



Ravensbury Community School

Organisational Change Policy & Procedures

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Policy Statement

- 1.1 This School recognises the need to remain responsive and flexible to change and to continually improve so as to ensure that pupils receive the best education possible. Minor changes may be achieved consensually whilst more significant changes will require more formal processes.
- 1.2 When services or the provisions of services are significantly altered from the existing establishment this often leads to restructuring which, in turn, may result in changes to the roles and responsibilities of staff, as well as to the number of staff employed.
- 1.3 This School is committed to managing all changes, including those leading to restructuring and/or redundancy in a fair, consistent and legally compliant manner. It is also committed to ensuring an open and transparent approach to change management.
- 1.4 This policy has been developed in support of the above and falls in line with all relevant staffing regulations and statutory provisions of the STPCD

Scope

- 2.1 This policy document applies to all school employees whose employment is under the purview of the Governing Body.
- 2.2 Employees working on seconded jobs in the affected area will normally be excluded from redeployment proposals if their substantive (original) job within the School still exists. However, seconded employees whose substantive job no longer exists will normally be included in the proposals for the new structure.
- 2.3 This policy and procedure does not apply to transfers under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE regulations), for which there are separate, detailed statutory procedures. However, the principles that underpin this policy will apply to any TUPE transfer situation.
- 2.4 This policy document is therefore commended to the Governors of all Schools with the recommendation that it is formally adopted following a period of consultation with those teacher associations and trade unions which it recognises for consultative purposes.

Principles

- 3.1 The School is committed to ensuring that any proposed change programme has been fully approved by the Governing Body and that due consideration has been given to the rationale for change
- 3.2 The School is committed to supporting employees during periods of change and uncertainty and recognises the importance of early and open communication with employees.
- 3.3 The School is committed to ensuring that full and meaningful consultation takes place with employees, and recognised trade union representatives throughout any period of change.
- 3.4 The School is committed to ensuring that any affected employee is aware of their right to be accompanied at every stage in proceedings by their Chosen Companion.
- 3.5 The School is committed to ensuring that change is managed as quickly as is reasonably possible and appropriate to the circumstances. Management will work constructively with employees and trade unions/teaching associations to minimise periods of disruption and uncertainty.
- 3.6 The School is committed to ensuring diversity implications are fully considered and that employees affected by the change are not subject to any unfair or discriminatory treatment.
- 3.7 The School is committed to ensuring, wherever possible, that anticipated or identified reductions in staffing levels are managed through natural wastage, freezes on recruitment, career breaks or secondments, job shares and part time working and/or redeployment within the school.
- 3.8 The School is committed to ensuring a fair and transparent selection process for allocating employees to posts in a newly organised service
- 3.9 The School is committed to retaining employees with the defined competencies and expertise to deliver high quality outcomes for children within the School.
- 3.10 The School is committed to securing suitable alternative employment for those whose employment is deemed at risk of redundancy as a result of the School's organisational change proposals
- 3.11 The School is committed to operating within the framework of this policy. Where this is not possible due to particular and exceptional circumstances the Governing Body will seek agreement from trade union/teacher association

representatives on the most appropriate way forward within the scope and spirit of this policy.

Change Procedures

- 4.1 Proposed changes within the School, which are considered minor in nature, will normally fall within normal management prerogative. In such cases the Headteacher will consider the situation and make a decision about the most appropriate way forward. The Headteacher will consult individually with all affected employees over the proposed changes prior to any final decisions being made or to the change being implemented.
- 4.2 Where more complex change is envisaged one of three formal processes will be implemented, either:-
 - Process A – Managing a Change in Terms and Conditions
 - Process B – Managing a Restructuring
 - Process C – Managing a Redundancy

Preparation and Planning for Change

- 5.1 Changes that impact on a large number of people are likely to be tied in with the School's annual business planning process.
- 5.2 It is generally advocated that a business case is prepared for proposed larger scale changes. The business case will vary according to the nature of change proposed but should include a reference to each of the following:-
 - The current structure, the reasons for change and a description of how the new structure will look
 - How the proposed changes will help the School achieve its corporate and service level aims
 - The cost implications, (including any possible redundancy costs)
 - The potential impact on employees
 - The potential impact on jobs and service delivery
 - How any risks associated with the change will be managed
 - The arrangements for communication, consultation throughout the change process
 - How the proposed changes will be implemented, including a timetable for implementation.

Equality Impact Assessments

- 6.1 When services or the provisions of services are significantly altered from the existing establishment the School will conduct an Equality Impact Assessment. This will highlight any adverse impacts that the proposed changes could have on certain groups of staff and service users and will identify any mitigating actions that could be taken.

Authorisation for Change

- 7.1 Having completed the preparation work the appropriate approvals must be gained in order to proceed with the proposals. If a senior manager has prepared the proposal or business case this may be approved by the Headteacher if they have delegated powers. Otherwise it will be considered by the Governing Body. Once approved in principle, consultation can then begin.

