DEPARTMENT OF EDUCATION AND CHILDREN

REDEPLOYMENT AND REDUNDANCY
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1. Legislation

The Department of Education and Children ("the Department") has a policy of redeployment in preference to redundancy. Any redundancy that occurs will be dealt with in accordance with the Employment Act 2006, the Redundancy Payments Act 1990 and the Redundancy Payments (Civil Service Etc.) Order 1996. In relation to these statutes the Department’s schools and other activities are treated as a single business. Consequently, it is the Department, rather than a school, the Isle of Man College, the International Business School or service that would be deemed to be the employer, from the point of view of any redundancy. Therefore a position would only be classed as being redundant if it was surplus to the Department’s overall staffing requirements.

2. Aims and Objectives

By having a Redeployment and Redundancy Policy and Procedure ("the Procedure") the Department seeks to ensure that the issue of redundant posts is administered in the most transparent, fair, consistent and sympathetic manner possible, balancing the needs of the employer with those of the employee. In order for the Redeployment and Redundancy Policy and Procedure to be successful, the active support, participation and co-operation of management, trade unions, staff associations and employees are essential.

3. Scope

3.1 The Procedure will apply to all staff employed by the Department of Education and Children for 12 consecutive months or more (including those who are full time, part time, permanent or on limited term contracts) by the time the post is deemed to be potentially redundant in accordance with Section 5 below, with the exception of Civil Servants, whose employer is the Civil Service Commission and manual workers, who are employed on Whitley Council terms and conditions of service. Where a civil servant/manual worker post is redundant, the Civil Service Commission/Whitley Council, as appropriate, would be notified and the redeployment options would be explored across the Isle of Man Government.

3.2 For employees working within the Special Educational Needs & Psychology Service ("the Service"), the Procedure will only apply if the employee(s) cannot be allocated another position elsewhere within the Service.

3.3 Redeployment will be considered where a position ceases to exist or becomes surplus to requirements and is therefore identified as being redundant. This may be for a range of reasons, including, but not limited to:

- financial and staffing constraints and changes to educational provision leading to the re-arrangement of functions;
- a decision by the Department to discontinue or curtail a particular service or activity;
- reduced demand or other workload factors;
- technological change or development;
- statutory change.

3.4 In order that potential overstaffing issues are identified as early as possible, managers should ensure that staffing budgets and services are closely monitored. In schools/the Isle of Man College/the International Business School pupil/student...
numbers, curriculum requirements and course demands should also be closely monitored.

3.5 The Department is committed to avoiding redundancy situations wherever possible and to maintaining employment, but it recognises that, in some circumstances, there may be no alternative but to consider dismissal on the grounds of redundancy.

4. **Statement of Principles**

4.1 The Human Resources Division shall inform the Minister and the Director of Education and Children of all potential redundancy/redeployment situations.

4.2 At every stage in the procedure an employee who is being considered for redeployment shall have the right to be accompanied by a work colleague or staff association/trade union representative. Lawyers shall not be allowed to represent staff in such procedures.

4.3 The relevant trade unions/staff associations shall be informed of any potential redundant posts once the Minister and the Director of Education and Children have been informed as required by 4.1.

4.4 Wherever possible, redeployment shall be within the employee’s present place of employment, i.e. School, Isle of Man College, International Business School, Division of the Department, etc.

4.5 Every effort will be made to ensure that redeployment is to a reasonably comparable, relevant post at the same grade and level of responsibility, bearing in mind the particular circumstances and the need to provide the most efficient and cost effective service.

4.6 Redeployment will not normally result in salary increases for employees affected, although employees who secure a post with greater responsibility, will receive the salary commensurate with the post to which they have been redeployed.

4.7 Where a group of employees in a work area are being considered for redeployment the consultation process should **always** be undertaken in conjunction with the Director of Corporate Services or the Human Resources Manager.

4.8 At all stages of consultation, employees should be reminded of their right to be accompanied by a work colleague or staff association/trade union representative.

4.9 The Director of Education and Children shall have overall responsibility for ensuring that the Procedure is applied effectively and consistently.

4.10 **Note:** for the purposes of this policy and procedure, the term “manager” refers to a Headteacher, the Principal of the Isle of Man College, the Director of the International Business School or a Service Manager, as appropriate.

5. **Redeployment Procedure**

5.1 The manager shall identify the work area from which selection of the potentially redundant post(s) will be made.

5.2 The manager shall contact the Director of Corporate Services or the Human Resources Manager who shall assist with the process and arrange for the Minister and the
Director of Education and Children to be notified of any potential redundant position(s).

