Our Lady of Lourdes Primary School

Managing Organisational Change Policy

In God, we are, we know, we act.

Validation grid

Title	Managing Organisational Change Policy
Author	Barbara Costa
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Stake holders consulted	All staff
Curriculum / non curricular	Non curricular
Associated Policies / Documents	
New Policy or Review of existing policy.	Review
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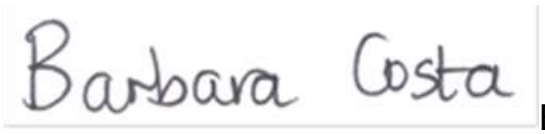
Headteacher  Barbara Costa

Chair of Governors Fiona Kerin

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1. Policy

This section deals with the principles that would be applicable in all forms of organisational change.

- Our Lady of Lourdes (OLOL) will regularly review the needs of the pupils, the school priorities, legal obligations, the successful application of new technology and budgetary requirements.

- OLOL will take all reasonable steps to avoid compulsory redundancy; this will include: considering restrictions on recruitment; retraining and redeployment; reduction or elimination of overtime; seeking applicants for voluntary redundancy; termination of contract, or temporary, staff. Meeting this aim means that employees will need to be flexible in how the workforce is structured and distributed and in the number of people employed and their location.

- It is recognised that employees are the most valuable resource and that managers need to deal with organisational change in a way that reduces the disruptive effects of change. When employees are affected by an organisational change:-
    - the employees concerned will be treated in a fair and equitable way
    - advance notice of the impending change is given to the employees concerned as soon as possible
    - change will be brought about following consultation
    - the need for compulsory redundancy will be minimised but balanced against

the school's need to retain employees with the skills and experience necessary to best meet future requirements
- redeployment opportunities will be maximised

- Management will consult with recognised Trade Unions and staff on issues which, for example:
  - involve changes to contracts of employment
  - relate to discretionary aspects of implementation of national agreements
  - may potentially lead to redundancy
  - involve major changes in working practices, location of employees
  - involve introduction of, or changes to, local procedural agreements

  Issues raised, as a result of consultation, by individuals or the Trade Unions will be given due and timely consideration and, if possible, incorporated into the proposals.

- The school will ensure that each employee has had an opportunity to discuss in a meeting the reasons for the redundancy, the pool for selection, the criteria, and any alternative employment.

- A Governors' Redundancy and Redeployment Committee will normally be established to ensure the most efficient use of the school's resources.

- The Governing Body will be responsible for designing the organisation and will share this information with employees and recognised Trade Unions. OLOL recognises that change can be a stressful time for the people involved and will tailor specific Employee Support programmes to support employees through the change.

- Different terms may apply on particular dates and employees will receive the appropriate compensation applicable to the employee's last day of employment. This may be less than employees who have left the organisation on earlier dates.

- In certain genuinely exceptional circumstances, consideration can be given to making a one-off payment, based on the merits of each individual case, up to the maximum permitted under the regulations* (i.e. 104 weeks' pay calculated on a sum up to the employee's actual week's pay) taking into account continuous service with employees listed under the Redundancy Payments (Continuity of Employment in Local Government etc. (Modification Order 1999)). There will be no right for employees to access this payment and the decision will be made on the circumstances as they relate to the particular individual. The payment incorporates the employee's statutory redundancy entitlement.

* The Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006 and The Teachers (Compensation for Redundancy and Premature Retirement) (Amendment) Regulations 2006

- The above forms the school's policy as of October 2023, it should be noted that:-
  - the policy does not confer any contractual rights
  - the school will retain the right to change the policy at any time, recognised Trade Unions will be consulted
  - the policy will be reviewed in October March 2026

2. Procedure

This section deals with the procedures applicable when managing organisational change.