Establishment of Change Committees

- 8.1 Each year the Governing Body will establish two committees and may delegate authority to both committees to oversee and determine outcomes during complex change processes on its behalf. The committees will be referred to as:-
- The Significant Change Committee (SCC)
 - The Change Appeals Committee (CAC)
- 8.2 The committees will usually each consist of three Governors. It is not appropriate for staff governors to be committee members and no one Governor can serve on both committees. The Headteacher may attend any meetings held in an advisory and information giving capacity.
- 8.3 The SCC will have overall responsibility for the change process but will normally delegate responsibility for communication and consultation with employees and/or their representatives to the Headteacher. In the absence of the Headteacher this responsibility would be delegated to the most senior nominated person.
- 8.4 The Headteacher, or senior nominated person on their behalf, will be supported throughout the change process by the Chair of Governors, a member of the SCC, or by another senior manager from within the School.

Communication

- 9.1 Communications are intended to inform all affected employees of the rationale for change, changes proposed and the plan for implementation. It is important to ensure that all employees affected receive such communication, including employees on long term sick leave and maternity leave.

Consultation

- 10.1 The purpose of consultation is to seek the input of employees and trade unions/teacher associations to assist in facilitating change and to reach agreement where practicable. The consultation process enables employees and/or their representatives to comment on proposals, suggest improvements, or alternatives to any proposals and to be given a reasoned response to opinions expressed
- 10.2 Consultation will start at the earliest opportunity and will take place as widely as possible. If redundancies are likely to result from the proposed changes, statutory consultation periods will apply. These stipulate that where:-
- between 20 and 99 employees may be made redundant over a period of up to 90 days, consultation will begin at least 30 days before the first dismissal takes effect; and
 - 100 or more employees may be made redundant over a period of up to 90 days, consultation will begin at least 45 days before the first dismissal takes effect
- 10.3 It should be noted that processes relevant to restructuring such as assimilations and competitive interviews can all take place during the consultation period although any subsequent dismissals will not take effect until the consultation period has expired.

Timetable for Consultation

- 11.1 When deciding upon a timetable for consultation, consideration will be given to the dates of issue of contractual notice periods for teachers, namely the 31st May, 31st October and 28th February.

Collective Consultation

- 12.1 In case where the statutory consultation periods apply the School will consult collectively over the proposed changes.
- 12.2 At the relevant points in the process the Headteacher, together with their designated support, will meet with the trade union/teacher association representatives to consult on:-
- Number and description of all posts affected with proposed job profiles and indicative grades where appropriate
 - The method of allocating any new or revised posts to affected staff;
 - Number of employees who may find themselves at risk of redundancy
 - How dismissals by reason of redundancy will be avoided or reduced and, where this is not possible, how the consequences of such dismissals will be mitigated
- 12.3 In the event that collective consultation has taken place it will not normally be necessary to commence individual consultation until the employee has been provisionally selected for redundancy

Individual Consultation

- 13.1 For most Schools it is unlikely that redundancies will be made on such a large scale therefore the above statutory consultation periods are not likely to apply. However, a minimum of a four week period, should still be allowed for individual consultations with affected employees
- 13.2 Individual consultation meetings are intended to allow an employee the opportunity to express their views, to raise any questions and to discuss and/or identify any alternatives to redundancy. Where relevant, the School should give the employee the opportunity to raise any objections to the basis for their provisional selection, for example by discussing the application of the selection criteria
- 13.3 Individual consultation meetings are also intended to allow the School to ask the employee for any suggestions that they may have to avoid redundancies and should give serious considerations to any suggestions that the employee makes. The School should also take the opportunity to discuss whether or not there is any suitable alternative employment for the employee and explain what support is on offer if redundancy is confirmed, such as a reasonable amount of paid time off to look for new employment. The School should

explain the composition of any redundancy package and how the notice period will operate.

- 13.4 There is no set number of meetings that must be held during the individual consultation process, but it is likely that at least two meetings will be necessary to give the employee the opportunity to consider and respond to the information discussed. It may be necessary for the School to hold further meetings, before redundancy is confirmed, to discuss any issues outstanding from the previous meetings.
- 13.5 In the event that an employee gives notice to leave during the period of consultation, the employee will be regarded as having resigned rather than being made redundant.

Process A – Changing Terms & Conditions

- 14.1 A change to an employee's terms and conditions of employment may relate to one or more of the following:-
- Changes in working hours
 - Changes in pay and benefits
 - Changes in methods of working
- 14.2 In such cases the principles of communication and consultation will apply with a view to reaching agreement to the new terms and conditions wherever practicable.
- 14.3 Following a period of consultation and, in the event that an employee does not agree to a proposed change to their terms and conditions, the School may propose to dismiss the employee with an offer of immediate re-engagement on the new terms and conditions.
- 14.4 In the event that the School proposes a change to terms and conditions of employment that will affect more than 20 staff the statutory consultation periods will come into effect. This is because the definition of "redundancy" covers dismissal for any reason not related to the individual, which includes the situation where the School proposes to dismiss (and offer re-engagement to) employees who do not agree to a proposed change to their terms and conditions of employment.

Process B - Managing a Restructuring

- 15.1 In accordance with the statutory STPCD (which is renewed annually) and the associated Guidance, the relevant Body (i.e. the Governing Body) should review its staffing structure from time to time to ensure that it remains relevant to the needs of the school.
- 15.2 The review must be conducted with a view to ensuring that the management and deployment of all staff and the allocation of responsibilities and duties is effective and focused on raising standards.
- 15.3 In the event that significant changes are proposed to the existing structure the principles of communication and consultation will apply and the following approaches to restructuring will be considered:-

Assimilation

- 16.1 The Headteacher, together with their designated support, will need to determine whether any matches exist between positions in the old structure and positions in the new structure. A match will occur where the new position is of the same grade, position and largely comparable in terms of job content.
- 16.2 Where such matches exist, and the number of positions remains the same, employees will be automatically assimilated into the new positions without an assessment process or trial period, (see para 23, entitled "Trial Periods.")

