



Management of Change Policy and Procedure

Policy in effect from: September 2023

Review Date: September 2025



Introduction

Mighty Oaks Academy Trust regards its employees as its most valuable asset.

It is our responsibility to review our staffing structures from time to time to ensure they remain relevant to our needs within the constraints of set budgets.

We must be able to respond to the need for managing change.

This policy sets out how we will approach and manage organisational change. There is a separate Redundancy Procedure to be used where applicable.

This Policy and Procedure covers:

- The Management of Change Process including consultation and notice requirements.
- Alternatives to redundancy
- “Slotting in” arrangements
- Pay Protection/Salary Safeguarding
- Support for employees

1 Scope

This policy and procedure applies to all employees that are directly employed by the Mighty Oaks Academy Trust, including those on fixed term or temporary contracts of employment.

It applies to all change proposals that have an impact on individuals employment and or/terms and conditions of employment, this includes;

- Re-Organisations
- Reductions in the workforce
- Changes to terms and conditions of employment (including pay & allowances)
- Transfer of employment under TUPE legislation (The Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations – for example, in respect of academy conversions and federations, and changes to service contracts.

This policy **does not** apply in the following circumstances:

- Where new posts are created
- There are changes to line management only
- Minor changes are proposed to roles or to employees’ job descriptions
- In respect of ending fixed term contracts outside of any change process.

2 Principles

- Security before opportunity – this refers to ensuring where possible the securing of a post within the structure of a similar level, responsibility and grade.
- Where appropriate, posts will be advertised and/ring fenced internally for existing employees before being advertised externally.

- Parity of treatment – we will ensure that employees are treated equitably and fairly
- We will complete the appointment/selection process as soon as possible, to minimise uncertainty caused to employees
- We will provide written reasons for non-appointment to roles or for selection for redundancy.
- There will be meaningful consultation with employees and trade unions regarding the proposals and any selection process

3 Alternatives to Redundancy

Where there are potential redundancies the following alternatives to redundancy will be considered; either before any formal launch of change proposals or during the consultation period.

- Voluntary Redundancy
 - In most cases, the opportunity to apply for voluntary redundancy will only be offered to employees who are in a 'pool', in situations where a reduction of jobs within the 'pool' is being sought.
 - However, in some instances, volunteers for redundancy may be invited more generally across the whole Mighty Oaks Academy Trust.
 - There is no right to voluntary redundancy. It is a request which may be accepted depending on whether the post is required, whether the skills need to be retained or whether there is a significant financial cost to the School.
 - A request for voluntary redundancy must be submitted in writing.
 - Applications for Voluntary Redundancy will be considered on the basis of the need to retain appropriate mix of skills, aptitude and experience.
 - Redundancy pay in a voluntary situation will be exactly the same as that applying to compulsory redundancies.
- Other considerations:
 - Retraining or transfer of employees to other duties
 - Voluntary reduction in hours or job share
 - Phased retirement for Teachers' Pension Scheme or flexible retirement for Local Government Pension Scheme members, Natural turnover
 - Suitable alternative opportunities/redeployment to other posts across the Trust, including other Academy locations.

Any considerations that have a financial cost implication will need to be affordable.

4 Management of Change Procedure

5.1 Agreement of Proposals

The Head of School will discuss and agree relevant proposals for change with the Executive Lead / CEO prior to commencing any change process, the following will be taken into account (this is not an exhaustive list):

- The School Improvement Plan, including the priorities and vision for the school, the findings from any relevant Ofsted reports, school self-evaluations, and the views of all stakeholders
- Any external commitments that the school has that impacts on the use and employment of staff such as outreach work, agreement on jointly staffed projects with other schools in a

partnership/across the Trust's family of schools or shared appointments across a number of schools

- Curriculum changes
- Operational reasons
- The schools' financial circumstances
- Legal requirements
- Government initiatives

