



# CHATHAM & CLARENDON GRAMMAR SCHOOL

## Redundancy Procedure

**Agreed by the Board: 22 May 2012  
Revised May 2016 and May 2025**

### **1. Adoption of the Procedure**

Following local consultation with Employees and Trade Unions / Professional Associations, this procedure was adopted by the Governing Body of The Chatham & Clarendon Grammar School on 22 May 2012 and supersedes any previous redundancy procedure. The procedure was revised last in May 2025.

### **2. Purpose**

It is the aim of the School to maintain secure employment for all employees by implementing good business practice and workforce planning.

However, in certain circumstances the need to make changes to our workforce may be unavoidable and a potential redundancy situation may arise. This procedure explains how the School will manage redundancy situations in a fair and consistent manner.

### **3. Scope of this Procedure**

This procedure applies to all employees of The Chatham & Clarendon Grammar School

### **4. Union Recognition**

The School recognises the following trade unions/ professional associations:

- ASCL
- ATL
- GMB
- NAHT
- NASUWT
- NEU
- Unison
- Unite
- Voice

The School undertakes to provide reasonable opportunities for consultation with representatives of these Unions during any potential redundancy process.

The School also undertakes to facilitate reasonable opportunities for employees to meet with their representatives during the redundancy process.

## **5. Relevant Legislation**

- Employment Rights Act 1996
- Equality Act 2010
- Redundancy Payments Continuity of Employment in Local Government (Modification) Order 1999
- Trade Union and Labour Relations (consolidation) Act 1992 as amended by Section 34 of the Trade Union Reform and Employment Rights Act 1993 and the Collective Redundancy and Transfer of Undertakings (protection of employment) Regulations 1995 and 1999.

## **6. Definition of a Redundancy Situation**

Redundancy is a potentially fair reason for dismissal.

A dismissal by reason of redundancy may occur when:

- 'The employer ceases or intends to cease, to carry on the business for the purposes of which the employee was employed or intends to cease, to carry on the business in the place where the employee was so employed'
- 'The requirements of that business for employees to carry out work of a particular kind, or for employees to carry out work of a particular kind in the place where the employee was so employed have ceased or diminished or are expected to cease or diminish'

*Section 139 (1) Employment Rights Act 1996*

## **7. Redundancy Appeals Panel**

The application of the School's redundancy procedure will be managed by members of the school's Senior leadership Team.

Appeals will be heard by a panel of 3 Governors who have not previously been involved in the process, plus the Chair of the Redundancy Committee and/or the Headteacher.

## **8. Timescales for the Process**

Indicative timescales for the process are set out at Appendix 1.

## **9. Right to Representation**

Employees are entitled to be accompanied by a workplace colleague or trade union representative at any formal meeting connected with the redundancy process.

## **10. Unit of Selection/Selection Pool**

When a redundancy situation arises the School will use objective criteria to establish at the outset those employees who will be in the unit of selection.

Consideration will be given to 'bumped' redundancies where appropriate. A bumped redundancy is where a volunteer for redundancy not in the initial pool is accepted and someone who would otherwise be made redundant moves to the post of the volunteer.

## **11. Avoidance Measures**

Where a potential redundancy situation arises, the School will in the first instance consider any avoidance measures including:

- Non recruitment to vacant posts
- Cessation of temporary / fixed term contracts, where this is lawful and fair
- Restructuring
- Early retirement (within the provisions of the Teacher's Pension and Local Government Pension Scheme)
- Reduction in overtime or additional hours

Additionally the School will explore all non staff cost saving measures.

## **12. Request for Volunteers**

To prevent compulsory redundancies, applications for voluntary redundancy will be considered. The School reserves the right to decline volunteers in circumstances where this may be detrimental to the business needs of the School.

## **13. Selection Criteria**

If, having taken the above steps, the number of employees in a certain area of work or job role still exceeds the requirements, the School will establish a suitable objective and fair method for selecting employees whose jobs will be made redundant. This proposed method will be shared with employees during consultation.

