per week/weeks per year etc, as approp*)

ATSCHOOL/PRU

I WISH TO ACCEPT THE OFFER of the above appointment from(*date*), as set out in the letter sent to me dated(*date*).

I understand that:

(If the post is for a fixed term only, insert the following paragraph)

- The offer is for a fixed term only as it is for (*state reason(s), circumstances etc.*). *In these circumstances, the employment contract will terminate automatically without notice in the event of/on (state circumstances or date, as appropriate).*

(If the post is at a lower grade/scale, insert the following paragraph)

- The post is at (*state grade, scale etc as appropriate*). (*Then, if applicable, add the following sentence*). I also understand the time limited salary protection arrangements set out in the letter previously sent to me, dated (*date*).

(Then include the following sentence, as relevant, to support staff posts).

- A probation and assessment period of 21 weeks *will/will not (as appropriate)* apply in relation to the new post. (*Note that the probation and assessment period will not normally apply if the employee successfully undertakes a trial period and, in these circumstances, this para. should be amended accordingly. See also para. below relating to a trial period if applicable*).

(Then include the following sentence relating to a trial period, if relevant to the post).

- The offer of this post is subject to the overriding condition that I first satisfactorily complete a four week (*or as appropriate*) trial period, the terms and conditions of which are as detailed in the main body of this letter.
- The necessary arrangements will be made for me to be issued with a formal letter/Statement of Employment Particulars (*as appropriate*) relating to the new post, as detailed above. (*Then, if applicable, also add the following sentence*). The appropriate adjustment will be made to my salary from the effective date of the new appointment, as stated above.

NAME (BLOCK CAPS)

Signed

Date

Please return this form to: (*State details*)

BY NO LATER THAN(DATE)

FORM B

OFFER OF NEW (FIXED TERM, *state if appropriate*) APPOINTMENT

AS.....(*Post title*)

ON.....(*Grade/scale/range, hours per week/weeks per year etc, as approp*)

ATSCHOOL/PRU

I DO NOT WISH TO ACCEPT THE OFFER of the above appointment from
(*date*), as set out in the letter sent to me dated(*date*).

I understand that completion of FORM B *may/will (as appropriate)* now result in me being issued with formal notice of the termination of my service on the grounds of redundancy (*if there are no other suitable alternative positions available, as appropriate*). I am also aware that any member of staff issued with notice of termination of service has the right to a formal appeal before *Governor(s)/PRU Management Committee member(s)* against dismissal and the deletion of their post and that, where this is the case, I will be given reasonable notice of the date and time for an appeal. I will have the right to be accompanied by a recognised Professional Association/Trade Union representative or by a work colleague.

NAME (BLOCK CAPS).....

Signed

Date

Please return this form to: (*State details*)

BY NO LATER THAN(DATE)

APPOINTMENT OF STAFF TO THE NEW STRUCTURE IN A REORGANISATION:

**CONFIRMATION OF CONTINUATION OF EMPLOYMENT IN SAME/SIMILAR POST
FOLLOWING RING-FENCED INTERVIEW**

FOR USE IN RELATION TO MEMBER OF STAFF SUCCESSFUL AT RING-FENCED INTERVIEWS HELD FOR THE PURPOSE OF REDUCING THE CURRENT NUMBER OF SIMILAR POSTS.

ALSO TO BE SENT TO THE INDIVIDUAL'S PROFESSIONAL ASSOCIATION /TRADE UNION REPRESENTATIVE [AND LOCAL BRANCH OFFICIAL, IF DIFFERENT]. (COPY TO THE RELEVANT LA DIRECTOR).

Dear

OUTCOME OF INTERVIEW FOR THE POST OF (Post title, grade/scale/range etc, as appropriate):

I refer to your interview for the above post, held on (date).

I am very pleased to be in a position to inform you that you have been successful.

In view of your success, I can now confirm that you will be able to continue in employment at the *School/PRU* as (state details of post, as appropriate) with effect from(date, as appropriate). (This will be the day after any redundancies are due to be implemented). All your terms and conditions of employment as at that date remain unchanged.

If you have any particular queries or concerns about the contents of this letter, please do not hesitate to contact me.

Yours sincerely

Headteacher

(90)

SPS
Schools' Personnel Service

6,000