



ORGANISATIONAL CHANGE POLICY

V2

January 2023

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1.0 Policy Statement

- 1.1 This policy sets out Beckfoot Trust's approach on managing organisational change within the Trust to improve organisational effectiveness, including potential redundancy situations. Where redundancies are proposed the number of employees involved will determine how the process will be managed.
- 1.2 This policy has been agreed with the recognised trade unions. It has been formally adopted by the Trustees.
- 1.3 This policy does not form part of any employee's contract of employment and may be amended at any time.

2.0 Scope and Purpose

- 2.1 It is recognised that certain changes (for example, a fall in roll, curriculum changes, budget cuts and restraints and outsourcing functions may make it necessary to consider a restructure and reorganisation of staffing that may include a change in job roles, reporting lines, operational set up, changes to terms and conditions and redundancies. The purpose of this policy is to have a clear framework in place that sets out what we will do whenever significant change within the Trust, including a reorganisation of staff and/or a reduction in employee numbers may become necessary.

The legal definition of redundancy is "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 the employer has ceased or intends to cease the business for the purposes of which the employee was employed, or to carry on that business in the place where the employee was so employed, or

(b) the fact that 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 employed by the employer, have ceased or diminished or are expected to cease or diminish."

- 2.2 We will consider ways to avoid compulsory redundancy if possible, and where we are unable to avoid reducing employee numbers, we will try to minimise the effect of redundancies through the steps set out in this policy. In doing so, we will not discriminate directly or indirectly on the grounds of any protected characteristic or against part-time or fixed-term employees.
- 2.3 As part of the application of this policy, Beckfoot Trust will collect, process and store personal data in accordance with our data protection policy. We will comply with the requirements of Data Protection Legislation (being the UK General Data Protection Regulation and Data Protection Act 2018) and any implementing laws, regulations and secondary legislation, as amended or updated from time to time, in relation to how we collect, hold and share this personal data. We will provide workforce data in line with our Workforce Privacy Notice which sets out how we will gather, process and hold personal data of individuals during employment.

3.0 Planning

- 3.1 Trustees will ensure that there is effective planning, financial management and resource allocation in place in the day to day and strategic management of the Trust. We will carry out workforce planning and regularly review our staffing structure to ensure it is fit for purpose, supports teaching and learning and to minimise surplus staff situations.

- 3.2 Our Executive leadership team will provide information in relation to workforce planning and resources to our Trustees as required.

4.0 Consultation

- 4.1 Where the changes proposed could result in redundancies and/or changes to terms and conditions, we will enter into meaningful consultation to provide the opportunity for all those concerned to discuss the problem and consider options or alternative ways of tackling the problem. Consultation should begin in good time and will be in accordance with statutory requirements for collective consultation where applicable. Where the statutory requirements to collectively consult do not apply, we will determine a reasonable, meaningful consultation period is carried out based on the proposals.
- 4.2 We will consult with all affected employees on an individual basis. This should be started after the collective consultation process has been. A fair process should be at least one meeting giving affected employees the option to request further meetings if required. Consultation does not need to be done in person, it can be done in writing or telephone meetings can be arranged as a reasonable adjustment for those employees who are not attending work and are unable to attend a meeting in person.
- 4.3 We will also consult with representatives of our recognised trade unions or elected employee representatives irrespective of the number of employees at risk of redundancy and regardless of the changes to terms and conditions proposed.
- 4.4 Where appropriate and in accordance with 4.3, we will provide the recognised trade unions or elected employee representatives (or affected employees if, after being invited to elect employee representatives, the affected employees fail to do so within a reasonable period of time) with sufficient information in writing, including:
- 4.4.1 The reasons for the proposals.
 - 4.4.2 The numbers and descriptions of employees it proposes to dismiss as redundant or who are at risk of redundancy.
 - 4.4.3 The total numbers of employees of that description employed at the establishment in question.
 - 4.4.4 The proposed method of selecting the employees who may be dismissed.
 - 4.4.5 The proposed method of carrying out the dismissals, including the period over which the dismissals are to take effect and
 - 4.4.6 The proposed method of calculating the redundancy payments (other than statutory redundancy pay).
 - 4.4.7 The numbers of agency staff at the School/Trust, the areas that they are deployed in and the type of work they are undertaking.
 - 4.4.8 Any proposals with regard to changes in job roles, reporting lines, operational changes or structure.
 - 4.4.9 A timeline detailing each stage of the process.
- 4.5 We will consult on ways that we could avoid or reduce the need to make compulsory redundancies, if that is possible, or to mitigate the consequence of any dismissals. Examples of such steps include:
- 4.5.1 Reviewing the use of agency staff.