Selection criteria may include:

- Curriculum, Pastoral and organisational needs of the School
- Standard core competences
- Job specific competences and specialist skills
- Attendance records (excluding absences relating to pregnancy and disability, hospitalization, serious illness and injury)
- Disciplinary records (unexpired disciplinary warnings only)
- Performance management records and achievement of objectives

- Relevant Qualifications
- Evidence of contribution to the wider school community is unlikely to be used as a criterion but if the panel decide to include this, employees will be given the opportunity to explain any mitigating circumstances which prevented participation in extra-curricular activities and this will be taken into consideration by the panel.

The precise selection criteria may vary dependent on the selection pool.

The School will ensure that the selection criteria are fairly applied and objectively scored for all candidates within the pool.

Selection criteria will be assessed via an audit.

Where there is a single employee in the selection pool it will not be necessary to undertake a selection process.

## 14. Consultation

As soon as it is possible the School will convene a formal consultation meeting about the proposed redundancies with those staff who are potentially within the selection pool and their Professional Associations / Union representatives.

During the consultation meeting the following will be discussed:

- Reasons for the proposals
- Numbers and roles it is proposed to make redundant
- The selection pool
- The proposed method of selection and scoring
- Timescales for the process
- Members of the redundancy selection panel
- The method of calculating redundancy payments
- Other options for consideration and ways in which compulsory redundancies may be avoided – including inviting volunteers
- Arrangements for Individual consultation meetings
- Invitation for comment from employees

At the close of the meeting the above information will be shared in writing with employees and their representatives. Particular attention should be paid to ensuring information is shared with employees who may not have been able to attend the initial meeting due to absence or maternity leave.

Where it is proposed that more than 20 employees will be made redundant in a period of 90 working days or less, the School will follow the Statutory Consultation process and timescales as required in the Trade Union and Labour Relations Act 1992 as set out in the table below:

Employees to be dismissed at the establishment over a 90 day period	Minimum Consultation period before the first dismissal takes effect
20-99 employees	30 working days

More than 100 employees	90 working days
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## 15. Timescales for Consultation

Following the Formal Consultation meeting there will be a period of 15 working days consultation period during which time employees and their representatives are invited to make written comments about the proposals to the School. At the end of the consultation period the School will consider any comments made and respond in writing as appropriate.

## 16. Individual Consultation

During the period of Formal Consultation, employees in the selection pool will be given the opportunity to meet on a 1:1 basis with a member of the School Leadership team to discuss:

- The implications of the proposals for the individual
- The proposed method of selection and scoring
- Timescales
- Employees views on the proposals and any comments/ alternative considerations they wish to raise
- Suitable Alternative employment opportunities
- Expression of interest for voluntary redundancy

The School will consider any comments made during individual consultation and respond in writing as appropriate.

A trade union representative or workplace colleague may be present at this meeting.

## 17. At Risk Notification

At the end of the Formal Consultation Period, and should no alternatives to redundancy have been identified, employees will be notified in writing that they are formally 'at risk' of redundancy and advised of the details of the redundancy selection process.

## 18. Notification of Selection & Dismissal / Representation Meeting

Employees will be notified in writing whether they have been selected for redundancy.

Employees will be invited in writing to attend a dismissal/representation meeting with members of the Senior Leadership team to discuss the outcome of the selection process and, if selected, the reason for their selection which will be given in writing within 48 hours of the meeting.

Representations should be made within 10 working days of notification of selection for redundancy. Representations should be made to Redundancy Appeals panel. Representations will be heard within 20 working days of notification of redundancy and employees will be advised of the outcome within 5 working days of the hearing.

The employee will have the opportunity to make representations to this meeting about

the reasons they were selected.