5.2 Proposal Documentation

A proposal will be drafted to share with Trade Unions and employees and this will include the following:

- A timeline for consultation and any selection processes
- The purpose/rationale for the change
- The specifics of the proposed change: including:
 - The proposed organisation structures alongside the existing structure or the proposed change against the current situation
 - Draft new job descriptions and person specifications.
 - Any "measures" proposed by the new employer in respect of transfer of employment process under TUPE.
- The numbers and descriptions of employees it is, or may be, proposed to be dismissed as redundant or those directly impacted by the change
- The proposed selection process (see The Redundancy Procedure Paragraph 2) and a draft of the proposed selection matrix (if applicable)
- Who are applications for Voluntary Redundancy invited from (just the "pool" of affected staff or more widely)
- Employees who are proposed to "slot in" (see Paragraph 5) to posts within the new structure.
- A copy of this policy, and the Redundancy Procedure (if applicable).
- Information and support that is available to employees.

This may be in the form of a detailed report or a letter; this will be dependent on the complexity of the change.

5.3 Consultation

5.3.1 Principles

It is recognised that consultation with employees and the recognised Trade Unions is essential in any managing change process.

Consultation involves exchanging views and receiving feedback on the proposals from employees and the Trade Unions, and for us to consider the feedback in a meaningful way.

5.3.2 Timescales

This will vary depending on the size and complexity of the change / reduction. There are no legal timeframes for changes which may result in up to 20 employees being made redundant.

However, we commit to:

- a minimum of 7 days consultation for up to 20 employees
- Up to a maximum of 30 days consultation for more complex changes and where greater numbers of employees are potentially being put at risk of redundancy.

Statutory timescales will be observed where a greater number of employees may be made redundant:

- 30 days consultation for 20-99 employees
- 45 days consultation for 100+ employees

5.3.3 Consultation Process

Employees and Trade Unions will be invited to a meeting where the proposals are shared, this would mark the start of consultation in most cases; 7 calendar days notice of this meeting will be given.

However, in some cases where timescales are limited this invite letter will mark the start of consultation, to ensure this consultation is meaningful the full proposal document should be sent with this letter.

All affected employees will be consulted with both collectively and individually. At least one individual meeting will take place with those employees directly affected.

The purpose of these individual meetings is to ensure that individuals are:

- Aware of the situation, including timescales, the agreed procedure and any subsequent agreement reached with the trade unions
- Given the opportunity to suggest practical alternatives to redundancy
- Given the opportunity to make representation about their own position

Affected employees who are absent from work will also be consulted. There will be due regard to the individual circumstances in considering how best to communicate with absent employees.

Written representations received during consultation will be replied to promptly, in writing, queries of a personal nature will only be shared with the individual concerned.

Close of Consultation

Once consultation has closed, consideration will be given to the comments, queries and suggestions made by employees and trade unions and whether they can be accepted or not and what impact this has on the proposed structure/change.

Consideration will also be given to any suggested changes to working patterns and/or voluntary redundancy requests if relevant in this case.

After full consideration and with Trustees approval, the following will be confirmed and shared with employees:

- The final structure and confirmation of any “slot in” arrangements

- Criteria for redundancy selection
- Changes to Job descriptions
- Recruitment Process and Timelines (if applicable)
- Confirmation of any pay protection/salary safeguarding arrangements (if applicable at this stage)
- Confirmation of the change to terms and conditions.
- Confirmation of the specific arrangements in relation to the transfer of employment and any measures, and;
- Confirmation of the implementation date

If applicable, those employees who have applied for Voluntary Redundancy will be informed of the decision in advance of the wider communication outlined above.

5.4 Implementation Phase

Directly affected employees will be met with either collectively or individually (as appropriate) to confirm the impact of the change on them specifically and any formal notice of the change (if required) will be issued at this meeting. This meeting will be followed up with a letter within 7 calendar days (other than in cases where redundancy selection is the next stage).