Job Matching

- 17.1 In some cases it may be appropriate to match employees to new positions without the need to apply the full redundancy and redeployment procedures.
- 17.2 Matching is likely to arise where
 - There is at least a 80% match between the essential requirements of the existing job profile and the job profile in the new structure; and
 - The job in the new structure is at the same grade as the existing job; and
 - There is no reduction in the number of jobs
- 17.3 Specific matching proposals should be discussed with a view to reaching agreement in each case with the affected employee and/or their trade union/teacher association representative.

Competitive Assimilation

- 18.1 Competitive assimilation is where there is a job match but there are more eligible employees than jobs available. Selection in these circumstances is by competitive interview between employees with assimilation rights. An appointment must be made to all positions as a result of this exercise.
- 18.2 The School will ensure that the selection criteria are objective and non-discriminatory, and that they are applied fairly.
- 18.3 In cases where appointments are made by means of competitive assimilation then there will be no entitlement to a trial period, (see para 23, entitled "Trial Periods.")

Suitable Alternative Positions

- 19.1 In the event that no such matches exist between positions in the old structure and positions in the new structure, the employee will become displaced and every effort should be made to secure them a suitable alternative position.
- 19.2 For a position to be considered "suitable" it needs to be on
 - The same or substantially equivalent terms and conditions of those of the employee's old position where capacity, status and location is also largely equivalent
 - The equivalent pay and pay grade or, alternatively, one grade lower with the appropriate pay protection
- 19.3 Displaced employees who are pregnant or on maternity or adoption leave have a separate legal entitlement. They are a protected group and should be offered any suitable alternative position prior to it being offered to any other employee. All such offers should be made in writing without any need for an application or subsequent selection process.
- 19.4 If an offer of suitable alternative employment is made to an employee, but the employee unreasonably refuses to accept it, the employee may lose their right to a statutory redundancy payment.
- 19.5 However, if it is accepted that the alternative employment offered is not entirely suitable for the employee and/or the employee's refusal of the offer is reasonable in the circumstances, they will be treated as having been dismissed by reason of redundancy on the date that their original job came to an end. In these circumstances, the employee will retain the right to a statutory redundancy payment.

Ring-fenced Interview

- 20.1 This occurs when the essential requirements of the new and old job do not match but there are similarities in the new job, sufficient to be considered a suitable alternative position.
- 20.2 In such cases, and assuming that there are fewer such jobs than employees affected, all employees within the affected group will be ring-fenced for positions.
- 20.3 These employees will then be subject to a selection process to assess their suitability for the position. However, there is no automatic right to appointment into position.
- 20.4 Any employees assessed as suitable for the position will be appointed and will be entitled to a four week trial period.
- 20.5 In the event that there are positions left vacant following completion of this process, they will be advertised to all at risk employees in the normal way.

Competitive Interview

- 21.1 Where there are positions created in the new structure that cannot be considered as suitable alternatives to any existing positions they will be advertised and any interested employees displaced by the restructuring will be considered as a priority.
- 21.2 Such employees will be required to participate in a selection process to assess their suitability for the position. They should be advised that besides relevant skills, experience and qualifications, their current employment record will, where appropriate, be taken into account.
- 21.3 There is no automatic entitlement to appointment into role, but where an employee is assessed as suitable for the position they will be appointed and will be entitled to a four week trial period, (see para 23, entitled "Trial Periods.")
- 21.4 In the event that there are positions left vacant following completion of this process, consideration will be given to all other internal and external applicants.

Appointment to a Suitable Alternative Position

- 22.1 Once the relevant processes, as outlined above, have been completed and the new structure has, as far as possible, been populated then the Headteacher, or their designated support, should write to each employee letting them know the outcome as it affects them.
- 22.2 Where employees have been successful in obtaining a substantive position in the new structure they will be issued with a revised contract of employment that reflects their new terms and conditions of employment. A signed copy of the revised contract of employment should be placed on the employee's personnel file together with any other relevant documentation relating to the restructuring process.

Trial Period

- 23.1 Where alternative employment is offered and accepted in a restructuring and/or redundancy situation, it is the School's policy to operate a trial period for four weeks in the new position during which the employee will remain on their existing terms and conditions.
- 23.2 The trial period can be extended by agreement to a maximum of 13 weeks for the purpose of retraining only. Any such agreement should
- Be by written agreement before the start of the trial period.
 - Set out the date on which the retraining period will end
 - Set out the Terms and Conditions that will apply to the employee at the end of the retraining period
- 23.3 The trial period is a statutory provision enabling both the employee and the School to assess whether or not the position is genuinely suitable for the employee. The School will arrange a review meeting with the employee towards the end of the trial period to discuss whether or not the new position is in fact suitable for them, taking into account how the employee has performed, the amount of training required (if any) and any other relevant factors. If it is established that the position is not objectively suitable for the employee, their employment will be terminated. Management reserves the right to make the final decision on this matter, although the views of the employee will be taken into account.
- 23.4 In the event that the position is deemed objectively suitable for the employee they will, at the end of the trial period, transfer onto the new terms and

conditions associated with the position. If the position attracts a higher salary back pay will be given for the duration of the trial period.