A trade union representative or workplace colleague may be present at this meeting. The meeting may be postponed for up to 5 working days if the Trade Union representative or workplace colleague cannot attend.

## 19. Notice Entitlement

Employees will receive written notice of their dismissal by reason of redundancy, once they have been advised of the outcome of the Representation / Dismissal meeting.

Notice will be the greater of contractual or statutory entitlement, up to a maximum of 12 weeks as determined by qualifying continuous service under the terms of the Local Government Modification Order.

In the case of teachers, notice will be issued with due regard to the contractual provisions set out in the Burgundy Book namely

For redundancies at the end of the summer term	3 months notice expiring 31 <sup>st</sup> August
For redundancies at the end of the Autumn term	2 months notice expiring 31 <sup>st</sup> December
For redundancies at the end of the Spring term	2 months notice expiring 30 <sup>th</sup> April

The School reserves the right in certain circumstances to offer, by mutual agreement, a period of paid garden leave pending the expiry of an employees' notice period.

## 20. Appeals

Employees may appeal within 5 working days of receiving written notice to terminate their employment by reason of redundancy. Appeals should be made to Appeals Committee.

Appeals will be heard within 10 working days of receipt and employees will be advised of the outcome in writing within 5 working days of this hearing.

A trade union representative or workplace colleague may be present at this meeting. The meeting may be postponed for up to 5 working days if the Trade Union representative or workplace colleague cannot attend.

## 21. Suitable Alternative Employment

The School will take reasonable steps to identify suitable alternative employment for employees under notice of redundancy. Any offers of alternative employment will be made in writing, including a full statement of the terms and conditions offered.

Employees who unreasonably refuse an offer of suitable alternative employment made with comparable terms and conditions may lose their entitlement to redundancy pay. It will be for the employee to demonstrate to the redundancy panel the reason why an

alternative offer made by the School is not reasonable and suitable.

## **22. Trial Periods**

Where an employee is under notice of redundancy, any offer of alternative employment within the School will be subject to a 4 week statutory trial period where the provisions of the new contract differ from those of the current contract.

If either party decides within the trial period that the new job is not suitable, the employment will terminate by reason of redundancy and the redundancy payment and original date of redundancy will be preserved.

The trial period may be extended beyond the initial 4 weeks by mutual written agreement.

## **23. Time Off to look for Alternative Work**

All employees under notice of redundancy have the right to take a reasonable amount of time off work to look for another job, attend an interview or to arrange training. In granting time off consideration will be given to the business needs of the School. (It is not expected that time off would exceed 2 paid days per week).

## **24. Maternity Leave and Redundancy**

An employee on maternity leave and 'at risk' of redundancy will have a statutory automatic right to be offered suitable alternative work if available ahead of any other at risk employees

## **25. Outstanding Leave**

Employees should be advised of any outstanding leave. This should be taken during the notice period wherever possible. In the event that this is not possible, payment will be made in lieu of any outstanding leave.

## **26. Calculating Redundancy Payments**

Redundancy payments will be calculated in accordance with the formula laid down in statute. There is however an additional rule which applies to Local Government employees.

Under the terms of the Local Government Modification Order, the School will recognise prior continuous service with bodies covered by the order.

The amount of redundancy payment will be determined by the employee's age and length of service as set out in Appendix 2. The employee will be entitled to receive:

- half a week's pay for each year of employment in which the employee was aged 21 or under;
- one week's pay for each year of employment in which the employee was

- aged between 22 and 40; and
- one and a half weeks' pay for each year of employment in which the employee was aged 41 or over.

Service before the age of 18 years will not count. There is no age limit on statutory redundancy payments

The maximum number of years of employment that can be taken into account is 20.

Weeks pay will be based on the actual weekly pay of the employee.

Where an employee with 2 or more posts is made redundant from one post, service for redundancy calculation purposes will be based on the service accrued on this contract only and the current hours that are worked.