- Redeployment

  - Where the duties and skill requirements of jobs at the same grade within a new structure are sufficiently similar to those of existing jobs, the appointment of particular employees without the requirement for a competitive process will take place.
  - Where 55% or more of an existing substantive role is contained within a new post at the same grade the individual will be appointed without competition or selection to the new post.
  - If the 55% rule above applies and there are more staff at that grade who have a claim on the role than there are posts available, the post(s) will be ring fenced and only those meeting the 55% rule at that grade will be able to apply for the posts. Decisions about who is to be in each ring-fenced pool will be determined taking each case on its merits. Selection will be based on objective, fair criteria.
  - Where no individual currently holds 55% or more of their existing substantive role within a new post at the same grade, the post will be open for competition. New posts will be appointed to through a formal assessment process.

Employees who have not been successful in securing an alternative post within a revised structure at the same grade, or for whom a revised structure does not apply, will be deemed at risk of redundancy.

Employees will be given formal notice that they are at risk of redundancy and full consultation will take place with them. They will be advised of their right to be accompanied by a work colleague or Trade Union representative at any meetings to discuss their situation.

Staff who have been advised that their jobs are at risk of redundancy will be given priority consideration for redeployment to roles which are up to four spinal column points (scp) lower. Where an employee demonstrates that he or she fulfils the essential criteria for a post, he or she will be selected for interview over and above other candidates who may not be at risk of redundancy.

- Pay Protection

i. Where an employee who is at risk of redundancy is not placed in a job of the same grade, he or she may be redeployed into a job up to four scp below the bottom of their substantive grade, subject to the process set out above.
ii. Where an employee is offered a new job at a lower grade, his or her substantive pay will be "capped" at the maximum pay for that grade.

Where the action of redeployment results in a reduction in substantive pay i.e. the substantive pay on the lower grade is less than the substantive pay of the higher grade, the employee may receive Pay Protection.

Pay Protection is calculated from the employee's substantive scp prior to redeployment and is capped at the lower of a maximum of four scp above the top of the grade appointed to following redeployment or the job holder's scp prior to redeployment.

The period of the Pay Protection is calculated by reference to the table below:-

Continuous Employment at the School	Pay Protection Period
Less than two years	Equivalent to their contractual notice period (subject to a maximum of three months)
Two years plus but less than five years	Six months
More than five years	One year

Teachers Pay Protection is governed by School Teachers Pay & Conditions Document, issued by the Department for Education.

Following the period of protection the employee will be paid on the scale applicable to the new post.
Pay Protection will only apply where there is a reduction in the substantive pay that the employee will receive and will apply for a maximum of one year.
Substantive pay is basic salary without overtime or other non-contractual payments. During the period of protection the protected salary will be 'frozen' and thus not attract incremental progression. Where the alternative employment is for different hours of work, either more or fewer than in the existing post, this will be taken into account in determining the extent of salary protection.

- Early Retirement

The school may offer employees incentives to retire early. This can be used as an alternative to voluntary redundancy. The offer will be made across the workforce. Whether or not to take early retirement will be the employee's choice.

- Voluntary Redundancy

The decision whether to award voluntary redundancy is at the School's absolute discretion and will include consideration of, amongst other things, financial and organisational issues. Trade Union representatives and employees will be notified at the earliest opportunity of the reasons for potential redundancy situations.

Full and meaningful consultation will take place with Trade Union representatives, and the period of consultation should exceed statutory requirements whenever information can be provided at an earlier stage.

At the start of the period of consultation information will be provided to the Trade Unions on:

- the reason for the proposed redundancies
- the number and category of employees who may be redundant
- the proposed unit of redundancy
- the proposed method of carrying out redundancy dismissals
- the period over which redundancies might be carried out
- the proposed methods of calculating severance payments
- an equality impact assessment methodology for any redundancy proposals

A formal response to the Trade Unions' representations will be made.

Compensation for voluntary redundancy will be calculated using the table at Annex A. This

table provides the number of weeks' pay that the employee will be entitled to on being made redundant. It should be noted that from time to time different terms may be offered.