- 23.5 In the event that the position is not deemed objectively suitable for the employee the School will terminate the employee's employment at the end of the trial period. The employee will retain the right to a statutory redundancy payment. The relevant date for the purposes of calculating redundancy pay in these circumstances will be the date on which the employee's original job ended (and not the date that marked the end of the trial period).

Pay Protection

- 24.1 Where an employee obtains a substantive position in the new structure that is one grade lower than their current role then their basic pay will be protected for a period of up to 12 months or until their new salary has caught up, whichever occurs sooner.
- 24.2 Job specific payments will not be protected unless they are applicable to the new position. Protected pay is not subject to pay awards or increments and will be protected to a maximum of one pay band only.

No Appointment to a Suitable Alternative Position

- 25.1 Where employees are unsuccessful in obtaining a substantive position in the new structure they will be given formal notice of redundancy.
- 25.2 Likewise, if the trial period is unsuccessful, the employee will return to the pre-trial period situation and will be given formal notice of redundancy.
- 25.3 Any employees who have been given formal notice of redundancy will automatically be placed on the redeployment register, (see para 26, entitled "Redeployment.")
- 25.4 In addition, any employees who have been given formal notice of redundancy will have the right of appeal against the decision to make them redundant and should follow the procedures laid down in para 33 entitled "Right of Appeal."

Redeployment

- 26.1 The employee may be asked to provide information relevant to a redeployment search immediately at the point that they are given formal notice of redundancy or earlier wherever possible.

- 26.2 Employees under formal notice of redundancy will be placed on the redeployment register for a period of up to 12 weeks (depending on their contractual notice entitlement) or on the expiry of any statutory consultation period, whichever is the later.
- 26.3 The School will make every effort to redeploy to suitable alternative work all employees on the redeployment register. Such employees will be informed of all available vacancies in the School and will be given an opportunity to discuss with their line manager which vacancies are likely to be suitable for them. While priority will be given wherever possible to employees on the redeployment register, the School reserves the right to select the best available candidate in relation to any given vacancy.
- 26.4 All employees on the redeployment register are eligible to continue applying for vacant positions throughout their contractual notice period. However for substantially different roles the employee should be able to demonstrate that they will be able to acquire any necessary new skills to undertake their duties within a maximum of 13 weeks with structured training and development.
- 26.5 Any offer of redeployment must be made before a redundancy dismissal takes effect, and must start no later than 4 weeks after the previous job has ended. Where an employee's last day of service is on a Friday, Saturday or Sunday, the contract is treated as terminating the following Monday.
- 26.6 The employee may be offered redeployment into a temporary position, where it is desirable to retain the individual in employment for a period of time. Temporary positions will not normally be considered as a suitable alternative position and employees who refuse an offer of a temporary position will not normally lose their entitlement to a redundancy payment. Where accepted, arrangements for funding any subsequent or increased redundancy payment must be agreed in advance.

Process C – Managing a Redundancy

- 27.1 An employee may be considered redundant if the Governing Body has:-
- Closed or intends to close the school where the employee is employed
 - Ceased or intends to cease the particular kind of work for which the employee is employed
 - Reduced, (or intends on reducing) the number of posts in the school establishment
- 27.2 Situations which may result in the need for redundancies may include:-
- School closure/amalgamation

- Falling rolls
- Amalgamation or close of facilities/departments
- Budgetary problems
- A change in the demand from certain subject areas or job requirements
- Reorganisation of management or departmental structures

Information & Notifications

28.1 In redundancy situations where statutory consultation periods apply, written information must be provided to the trade unions/teacher associations in the form of a Section 188 letter. This letter will be compiled by the Governing Body in consultation with a representative from One Education's HR & People team and will include:-

- The reasons for the proposals
- The number of and positions held by employees who are potentially redundant
- The total number of employees of that description employed at the School
- The proposed method of selecting employees for redundancy
- The proposed method of carrying out the dismissals including the period over which the dismissals are to take effect; and
- The proposed method of calculating the amount of any redundancy payments
- The proposals for avoiding compulsory redundancies

28.2 The issuing of this letter will mark the start of the formal consultation period, and should be sent when the possibility of redundancies is a proposal, not a final decision

28.3 When statutory consultation periods apply, there is also a duty to give the BIS the same amount of notice of proposed redundancies by the completion of a Form HR1, which is available on the BIS website.

28.4 A copy of the completed form will be sent by HR to the trade unions/teacher associations together with the section 188 letter.

Voluntary Redundancy

29.1 In order to minimise the need for compulsory redundancies, the School may invite requests from employees for voluntary redundancy.