Those whose application for Voluntary Redundancy have been approved will be issued with required notice in writing along with details of any redundancy payments due.

In cases of redundancy our **Redundancy Procedure** will now be followed.

6. “Slotting in” arrangements

“Slotting in” is the term used when an employee is matched to a post in the new structure.

This is where the new and the existing post is fundamentally the same (this will normally be the case where the duties and responsibilities in the new post’s job description are substantially similar to those contained in the old post’s job description).

“Slotting in” will **usually** be possible where all of the following apply:

- The employee meets the basic person specification
- The new job description has broadly similar duties and responsibilities to the employee’s existing job description
- The grade of the new post is broadly similar to the employee’s existing grade, as set out in the Slottable Grade Ranges (Appendix 2)
- The post is of similar organisation level, i.e. there is no more than one hierarchical level difference.
- There is only one person in the school that meets the above criteria for each post.

New posts will be ring fenced in the first instance to existing employees. Where there are a greater number of employees ring fenced to a smaller number of posts, there will be a selection process which will be confirmed as part of the consultation process.

Where employees are ring fenced against more than one post, every attempt will be made to consolidate the recruitment process unless the posts are significantly different.

In these cases the employee will be expected to confirm which post they will take up within 7 calendar days of the offer.

7. Pay Protection/Salary Safeguarding Arrangements

Pay protection/Salary Safeguarding will apply where, as a result of change, there is a difference in the grade of the role and for support staff, is in line with the pay protection bands set out in Appendix 2.

Pay protection/Salary Safeguarding will only apply at the school where protection was given. Protection will cease where the combined salary and allowance is equal to or exceeds the combined value of a previous salary and protected/safeguarded sum.

Pay protection will not apply where there is a decrease in hours/weeks worked per year.

Teaching Staff

Pay protection of teachers' salaries will be in line with School Teachers' Pay & Conditions, this currently allows for a period of 3 years of salary safeguarding.

Support Staff

Support staff employed are entitled to 5 years pay protection.

8. Support for Employees

We will provide all affected employees with detailed information on the range of support that is available for them at the commencement of the consultation process.