Having established the number of weeks' compensation to be paid, perform the following calculation:-

Current substantive salary divided by 52.14, multiplied by number of weeks compensation = redundancy compensation

Where appropriate, employees will be invited to indicate their willingness to consider voluntary redundancy. Such indications will not imply any commitment on the part of either the school or the individual.

The school will consider applications for voluntary redundancy from employees not themselves at risk within an area where the need for redundancies has been identified where this may avert or reduce the need for compulsory redundancy.

Any offer of voluntary redundancy will be formally confirmed in writing with all the appropriate terms and conditions set out.

Employees who leave the school through voluntary redundancy will only be eligible for re-employment after a suitable break in service, which will be a minimum of one month's duration.

- <u>Compulsory Redundancy</u>

All avenues must be explored to ensure that recourse to compulsory redundancies is minimised.

Trade Union representatives and employees will be notified at the earliest opportunity of the reasons for potential redundancy situations.

Full and meaningful consultation will take place with Trade Union representatives, and the period of consultation should exceed statutory requirements whenever information can be provided at an earlier stage.

At the start of the period of consultation information will be provided to the Trade Unions on:

- the reason for the proposed redundancies;
- the number and category of employees who may be redundant;
- the proposed unit of redundancy;
- the proposed method of carrying out redundancy dismissals;
- the period over which redundancies might be carried out;
- the proposed methods of calculating severance payments;
- an equality impact assessment methodology for any redundancy proposals.

A formal response to the Trade Unions' representations will be made.

Compensation for compulsory redundancy will be calculated using the table at Annex A. This table provides the number of weeks' pay that the employee will be entitled to on being made

redundant.

Having established the number of weeks' compensation to be paid, perform the following calculation:-

Current substantive salary divided by 52.14, multiplied by number of weeks compensation = redundancy compensation

Employees who leave the school through compulsory redundancy will only be eligible for re-employment after a suitable break in service, which will be a minimum of one month's duration.

3. Guidance

This section provides operational guidance for managing change.

- Change Process

Where there is a need for Organisational Change, the school leaders will in conjunction with HR produce a consultation document setting out:

- the rationale for change
- the proposed new structure
- the impact upon employees

The school leaders will then consult with recognised Trade Unions and staff about the matters raised in this document. This consultation will normally include:

- a launch meeting with the Trade Unions
- a launch meeting with affected staff
- one to one discussions between the school leaders and the staff

The purpose of this consultation is to gather views. School leaders will then consider the information submitted and as appropriate modify or change the Consultation Document. The outcome of the consultation should be briefed to Trade Unions and Staff.

At this stage the Change Programme can be implemented.

- Employees at Risk of Redundancy

Employees who have been, or who are likely to be made compulsorily redundant, are defined as 'At Risk'. In all cases, the school will endeavour to ensure notice of 'At Risk' status is given in sufficient time to enable those employees to find alternative employment within or outside the school. The law removes entitlement to a statutory redundancy payment if an employee unreasonably refuses a suitable alternative role.

Employees who are at risk of redundancy will remain within their service area for the period of consultation. Where it is confirmed that their post will be made redundant they will remain in their service area, unless they are redeployed, for the duration of their notice period. However during this period they will be given priority consideration for posts elsewhere in the school.

- Redundancy Selection Criteria

Where it has not been possible to avoid making employees compulsory redundant, objective criteria will need to be defined to enable the objective selection of employees to be made redundant. Illustrative criteria, which can be used singly, in combination, varied or added to subject to need prior to selection commencing, are shown at Annex B. The aim of these criteria is to select those scoring the lowest number of points for redundancy. The school reserves the right to decide what is the most appropriate selection criteria.

- Redundancy Checklist for Managers

Attached at Annex C is a checklist to go through when it is believed that compulsory redundancy will take place.

- Trial Periods

Where the employee is redeployed to a new role that differs wholly or in part from the original role, the employee is entitled to a statutory trial period of four weeks. Should the school and the employee agree the new role is not suitable, the employee can still claim redundancy pay. Should the employee refuse the new role they are at risk of losing redundancy pay entitlement.