5.3 The manager shall explore whether there are any possible options for avoiding redundancy within the school/Isle of Man College/International Business School/service area, such as, redeployment within the establishment/service concerned, non-replacement of resigning or retiring staff, premature retirement, voluntary transfer, part-time working, job share arrangements, re-training, etc.

5.4 If there are no suitable options, the manager shall ascertain whether there are any volunteers for redundancy from the identified work area. If there are more than the required number of volunteers, the manager shall make a decision based on keeping a satisfactory balance of skills and experience to ensure the future viability of the school/Isle of Man College/International Business School/service area concerned. The manager must be able to justify the reason(s) for the selection decision(s).

5.5 If there are no volunteers then selection by the manager shall be undertaken on the basis of retaining the employee(s) whose qualifications, experience and skills best meet the needs of the school/Isle of Man College/International Business School/service area in the delivery of its service.

5.6 Should more than the required number equally meet these criteria, then the employee(s) with the shortest period of total service with the Department shall be selected. Any employment with other education authorities shall not be taken into account.

5.7 The manager shall arrange a meeting with the employee(s) accompanied by their staff association/trade union representative, friend or colleague. This may also be attended by the Director of Corporate Services or the Human Resources Manager, on request. The purpose of this meeting shall be to commence consultation and advise of the following:-

- the reason why redundancy is being considered and how the work area was identified;
- the options explored to date to avoid redundancy as set out in paragraph 5.3;
- the arrangements to be made for exploring the possibility of redeployment elsewhere within the Education Service i.e. the operation of the Redeployees’ Register;
- the way in which the redundancy(ies) will be carried out if redeployment should not prove possible, i.e. the usual notice period will apply and the redundancy payment will be calculated by allowing a maximum of one week’s pay for each completed year of continuous employment working back from the date of proposed redundancy, to the maximum set by the Department of Trade and Industry. **NB Redundancy payments are only made to those with 2 or more years’ continuous service with the Department of Education and Children;**
- invite any suggestions that the employee(s) and/or their staff association /trade union representative, work colleague may have for avoiding redundancy.

5.8 Following the meeting the manager shall confirm the above in writing. Consultation should, as far as possible, take place for a calendar month from the date of the meeting in Section 5.7 before the issue of any notice of redundancy. (In the case of teachers, the limited dates for giving contractual notice should be borne in mind).

5.9 Potential redeployees shall be required to provide an up-to-date CV, including the details of their qualifications, experience, expertise, transferable skills, employment interests, preferred places of work (if redeployed) and contact details (See Appendix A).
Potential redeployees shall be required to sign a declaration to agree to the release of personal data for access by potential recruiting managers for the purposes of assessment of suitability for redeployment. (see Appendix B). The declaration shall be effective only for the duration of the Procedure, or unless it is revoked by the employee, whichever be the sooner. A revocation of the declaration by the employee shall end the Procedure.

The potential redeployee's(ees') manager must provide a reference and a copy of the current job description.

The potential redeployee's (ees') details shall be placed on the Redeployees’ Register maintained by the Human Resources Division. The Redeployees’ Register shall hold a range of information on potential redeployees to enable an assessment of their suitability for interview and/or appointment to redeployment opportunities within the Education Service.

Managers and redeployees are encouraged to enter into consultation regarding offers of redeployment and associated trial periods with an open and flexible approach to optimise the opportunities available. This is also important when considering the termination of a trial period.

Prior to advertising vacancies anywhere on the Island, recruiting managers shall be required to consider those on the Redeployees’ Register and determine those who may satisfy the essential criteria for selection for interview for redeployment or may do so with reasonable training.

Only if having tried to match the information in the CVs with the job specification, there is no appointable candidate on the Redeployees’ Register, then the recruiting manager may advertise the post(s).

If it is unclear whether an employee satisfies the essential selection criteria for selection for interview for redeployment, either with or without further training, the employee must be offered the opportunity for interview for redeployment regardless.

Detailed records must be kept by the manager in order to substantiate any decision taken.

The composition of the interview panel for redeployment should be the same as for normal recruitment.

Where an employee satisfies the essential selection criteria, he/she shall be offered the opportunity to be redeployed to the new position, subject to a mutually agreed trial period, (normally the statutory four weeks) and the vacancy shall not be advertised. Prior to its commencement this trial period may be extended by mutual agreement, should this be considered practical and necessary, for training purposes only. Such an agreement shall be confirmed in writing prior to the start of the trial period specifying its duration and the terms and conditions that will apply after the end of that period.