- 29.2 Invitations to volunteer for redundancy will be communicated to the relevant employees by letter. The opportunity to volunteer for redundancy will be available for a defined period and the letter will clearly state the closing date for applications. An application form will be provided for employees to use if they wish to apply for voluntary redundancy.
- 29.3 Employees who choose to apply for voluntary redundancy are not guaranteed to have their application accepted. Management reserves absolute discretion to decide whether or not to accept any individual application for redundancy. The decision as to whether or not to accept a particular application will depend on the School's need to retain the types of knowledge and skills that are believed to be essential to meet its future business aims, the need to retain a balance of people with different skills, and the overall situation at the time. Management's decision on whether or not to accept or reject any particular application is final.
- 29.4 Where an employee's application for voluntary redundancy is accepted, the employee will be notified of this in writing as soon as possible after the closing date for applications. Thereafter a meeting will be set up with the employee to discuss and agree the timing of their redundancy and to confirm entitlement to notice, final pay and benefits, and redundancy pay.
- 29.5 Employees who volunteer for redundancy will be entitled to statutory redundancy pay in the same way as employees who are made compulsorily redundant.
- 29.6 At the School's discretion, employees who volunteer and are accepted for redundancy may be offered a termination settlement that is higher than the level of redundancy pay payable to employees who are selected compulsorily. If this is the case, the School will publish details of the proposed financial terms that will be offered at the time invitations to volunteer are communicated.

Selection Pools

- 30.1 The School will identify how many roles are at risk of redundancy and will determine a pool from which employees will be selected for redundancy.
- 30.2 The School will ensure that the pool for selection has been fairly defined. The pool will normally consist of employees who carry out the same, or similar, work and perform jobs that are interchangeable, whether or not in the same department.

- 30.3 In certain circumstances, it will not be appropriate to determine a pool from which to select employees for redundancy, for example where there is only one employee whose role is affected or where the School is closing down.

Selection criteria

- 31.1 If the need for redundancies arises, selection for redundancy will be made on the basis of objective criteria that will be reasonably, fairly and consistently applied. Examples of criteria that may be used are: performance, skills, qualifications, type of experience, attendance records, disciplinary records and other criteria that are capable of being objectively applied.
- 31.2 If attendance records are used as a basis for selection, the School will not take account of absences due to pregnancy, maternity, other family-friendly leave or disability.

Application of selection criteria

- 32.1 The School will use a redundancy selection matrix to score each employee. The matrix will set out the criteria against which employees will be assessed in a clear and transparent manner. It will set out the scoring ranges and how much weight or importance the School attaches to each criterion.
- 32.2 The School will score employees against the selection criteria by considering documentary evidence or other knowledge obtained about the employee. Employees will not be scored by comparing them against each other.
- 32.3 The School will not apply the selection criteria in a discriminatory manner, for example on the basis of part-time status, pregnancy or maternity leave. If an employee within the pool for selection is disabled, the organisation will make reasonable adjustments to the selection procedure to remove any disadvantage that the disabled employee would otherwise face.
- 32.4 Once the School has scored employees, it will make a provisional selection for redundancy. Employees who have been provisionally selected for redundancy will be provided with a copy of their completed redundancy matrix, showing how they scored against each criterion and their overall score, for the purpose of reviewing the completed redundancy matrix.
- 32.5 Employees will be invited to attend individual consultation meetings to discuss how their score was arrived at. They will be able to raise any concerns, objections or challenges about their score and raise any other matters that they see fit about the redundancy situation. Employees will be permitted to be

accompanied to the meetings by their Chosen Companion. The School will give serious consideration to any comments raised by the employee and/or their Chosen Companion, but the ultimate decision on selection will be the School's.

- 32.6 Following the individual consultation meetings, the School will inform the employee of its decision, either to issue them with formal notice of redundancy or to withdraw the provisional selection for redundancy.
- 32.3 In the event that the School does issue an employee with formal notice of redundancy such notice may be withdrawn in order to offer re-engagement or redeployment.

Right of Appeal

- 33.1 An employee who has been issued with formal notice of redundancy selected for redundancy and is dissatisfied with the way in which the organisation has applied the selection criteria, or who believes that they have been unfairly disadvantaged by the selection criteria or have not been given a fair opportunity to put forward representations, can appeal against the decision.
- 33.2 An employee who has been informed that they are to be made redundant may appeal against the decision by notifying their line manager that they wish to do so. The appeal should be lodged within five working days of the formal notice of redundancy being given.
- 33.3 The CAC will hear the appeal and the employee, their Chosen Companion, and the Headteacher, or their designated support will all be invited to attend. Following a review of any representations made the CAC will consider the whole process and determine whether or not to uphold the appeal or confirm the redundancy.
- 33.4 The outcome of the redundancy appeal hearing will be communicated to the employee in writing within five working days of the appeal hearing. The decision of the appeal hearing will be final.

Time off Work

- 34.1 An employee who has been issued with formal notice of redundancy 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 follow normal processes for notifying their manager of planned time-off and proof of interviews/appointments may be requested

Activity During Notice Periods

- 35.1 Employees will normally remain at work during their notice periods. The School reserves the right to ask employees to carry out alternative duties during their notice period and this may be for a different part of the School. Typically, this will be required where a position is redundant but the employee's notice has not yet expired.
- 35.2 Alternatively and, in some circumstances, the School may agree for an employee to leave with pay in lieu of the notice period where it is in the interests of both parties.
- 35.3 The School also reserves the right to request that employees do not attend work during their notice period but to be on call should their services be required.
- 35.4 In the event that an employee requests to leave prior to the expiry of their notice period (even though there may be a possibility of redeployment), they will not be entitled to receive pay in lieu of the remaining period.
- 35.5 In the event that an employee leaves prior to the expiry of their notice period, and without the School's consent, they may forfeit their right to a redundancy payment.