- 4.5.2 Restricting recruitment or a vacancy freeze in affected categories of employees and in those areas into which affected employees might be redeployed.
 - 4.5.3 Natural wastage.
 - 4.5.4 Retraining and/or redeployment within and across Beckfoot Trust.
 - 4.5.5 Reducing overtime/additional hours.
 - 4.5.6 Offering reduced working time including job-sharing or other flexible working arrangements, where these are practicable and
 - 4.5.7 Inviting applications for early retirement or voluntary redundancy. In all cases the decision to release an employee under such schemes will be at the absolute discretion of Beckfoot Trust.
 - 4.5.8 Consideration of different working practices and working patterns.
- 4.6 Where teaching posts are at risk of redundancy sufficient time will be given for consultation and for teacher's notice periods to expire before the proposed implementation date. To implement at the beginning of the following term notice must be given by the end of October, February, or May.
 - 4.7 Any measures we adopt will not adversely affect the Trust and the quality of teaching and learning provided to our pupils.
 - 4.8 Employees and, where appropriate, trade unions or elected representatives, will be advised of the arrangements for them to respond to the proposals. When issues are raised during the consultation period they will need to be actively considered and responded to with an explanation for the nature of the response given within a reasonable time frame and as appropriate. A final response will be given at the end of consultation.
 - 4.9 Employees who are absent from work due to maternity/paternity/adoption leave, long term sickness or secondment but whose substantive post is affected by the proposals will be included in any consultation process.
 - 4.10 If the proposals include changing terms and conditions, then we will ensure that through consultation it is made clear to employees the changes and how they may affect them.

5.0 Selection

- 5.1 Where a process of selection is required to either identify which employees within a pool are at risk of redundancy, or for application for alternative posts the criteria used to select will be objective, robust, transparent, non-discriminatory, and fair, and based on the skills required to meet our existing and anticipated School/ Trust needs. We will consider the most appropriate method of selection in relation to the circumstances surrounding the specific restructuring and/or redundancy situation and the proposed selection criteria will be consulted on during the consultation process. In a redundancy situation where there are the same number of incumbents as there are roles proposed to be reduced, then the selection criteria will be on the basis that they occupy that role.
- 5.2 Employees on secondment or 'acting up' will be deemed to be in their substantive post for the purposes of any change process.
- 5.3 Individual employees who are provisionally selected for redundancy following the application of the selection criteria will be informed and (where appropriate) invited to a meeting at which they will be given an opportunity to make representations that the application of the criteria is unfair or has been applied incorrectly as part of the consultation process.

6.0 Making compulsory redundancies

- 6.1 Every effort will be made to mitigate job losses where possible. When it is not possible to avoid making compulsory redundancies, employees who remain at risk of redundancy will be invited to a compulsory redundancy hearing to consider redundancy. The Headteacher with the Executive Headteacher will be present at the redundancy hearing to make the final decision. In the case of redundancy within the central team, the COO or CFO may hear with an Executive Headteacher.
- 6.2 Where selection for redundancy is confirmed, employees selected for redundancy will be given notice of termination of employment in accordance with their contract of employment and written confirmation of the payments (and how it has been calculated) that they will receive (where applicable).
- 6.3 Employees will be given the opportunity to appeal against this decision. Details of the appeals process will be provided to the employees in writing following the decision being made.
- 6.4 Depending on the circumstances, the Trust may waive its right to insist on employees working their notice and instead give a payment in lieu of notice.

Appeals

Where possible, the appeal hearing will be conducted by a more senior manager, not previously involved in the case.

7.0 Pay protection

- 7.1 In circumstances where teaching staff are offered a role with less responsibility or requirement of a TLR they will receive safeguarding protection for the TLR payment for a period of 3 years. Safeguarding provisions for teachers are set out in the School Teachers' Pay and Conditions Document.
- 7.2 If an employee is assimilated to a lower-level graded post, the Trust will exercise its discretion as to whether to apply the Local Authority's Pay Protection Agreement for support staff, in full, part or not at all. This will be detailed in the Business Case at the start of the consultation. For teaching staff, the appropriate pay protection arrangements as outlined in the School Teachers Pay and Conditions Document that is in place at the time will be applied.