Where the employee could satisfy the essential selection criteria supported with a reasonable level of appropriate training, the nature, extent and means for gaining such training shall be agreed by the recruiting manager and employee. The employee shall be offered the opportunity to be redeployed to the new position, subject to satisfactory completion of the agreed training and to a mutually agreed trial period, inclusive of the statutory four weeks’ trial. Again, this trial period may be extended...
prior to commencement, by mutual agreement, should it be considered practical and necessary for training purposes, only.

5.21 Where an employee is not offered an interview or is unsuccessful at interview, the recruiting manager must provide written reasons to the employee justifying why an offer of redeployment to the vacancy concerned is not being made.

5.22 Employees who are redeployed shall receive a new written statement of particulars of terms and conditions of employment and confirmation of any salary or travel protection arrangements. Employees shall accept, as a condition of redeployment, to undertake any appropriate training as deemed necessary for their new post. All offers of redeployment made pursuant to this procedure shall be subject to the unchallenged grant of a work permit where such is required.

5.23 Other than where more favourable provision is made in the terms and conditions of employment for the employee concerned, in the event of redeployment to a lower paid post, the employee’s existing salary shall be protected for a period of one year. If the alternative employment is for different hours of work, either more or fewer hours than the existing post, then this shall be taken into account in determining the extent of salary protection.

5.24 In the event of redeployment involving additional travel costs, travel claims indicating the difference may be submitted for a period of one year.

5.25 The costs in respect of protection of salary, additional travel or training arising from the redeployment of staff shall be met by the school/Isle of Man College/International Business School/service area having to lose the member of staff, other than in the case of primary schools where staffing budgets are not delegated to schools and the costs shall therefore be met centrally.

6.0 Redundancy Procedure – Where Redeployment Has Been Unsuccessful

6.1 Where the consultation does not lead to any other option for avoiding redundancy being identified, and redeployment is not achieved, the manager shall notify the Human Resources Division to arrange issue of notice of redundancy in line with the notice period for the employee(s) concerned. Payment of a redundancy payment, if applicable, shall be arranged by the manager in liaison with the Human Resources and Finance Divisions.

6.2 Following appropriate consultation with the employee and their trade union representative, friend or colleague, trial periods may be terminated at any time if the redeployment is not considered successful for reasons arising from the change of role. An employee may terminate a trial period, following appropriate consultation, on the grounds that it is considered unsuccessful. In such circumstances, unless the employee’s contract of employment is again renewed or he/she is re-engaged under a new contract, the employee shall be treated as having been dismissed on the date on which his/her employment under the original contract ended and will be entitled to the redundancy payment they would have received but for their redeployment.

6.3 Where paragraph 6.2 applies, the employee’s agreement to the release of personal data, as provided for in paragraph 5.10, shall cease, and such personal data shall no longer be accessible.

6.4 Any employee who has received formal notice of redundancy, who unreasonably declines an offer of suitable alternative employment, or who unreasonably terminates a trial period in that employment, will normally
forfeit the right to redundancy pay (see section 6.2 above). Employees will have the right to appeal against this decision – see Section 7 below.

7. **Appeal Rights**

See the Appeals Procedure at Appendix C.

8. **Role of the Human Resources Division**

The Human Resources Division ensures that the Redeployees’ Register is up to date and plays a central role in supporting employees and managers in the effective operation of the Redeployment Procedure, including:

- supporting managers in the development of appropriate job descriptions and person specifications for vacancies, as required;
- providing advice on the relevant durations of consultation and notice periods;
- undertaking consultation in conjunction with line management;
- reviewing the reasons for non-selection for interview and redeployment following an interview;
- advising managers and employees on the appropriateness and duration of any extension to the four week trial period, or its premature cessation prior to completion;
- advising upon the extent of salary protection to be offered, where relevant;
- review of appeal cases with the Director of Education and Children;
- maintaining an overview of the scope for redeployment opportunities available to individual members of staff to ensure that the Department meets its obligations to each potential redeployee.

9. **Redundancy Payments**

9.1 Whilst total service with the Department is taken into account when identifying the employee with the shortest period of service, it is only the completed years of **continuous** service that are taken into account for redundancy payments.

9.2 Where an employee retires from a post and is subsequently re-employed on a temporary contract for 2 years or more, there is no entitlement to a redundancy payment if he/she has already reached retirement age. If he/she has not reached retirement age the redundancy payment is calculated based on the period of continuous service, i.e. provided that there has been a break in service between retiring and starting a temporary appointment, the redundancy payment is only calculated on the number of completed years of continuous service since his/her return. Continuity of employment for the purposes of a redundancy payment shall be in accordance with the provisions of paragraph 12 of Schedule 5 to the Employment Act 2006.