Redundancy Payments

- 36.1 Employees who are dismissed for redundancy and who have a minimum of two years' continuous service with the organisation will normally be entitled to be paid statutory redundancy pay, which is calculated according to the individual employee's age, length of service and gross weekly pay subject to a statutory maximum, (see Appendix 4)
- 36.2 It should be noted that breaks due to sickness, maternity leave, parental leave, temporary lay-off and holiday, provided the contract continues throughout, do not constitute a break in service.

Enhanced Redundancy Payments

- 37.1 Entirely on a discretionary basis, the School may also offer an enhanced redundancy payment that is based on the statutory redundancy payment calculation. Such discretionary enhanced redundancy payments can be made to employees who:

- are entitled to receive a statutory redundancy payment;
- are excluded from receiving a statutory redundancy payment by virtue of having less than two years' continuous employment with the organisation; or
- have voluntarily agreed to the termination of their employment where, had they been dismissed, the dismissal would have been by reason of redundancy.

37.2 Redundancy payments paid by the School may therefore comprise:

- the required element: which is the statutory redundancy payment; and
- the discretionary element: which provides for a discretionary enhanced redundancy payment.

37.3 Enhanced redundancy payments are paid wholly at the discretion of the School and there is no contractual right for an employee to receive an enhanced redundancy payment at any time, irrespective of whether or not enhanced redundancy payments have been paid to other redundant employees on previous occasions.

37.4 Where the School exercises its discretion in an employee's favour, the permitted options for enhanced redundancy payments are as follows:

- treating a week's pay as being uncapped or subject to a maximum amount above the statutory limit
- multiplying the appropriate amount allowed for each year of employment by a figure of more than one
- adding a multiple of more than one to the total redundancy payment

Pensions & Premature Retirement

Teachers

38.1 Teachers who are 55 years or over at the point that their redundancy dismissal takes effect are eligible for premature retirement. However whilst they may be eligible for premature retirement this is a discretionary matter for the School to decide and there is no automatic entitlement to it.

38.2 Once teachers reach the age of 60 they are entitled to receive their pension benefits.

Support Staff

- 39.1 Support staff that are 55 years or over at the point that their redundancy dismissal takes effect will be entitled to pension benefits immediately and will also be eligible for a redundancy payment.

Post Implementation Review

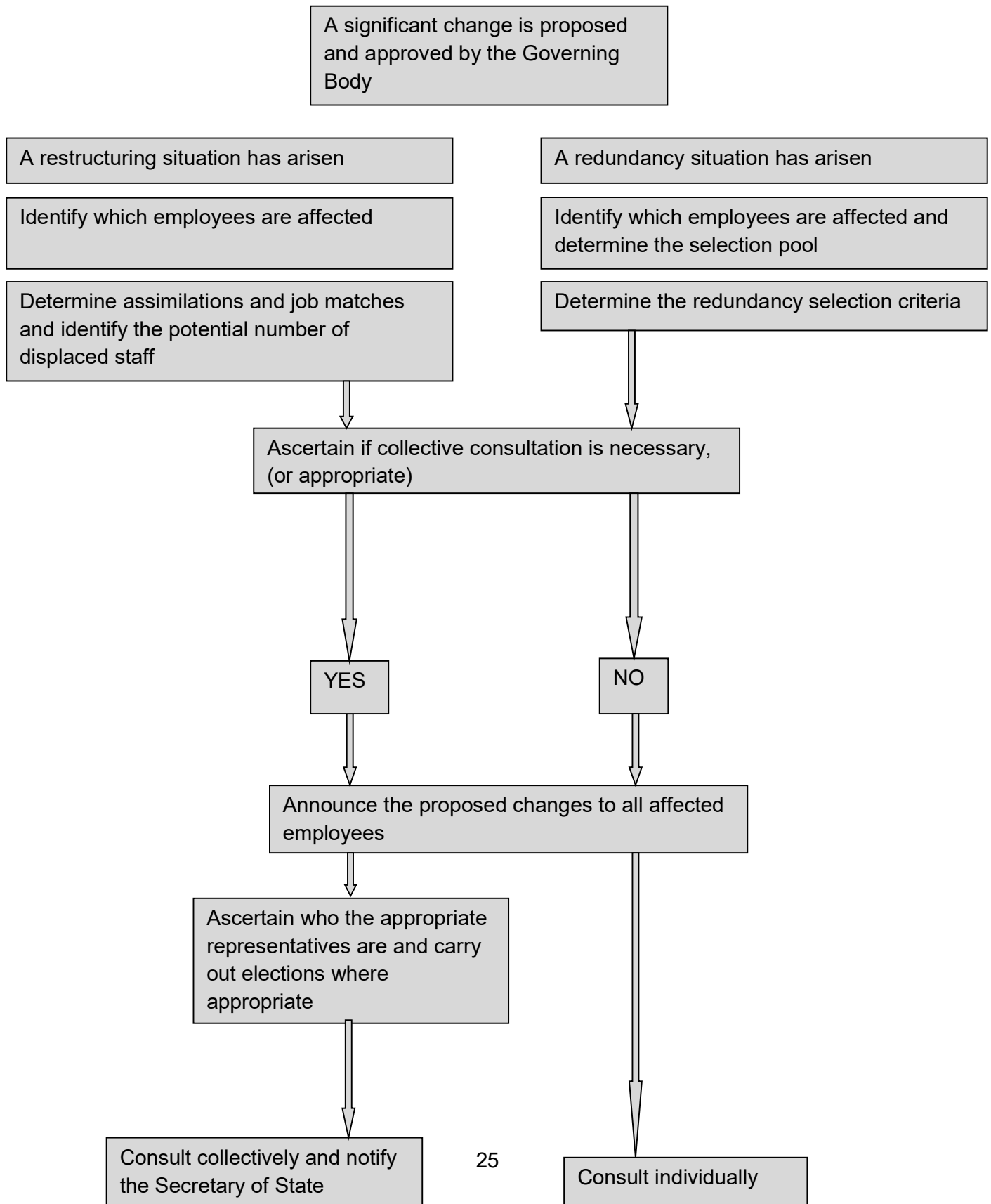
- 40.1 Following conclusion of any change proceedings it is recommended to undertake a review of the process in order to capture any learning. Any such learning should be fed back into the planning process to inform any future change management projects or programmes.