8.0 Support mechanisms

Alternative work/retraining

- 8.1 We will make every effort to redeploy any employee who is selected for redundancy and inform them of any vacancies that we have ring fenced in the proposed structure or elsewhere in the Trust and can offer as a redeployment opportunity until their termination date.
- 8.2 The manner in which redundant employees will be invited to apply for and be interviewed for vacancies will be organised depending on the circumstances existing at the time. While priority will be given wherever possible to employees under threat of redundancy, the Trust reserves the right to select the best available candidate in relation to any given vacancy. Employees selected for redundancy whilst on maternity/adoption leave or Shared Parental Leave have separate legal entitlement to be offered any suitable alternative.
- 8.3 An individual who is redeployed into a suitable, alternative post is entitled to a trial period of four weeks in the new job. This may be extended by mutual agreement for training purposes. If the redeployment opportunity is found to be unsuitable from either party following the trial, employment

may be terminated on grounds of redundancy on the original terms, dependant on the reasons for refusal.

- 8.4 An employee will not be entitled to a redundancy payment if he or she unreasonably refuses an offer of suitable alternative employment. In this situation, the employee's contract would still be terminated by reason of redundancy, but no redundancy payment will be made.
- 8.5 The Trust will consider if any form or re-training can be provided in order to assist employees at risk of redundancy to gain employment within the Trust.

Counselling service

- 8.6 Any employees who are at risk of redundancy or who have been issued a notice of redundancy or involved in a restructuring process will be able to access the Trust's confidential counselling help line. The contact details are as follows:

0800 028 0199

Time off

- 8.7 An employee under notice of redundancy with at least two years' service will be entitled to a reasonable amount of paid time off to look for alternative work, attend interviews, etc. Employees wishing to take advantage of this right should make the appropriate arrangements with their Headteacher/Chief Operating Officer (for central team) and provide proof of attendance if requested to do so.

9.0 Redundancy payments

- 9.1 Employees with two or more years' service will be entitled to a statutory or contractual redundancy payment. The period of continuous service will be calculated with reference to the Employment Rights Act and the Redundancy Modification Order. The Trust's redundancy payments are calculated using the following formula:

- All staff will receive a redundancy compensation payment based on the provisions of the Employment Rights Act 1996 (ERA). This payment will be calculated using the formula set out in the ERA which comprises a defined number of weeks' pay based on age and continuous service at the date when employment is terminated, up to a maximum of 20 years' service (See Ready Reckoner, Appendix A)
- The calculation will be based on actual weeks' pay of continuous local government service with any other local authority or employer covered by the Redundancy Payments Modification Order.
- A week's pay at actual week's pay is that which the employee is entitled to under his or her terms of the contract at the 'calculation date'. The 'calculation date' is the date on which the employer gives the employee notice of dismissal on the grounds of redundancy. If the pay varies, the amount of the week's pay is averaged over the 12 weeks prior to the 'calculation date'.
- A week's pay is made up of basic salary and any allowances that the employee is in receipt of at the 'calculation date' e.g. TLR/SEN/ Acting Allowance.

- 9.2 The amount of this payment will be confirmed when the employee is selected for redundancy and the sum will be paid along with the employee's final salary payment or payment in lieu of notice.

10.0 Embedding the Change

Carrying out the implementation successfully does not in itself guarantee the success within the new structure. The Headteacher/ Central Director will therefore need to give consideration to the following:

- Any updating or retraining needs
- Induction into new working practices, systems or procedures
- Changes to the configuration of the School/Trust meeting structures and methods of communication
- Changes to appraisal arrangements
- Notifying other employees and stakeholders such as parents of the changes that may affect them

11.0 Review of policy

11.1 This policy is reviewed and amended annually by the Trust. We will monitor the application and outcomes of this policy to ensure it is working effectively.

Appendix A: Ready Reckoner - Statutory Redundancy Payments Table

To calculate the number of week's redundancy pay, cross reference the person's age and years of service and then multiply that number by the actual weekly salary. 61+ -The table stops at age 61 because for employees aged 61 and over, the payment remains the same as for age 61.

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