9.3 The amount of a redundancy payment is one week’s pay for each complete year for which the employee has been continuously employed up to the maximum set by the Department of Trade and Industry. Continuous service is calculated by working back from the date of dismissal. Where an employee is within 12 months of attaining age 65, the redundancy entitlement is reduced by one-twelfth for each complete month expired since his or her 64th birthday. The amount therefore reduces to nil at age 65.

9.4 Redundancy costs are met by the School/Isle of Man College/International Business School/service area other than for primary schools where the costs are met centrally.
10. **Associated Issues**

10.1 If an employee accepts a job on the same terms as the previous one, or an alternative job with the Department before the notice period expires and the new post commences within four weeks of termination of the original employment, he/she shall be regarded as having continuous employment and no redundancy payment shall be due.

10.2 Whilst an employee is under notice of redundancy, he/she shall be entitled to reasonable time off with pay to look for alternative employment which may include employment outside the Education Service. Where an employee wishes to leave before the end of their notice period, if the manager has no objection, the redundancy payment will still be payable.

10.3 Where the post of a pregnant employee or an employee on maternity leave is to be made redundant (for whatever reason) and there is a suitable alternative vacancy, then this **must** be offered to the employee concerned. This is a rare case where legislation requires a form of positive discrimination.
APPENDIX A

Curriculum Vitae

Name:
Address:
Telephone Number:
Fax Number:
Email Address:

Personal Profile (Areas of expertise, transferable skills, employment interests and preferred place(s) of work if redeployed)

Career History
(Summary of present and previous posts held and main duties and responsibilities of each)

Education and Training
(Educational details and qualifications obtained, together with details of relevant training undertaken)

Hobbies and Interests
APPENDIX B

To: Human Resources Division
Department of Education and Children
St George’s Court
Upper Church Street
Douglas
IM1 2SG

APPROVAL TO THE RELEASE OF PERSONAL DATA UNDER THE DEPARTMENT OF EDUCATION AND CHILDREN’S REDEPLOYMENT AND REDUNDANCY POLICY AND PROCEDURE.

I, _______________________employed as _______________________ at
(Name) (Role)

________________________ give permission for the release

(Place of Employment)

of my personal data for access by potential recruiting managers for the purposes of

assessment for suitability for re-deployment.

Signed: ________________________________________

Date: _________________________________________
APPEALS PROCEDURE

An appeal may be made to the Director of Education and Children in respect of the following:

- fairness of the selection/non-selection for redeployment;
- an offer of alternative employment being unsuitable;
- a trial period being terminated unreasonably; and/or
- where it is claimed that an employee has forfeited the right to redundancy pay.

Appeals, including all relevant documentation, must be submitted in writing within 7 working days of the employee being notified of the decision giving rise to the appeal. Appeals will be heard by the Director of Education and Children or his/her nominee(s) and will be handled in accordance with the following procedure:

1. **Arrangements for the Hearing**
   On receipt of a written appeal, the Director or his/her nominee shall convene, with 7 working days' written notice, an appeal hearing. The employee and the relevant manager will be requested to attend and the employee may be accompanied by a work colleague or staff association / trade union representative if he/she so wishes. Both the manager and the employee must ensure that any documentation to be referred to at the hearing, is circulated to all parties no later than 3 working days prior to the hearing.

2. **The Case for the Employee**
   An opening statement may be made as part of the presentation of the employee’s case. Reference may be made to the documentation provided or circulated in accordance with paragraph one and witnesses may be called.

   The manager may ask questions of the employee and /or his/her representative and of any witnesses.

   The Director of Education and Children or his/her nominee(s) may also ask questions.

3. **The Case for the Manager**
   An opening statement may be made as part of the presentation of the manager’s case. The manager may refer to any of the documentation and call witnesses.

   The employee and /or his/her work colleague or staff association/trade union representative may ask questions of the manager and of any witnesses.

   The Director of Education and Children or his/her nominee(s) may also ask questions.

4. **Re-Examination**
   Both parties will be asked if they wish to re-examine any of the evidence provided before they proceed to the next stage.

5. **Final Statements**
   The employee and his/her work colleague or staff association/trade union representative and the manager may make final statements.

6. **Consideration of the Case**
   All parties to the hearing will then withdraw, whilst the Director of Education and Children or his/her nominee(s) consider the case.
If it necessary to recall either party or any witness in order to resolve points of uncertainty, both parties will be recalled notwithstanding the fact that only one may be concerned with the point giving rise to doubt.

**7. Decision**
The decision will, if possible, be given orally immediately after the hearing, but in any case such decision will be confirmed in writing within 7 working days of the hearing.