Definitions

- 1.1 This policy may be adopted then applied in academies, community schools, voluntary aided schools, voluntary controlled schools and free schools. The term “School” in this policy is used to describe any school to which the policy applies.
- 1.2 All references to "Affected employees" refer to employees who may be directly affected by the change proposals (i.e. by being in the relevant redundancy selection pools) or employees who will be indirectly affected (for example, employees who remain in employment but who may be affected by any subsequent reorganisation or change to terms and conditions).
- 1.3 All references to the “Governing Body” or to “the Governors” refer to the Governing Body or Governors of the School. In respect of academies, references to the “Governing Body” should be read to mean the Board of Directors or the Directors of the academy trust company.
- 1.4 All references to the “Headteacher” refer to the Headteacher of the school or the Principal of the academy/free school.
- 1.5 All references to the “Chosen Companion” refer to the person chosen by the affected employee to accompany them to any formal meetings held under the terms of this policy. This may be a friend, representative of their trade union/teacher association or a colleague from within the School.
- 1.6 All references to the “SCC” refer to the Significant Change Committee, a body comprising of three Governors, which has overall responsibility for the change process.
- 1.7 All references to “CAC” refer to the Change Appeal Committee, a body comprising of three Governors who have not previously been appointed members of the SCC. This body is responsible for hearing any appeals brought under the terms of this policy and for determining their outcome.
- 1.8 All references to the “STPCD” refer to School Teachers Pay and Conditions Document, an annually published document which forms a part of the Contract of Employment of all Teachers and Headteachers in maintained Schools in England and Wales, and those academies which have adopted the national scheme for the purposes of pay and condition of employment.
- 1.9 All references to the “BIS” refer to the Department for Business Innovation & Skills.