If the trial period takes the employee beyond their proposed last day of service, this date will be extended to accommodate the four week trial. This will not affect the entitlement to a redundancy payment. It is the line manager's responsibility to ensure the necessary administration is completed to effect this change. If the employee works beyond the end of the four week trial or their extended last day of service, they will lose their redundancy entitlement as they will be deemed to have accepted the new employment.

- Notifying the Redundancy Payments Service (RPS)

If the school is proposing to make 20 or more employees redundant, the RPS must be notified by completing the HR1 form. This notice should also be supplied to the employee representatives. Where 20 to 99 employees are to be made redundant the RPS must be notified at least 30 days before the first redundancy. Where 100 or more employees are to be made redundant the RPS must be notified at least 90 days before the first redundancy

- Definition of Actual Pay

To calculate a week's pay identify the person's annual salary as at the time of redundancy, to this add any contractual and pensionable payments. Divide this total by 52.14 and multiply by the requisite number of weeks to provide the value of the redundancy payment.

- Suitable Alternative Employment

An employer must take reasonable steps to find alternative employment for employees who would otherwise be dismissed by way of redundancy. For an employee with a disability, the provisions of the Disability Discrimination Act to make reasonable adjustments must be considered. In cases of maternity/adoption leave the employer should make all reasonable effort to find suitable alternative employment for the individual concerned. Care should also be taken to fully engage with any employees on long term sick leave who are at risk of redundancy.

Annex A

Statutory Redundancy Payments and Rates

To be eligible for a statutory redundancy payment the employee must have at least 2 years' continuous service.

These are based on an employee's age and length of employment and are counted back from the date of dismissal.

Employees get:

- 1.5 weeks' pay for each year of employment after their 41st birthday
- a week's pay for each year of employment after their 22nd birthday
- half a week's pay for each year of employment up to their 22nd birthday

Length of service is capped at 20 years.
If you are made redundant on or after 2 April 2020 your weekly pay is capped at £538. The maximum amount of statutory redundancy pay is £16,140.

You can give your staff extra redundancy pay if you want to, or if they have a qualifying period of less than 2 years.

Further information on the redundancy payment calculation and current statutory limit can be found at https://www.gov.uk/calculate-employee-redundancy-pay

Annex B

Example redundancy selection criteria and point allocation

Criteria	Description	Points
Knowledge, skills and experience	Based on the person specification for the job role and business case for future service needs.	Full Match 20 points No Match 0 points
Qualifications	Based on essential and desirable qualifications or equivalent listed in the person specification for the new role. Less weight should be given to desirable qualifications. If no qualification is specified on the person specification maximum points should be given.	Full Match 10 points No Match 0 points
Absence	Based on the employee's recorded absence for each of the previous 3 years to date. Sickness absence does not include pregnancy related absence, disability related as defined by the Disability Discrimination Act and Industrial injuries accepted by the Council's insurance section.	10 = no absence 7 = absence below trigger level 5 = meeting trigger point but informal action 1-4 = formal caution/warning 0 = final caution
Capability	Be based on procedures informal/formal that have commenced and been discussed fully with the employee in the past 3 years to date	10 = no action 7 = informal action 5 = first written warning 0 = final warning short of dismissal
Disciplinary record	Based on information in the past 3 years to date.	10 = highest (no disciplinary record) 7 = informal action 5 = first written warning 0 = final warning short of dismissal
Cost of redundancy	Based on the cost of redundancy as per estimates of benefit prepared as part of the redundancy process. Part time staff will have their total years' service treated in the same way as full time staff but to mitigate against an imbalance in respect of relative cost of redundancy payments and pension, the actual cost should be rounded up to a full time equivalent.	High Cost 20 points Low Cost 0 points