Employees will receive a written estimate of redundancy monies payable. The redundancy payment will be based upon the contractual circumstances of the employee at the date redundancy notice is issued.

The cost of any redundancy payments will be met by the School under the terms of their Funding Agreement.

## **27. Deductions from Redundancy Payments**

Redundancy payments of less than £30,000 are free from normal payroll deductions. Any sums in excess of £30,000 are subject to normal payroll deductions and will be made via the School payroll.

## **28. Securing Alternative Employment and Modification Order**

Employees will not normally be entitled to a redundancy payment if they are offered before their date of redundancy, alternative employment with an employer covered by the Local Government Modifications Order, to commence within 4 weeks of the date of redundancy.

Where an offer of alternative employment is made, the start date of this employment should not be artificially delayed to facilitate a 4 week break. Where this does occur, the School reserves the right to withhold redundancy payment.

Details of those bodies covered by the Modification Order is available at <http://www.lge.gov.uk/lge/core/page.do?pageld=119733>

Should an employee decide to leave the school's employment prior to the expiry of their notice period this will be regarded as a resignation.

## **29. Release of LGPS**

Employees aged 55+ at the date of redundancy are entitled under the terms of the Local Government Pension Scheme to the immediate release of their local government pension

The cost of the early release of LGPS pensions will be met by the School.

## Appendix 1: Indicative Redundancy Timeline

ACTIVITY / PURPOSE		DATE
1	<b>Board meets to consider</b> <ul style="list-style-type: none"> <li>Situation and all information presented by the Principal after discussions with relevant advisers.</li> <li>Where Board decides there is no alternative, instruct the Principal to commence Early Consultation</li> <li>Board appoints Redundancy and Appeals Panels with full delegated authority to manage the process on behalf of the Board.</li> </ul>	At least 10 school working days notice to be given of Early Consultation Meeting.
2	<b>Early Consultation meeting with Trade Union representatives and staff.</b> (offer estimates to potential volunteers)	Allow one week to respond
3	<b>Redundancy Panel meets with Principal and Schools Personnel Service</b> <ul style="list-style-type: none"> <li>Considers situation and information received from Early Consultation meeting.</li> <li>Decides that Redundancy procedure should be invoked (formal consultation)</li> <li>Agrees:               <ol style="list-style-type: none"> <li>timetable for process</li> <li>number and type of employees likely to be affected</li> <li>selection criteria/job descriptions</li> <li>audit/selection process</li> <li>contents of Section 188 letter to unions.</li> </ol> </li> </ul> Arrange date of next meeting (allowing 15 school working days for unions to respond to section 188 letter)	Redundancy Panel meets on next available date after responses
4	<b>Formal Consultation Meeting with Employees and Trade Union / Professional Associations</b> Proposals Explained & Consultation Documents Shared	
5	<b>Formal Consultation Period / S188</b> <ul style="list-style-type: none"> <li>Staff meetings to ask for volunteers (interest to be expressed in writing for next meeting of the Redundancy Panel.</li> <li>Individual Consultation Meetings held</li> <li></li> </ul>	15 working days
6	<b>End of Formal Consultation</b> School considers responses to consultation	15 days after formal consultation meeting
7	<b>Redundancy Panel meets to consider</b> <ul style="list-style-type: none"> <li>Response from Trade Unions</li> </ul>	Panel to meet on day 16 after end of Formal Consultation.