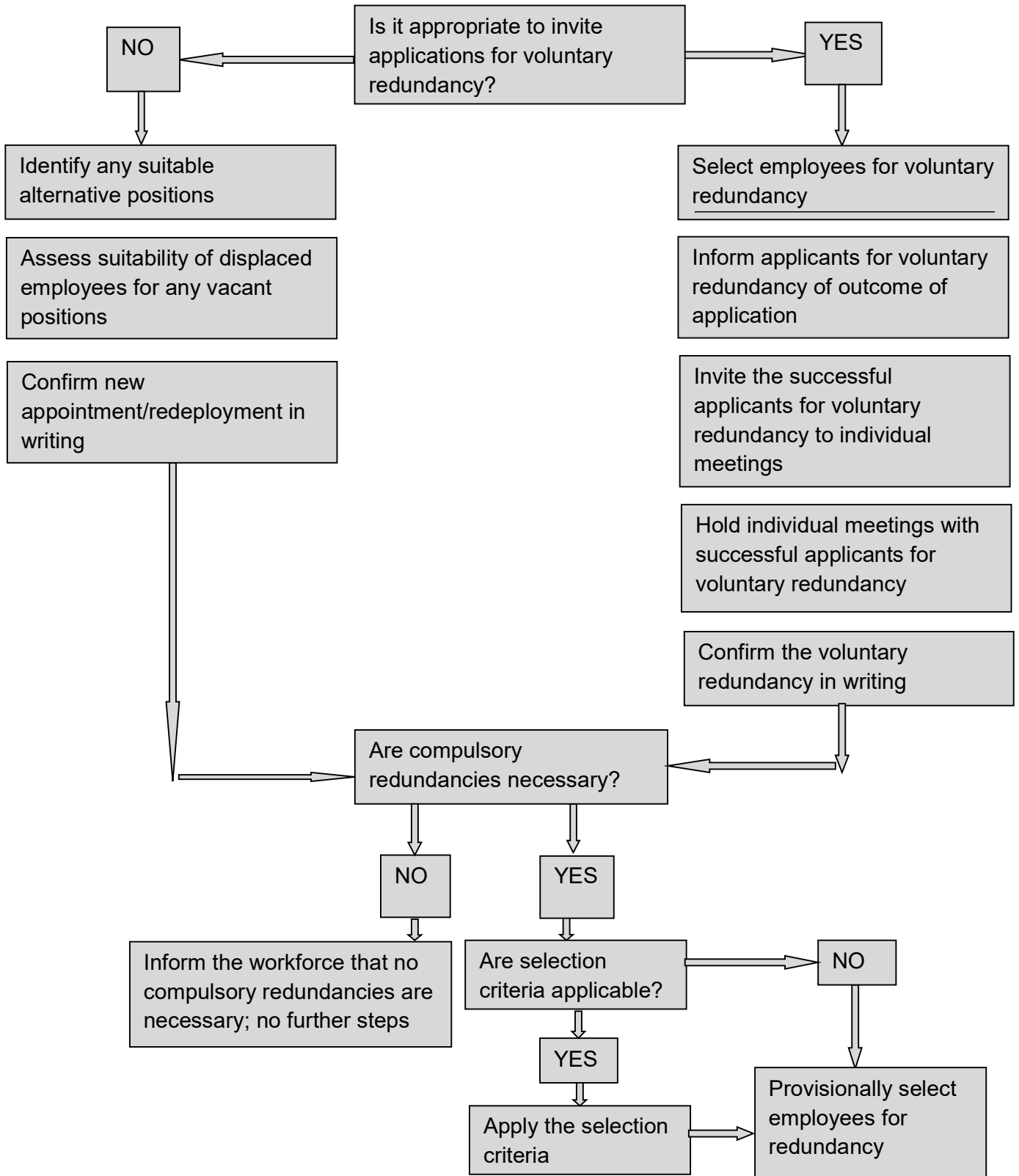
Appendix 1

Flowchart - Process of Communication & Consultation



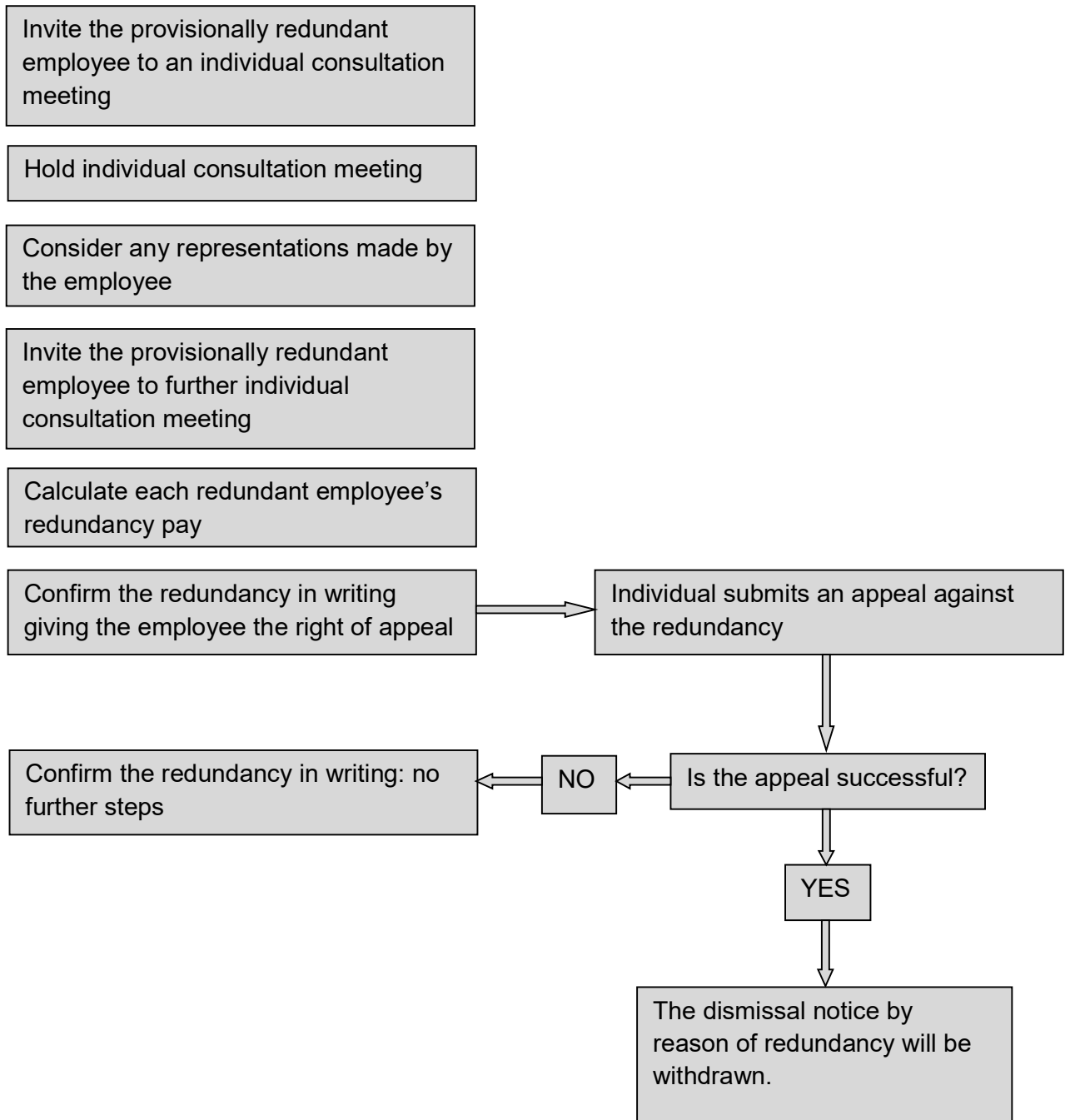
Appendix 2

Flowchart - Process of Mitigation



Appendix 3

Flowchart - Process of Notification of Redundancy



Appendix 4 - Redundancy Pay Calculator

		Years Service																		
		2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Age in Years	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	