Annex C

Managers' Redundancy Checklist

1. Is there an alternative to reducing the staffing complement?

2. Have the recognised Trade Unions been consulted?

3. Was the 'pool' of employees from which those who are to be made redundant selected objectively and fairly reached?

4. Have fair, objective selection criteria been used?

5. Has a fair and objective selection process been established?

6. Has an appeals procedure been established?

7. Has an Equality Impact Assessment been completed?

8. Has each employee at risk of redundancy had an opportunity to discuss matters with his or her line manager?

9. Has suitable alternative employment for each employee at risk of redundancy been considered?

10. Has assistance been provided to each employee at risk of redundancy to find other work?

Annex D

Specific processes applicable to Teachers on STPCD

Notice

To establish the period of notice that a Teacher is due, the contract of employment should always be checked, especially in the case of fixed term or other atypical employment contracts. All Head Teachers receive three months' notice for the Autumn and Spring Term and four months for the Summer Term. It is possible for a School and a Teacher to agree other dates but this must be a matter of agreement between the School and the Teacher. For Teachers, where no express variations are stated in the contract or agreed, the following will apply.

For the purposes of this matter School terms dates are assumed to be:-

Spring Term - 1st January – 30th April inclusive
Summer Term - 1st May - 31st August inclusive
Autumn Term - 1st September – 31st December inclusive

All periods of notice are to the end dates of the Terms identified above, that is 30th April, 31st August and 31st December.

A teacher, who is due to leave at the end of the Spring Term must be given notice no later than 28th February*
A teacher who is due to leave at the end of the Summer Term must be given notice no later than 31st May
A teacher who is due to leave at the end of the Autumn Term must be given notice no later than 31st October*
* Please note some Teachers may accrue an entitlement to more than this period of notice – see below.

Depending on the Teacher's contract, notice periods may be up to 12 weeks dependent on the individual's length of service.

Pay Protection [also known as Safeguarding]

This is a complex area, covered in detail in the STPCD issued, usually, each year, the most recent being 2016. As a general principle pay is protected for a maximum of three years from the date of the event that reduced the Teachers' substantive pay. Safeguarding can end before the three years in the following circumstances:-

- at the end of the period of Safeguarding
- where substantive pay including allowances exceeds the old point and any Safeguarding
- where the Teacher leaves the school
- where a Teacher unreasonably refuses to carry out duties that were incumbent on the protected pay

Where a Teacher's working hours change, Safeguarding should be applied on a pro-rata basis.
In any case of doubt please consult the relevant STPCD.

First Committee

This group of School Governors is the group that will lead on redundancy matters for the School, dealing with all related matters, for example, consultation with Trade Unions.

Annex E

Giving non-teaching Staff notice

Once consultation has ceased, support staff will be given at least the statutory notice period based on how long they have worked.

Length of service	Notice
1 month to 2 years	At least a week
2 years to 12 years	A week's notice for every year employed
12 or more years	12 weeks

The school may choose to allow staff to leave earlier than the planned leaving date by offering payment in lieu of notice.

Annex F

Appeals Process

If employees have questions or concerns about any part of the redundancy process they should be raised and where possible resolved during the consultation period. However, where there are outstanding issues which have not been resolved during the consultation period these will be heard as part of an appeal process.

All employees who are served notice of redundancy will be informed of their right to appeal against the redundancy. Employees who wish to exercise this right must put their appeal in writing, clearly stating the grounds for appeal. The appeal must be made within ten working days of receipt of their notice of redundancy. The name of the person the appeal should be submitted to will be confirmed in the letter serving notice of redundancy.

When an appeal letter is received the following procedure applies:

- A meeting will be scheduled to hear the appeal with the Chair of Governors.
- The employee will be provided with at least five working days' notice of the meeting in writing and will be informed of their entitlement to be represented at the meeting by a colleague or Trade Union representative.
- The employee will be asked to provide details on the grounds of their appeal at the appeal meeting and will be asked questions by the Chair of Governors to establish all the facts.
- The Chair of Governors will (if necessary) conduct an investigation into the points raised in the appeal meeting.
- The Chair of Governors will confirm their findings in writing. The Chair of Governors decision will be final.