	<ul style="list-style-type: none"> <li>• Volunteers for redundancy and accept if possible.</li> <li>• Agree selection/interview process</li> <li>• Issues "at risk" letters together with Audits/JD/Application Forms for posts in new structure if applicable</li> </ul>	
8	<b>At risk letters sent</b> Employees notified of redundancy selection process	At Risk Letter to be issued the day following the panel meeting
9	<b>Selection</b> <ul style="list-style-type: none"> <li>• Audits to be returned by</li> <li>• Selection Meeting</li> </ul>	Audits to be returned within one working week of receiving the "at risk" letter  Meet as soon as possible after audits returned
10	<b>Notification of outcome</b> <ul style="list-style-type: none"> <li>• Employees advised of right to representation &amp; appeal</li> </ul>	
11	<b>Representation Meeting</b> <ul style="list-style-type: none"> <li>• Representations to made by</li> <li>• Representation to be heard by</li> <li>• Employees advised of outcome by</li> </ul>	As required by individual contract or statutory provisions
12	<b>Notice Issued</b> <ul style="list-style-type: none"> <li>• Notice will be the greater of statutory or contractual entitlement up to a maximum of 12 weeks</li> </ul>	
13	<b>Appeal Meeting</b> <ul style="list-style-type: none"> <li>• Appeals to be made by within 5 working days of notice</li> <li>• Representations to be heard by Appeals Panel</li> <li>• Employees Advised of the outcome in writing within 10 working days</li> </ul>	
14	<b>Contracts terminate</b>	

## Appendix 2: Statutory Redundancy Calculations Chart

Age	Service (Years)																		
	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
17*	1																		
18	1	1½																	
19	1	1½	2																
20	1	1½	2	2½	-														
21	1	1½	2	2½	3	-													
22	1	1½	2	2½	3	3½	-												
23	1½	2	2½	3	3½	4	4½	-											
24	2	2½	3	3½	4	4½	5	5½	-										
25	2	3	3½	4	4½	5	5½	6	6½	-									
26	2	3	4	4½	5	5½	6	6½	7	7½	-								
27	2	3	4	5	5½	6	6½	7	7½	8	8½	-							
28	2	3	4	5	6	6½	7	7½	8	8½	9	9½	-						
29	2	3	4	5	6	7	7½	8	8½	9	9½	10	10½	-					
30	2	3	4	5	6	7	8	8½	9	9½	10	10½	11	11½	-				
31	2	3	4	5	6	7	8	9	9½	10	10½	11	11½	12	12½	-			
32	2	3	4	5	6	7	8	9	10	10½	11	11½	12	12½	13	13½	-		
33	2	3	4	5	6	7	8	9	10	11	11½	12	12½	13	13½	14	14½	-	
34	2	3	4	5	6	7	8	9	10	11	12	12½	13	13½	14	14½	15	15½	-
35	2	3	4	5	6	7	8	9	10	11	12	13	13½	14	14½	15	15½	16	16½
36	2	3	4	5	6	7	8	9	10	11	12	13	14	14½	15	15½	16	16½	17
37	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15½	16	16½	17	17½
38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16½	17	17½	18
39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17½	18	18½
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18½	19
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19½
42	2½	3½	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½
43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
44	3	4½	5½	6½	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½
45	3	4½	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
46	3	4½	6	7½	8½	9½	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½
47	3	4½	6	7½	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
48	3	4½	6	7½	9	10½	11½	12½	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½
49	3	4½	6	7½	9	10½	12	13	14	15	16	17	18	19	20	21	22	23	24
50	3	4½	6	7½	9	10½	12	13½	14½	15½	16½	17½	18½	19½	20½	21½	22½	23½	24½
51	3	4½	6	7½	9	10½	12	13½	15	16	17	18	19	20	21	22	23	24	25
52	3	4½	6	7½	9	10½	12	13½	15	16½	17½	18½	19½	20½	21½	22½	23½	24½	25½
53	3	4½	6	7½	9	10½	12	13½	15	16½	18	19	20	21	22	23	24	25	26
54	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	20½	21½	22½	23½	24½	25½	26½
55	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22	23	24	25	26	27
56	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	23½	24½	25½	26½	27½
57	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25	26	27	28
58	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	26½	27½	28½
59	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28	29
60	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	29½
61+	3	4½	6	7½	9	10½	12	13½	15	16½	18	19½	21	22½	24	25½	27	28½	30