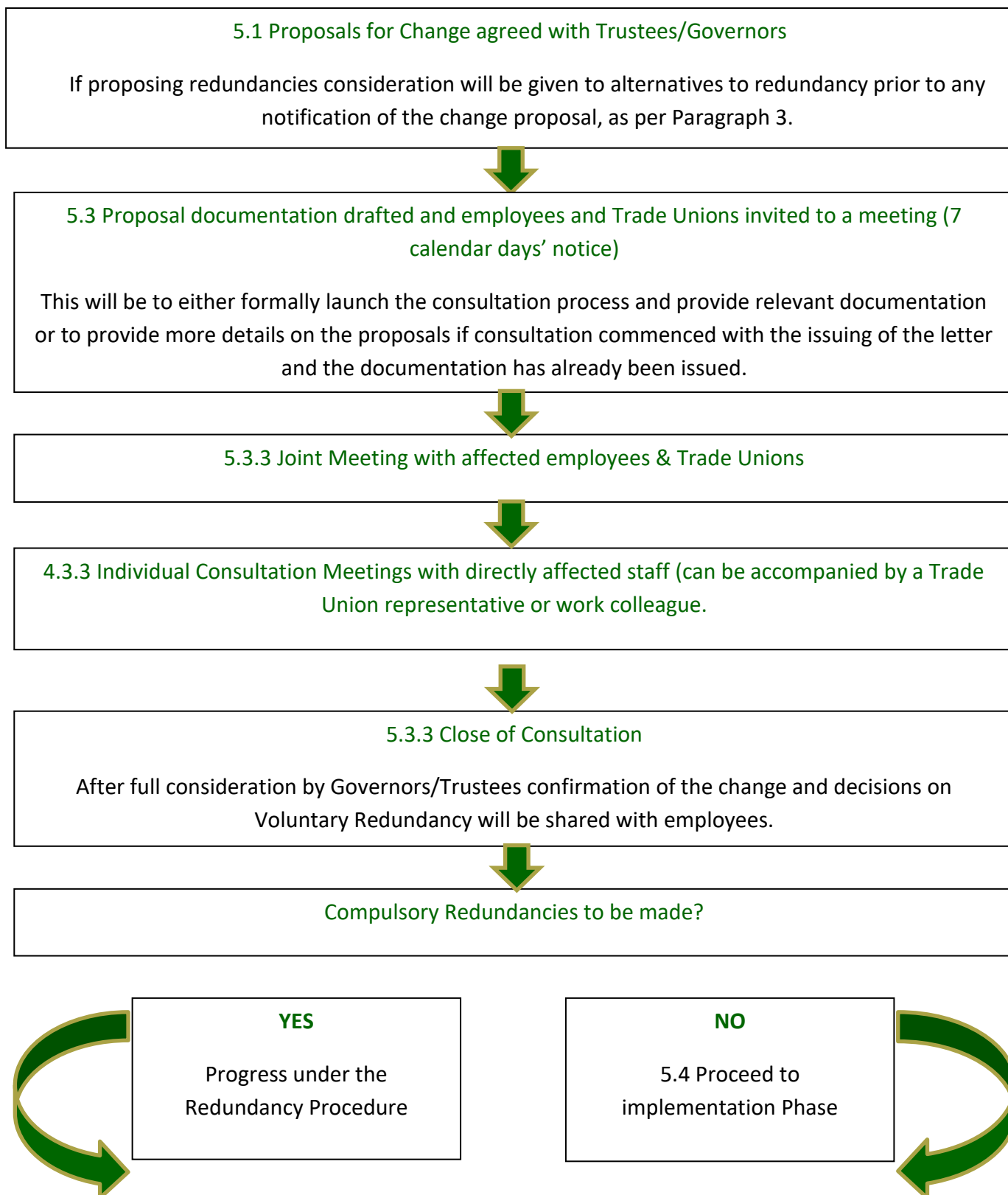
A brief summary of support is set out below:

- Informal confidential discussions - There will be opportunities throughout the process for employees to talk to the Head of School confidentially about any concerns and issues regarding the proposals and confirmed structure.
- Employee Assistance Programme - We provide a Confidential Counselling Service for all employees. This is provided through Health Assured and is accessible via a free 24 hour confidential helpline - 0800 783 2808.

In addition Teachers have access to the Teacher Support Line on 08000 562 561 which offers telephone information, support and counselling for all teachers including trainees. Staffed by trained counsellors with education expertise the service is 24 hour, free and confidential.

Appendix 1 - Management of Change Policy & Procedure

Management of Change Procedure Flow Chart



Appendix 2 - Management of Change Policy & Procedure

Support Staff

Possible 'Slot in' Grade Ranges for Support Staff from 1.4.2019

Substantive Grade (including any honoraria given for permanent change in duties and responsibilities)	Lowest Grade for Potential Slotting In:	Highest Grade for Potential Slotting In:
Scale 1 (1-3)	Scale 1	Scale 3
Scale 2 (3-4)	Scale 1	Scale 3
Scale 3 (5-6)	Scale 1	Scale 4
Scale 4 (7-11)	Scale 2	Scale 5
Scale 5 (13-17)	Scale 3	Scale 6
Scale 6 (18-22)	Scale 4	SO1
SO1 (23-25)	Scale 6	SO2
SO2 (26-28)	SO1	PO2
PO1 (27-30)	SO2	PO4
PO2 (28-31)	SO2	PO5
PO3 (29-32)	SO2	PO6
PO4 (30-33)	PO1	PO7
PO5 (31-34)	PO1	PO8
PO6 (32-35)	PO2	PO9
PO7 (33-36)	PO3	PO10
PO8 (34-37)	PO4	PO11
PO9 (35-38)	PO5	PO12
PO10 (36-39)	PO6	PO13
PO11 (37-40)	PO7	PO14
PO12 (38-41)	PO8	PO15

Substantive Grade (including any honoraria given for permanent change in duties and responsibilities)	Lowest Grade for Potential Slotting In:	Highest Grade for Potential Slotting In:
PO13 (39-42)	PO9	PO16
PO14 (40-43)	PO10	PO17
PO15 (41-44)	PO11	PO18
PO16 (42-45)	PO12	PO19
PO17 (43-46)	PO13	PO20
PO18 (44-47)	PO14	PO21
PO19 (45-48)	PO15	PO22
PO20 (46-49)	PO16	PO23
PO21 (47-50)	PO17	PO24
PO22 (48-51)	PO18	PO25
PO23 (49-52)	PO19	PO25
PO24 (50-53)	PO20	PO25
PO25 (51-54)	PO21	PO25

When considering whether to slot an individual into a post with a higher grade than their existing grade, if the new post has a linked grade which goes above the level identified in the above table, then they cannot be slotted in. For example:

Current grade	Grade of potential new post	Slot in?
Scale 5	Scale 5/6	Yes
Scale 5	Scale 6/SO1	No

[Grades at which salary protection applies](#)

Current grade (including any honorarium given for permanent change in duties & responsibilities)	Minimum grade at which protection applies:
Scale 1 (1-3)	Scale 1
Scale 2 (3-4)	Scale 1
Scale 3 (5-6)	Scale 1
Scale 4 (7-11)	Scale 2
Scale 5 (13-17)	Scale 3
Scale 6 (18-22)	Scale 4
SO1 (23-25)	Scale 6
SO2 (26-28)	SO1
PO1 (27-30)	SO2
PO2 (28-31)	SO2
PO3 (29-32)	SO2
PO4 (30-33)	PO1
PO5 (31-34)	PO1
PO6 (32-35)	PO2
PO7 (33-36)	PO3
PO8 (34-37)	PO4
PO9 (35-38)	PO5
PO10 (36-39)	PO6
PO11 (37-40)	PO7
PO12 (38-41)	PO8
PO13 (39-42)	PO9
PO14 (40-43)	PO10
PO15 (41-44)	PO11

Current grade (including any honorarium given for permanent change in duties & responsibilities)	Minimum grade at which protection applies:
PO16 (42-45)	PO12
PO17 (43-46)	PO13
PO18 (44-47)	PO14
PO19 (45-48)	PO15
PO20 (46-49)	PO16
PO21 (47-50)	PO17
PO22 (48-51)	PO18
PO23 (49-52)	PO19
PO24 (50-53)	PO20
PO25 (50-53)	PO21

Worked examples – Pay Protection

Linked grades

If your grade is a linked grade the spinal point you are currently on will determine what your assumed grade (for protection purposes) is.

Current grade	Your current scp:	Current scp sits in grade:	(From Appendix 1 Table) Protection applies as if your current grade was:
Scale 3-5	8	Scale 4	Scale 4

If your linked grade is within the overlapping Senior/Principal Officer grades your SCP will be treated as if you were at the top of that SO/PO grade, or the minimum grade within the range if this is greater.

Current grade	Your current scp:	Current scp is the top of :	Protection applies as if your current grade was:
SO1 (23-25) – PO3 (29-32)	30	PO1 (27-30)	PO1 (27-30)
PO3 (29-32) – PO7 (33-36) (Includes an honorarium for permanent change in duties and responsibilities)	31	PO2 (29-32)	PO3 (29-32)

Employees on School Teachers' Pay & Conditions Document

Examples of possible grades at which staff may be slotted in

Substantive Grade	Lowest Grade for Potential Slotting In:	Highest Grade for Potential Slotting In:
Main Range/UPR	Main Range/UPR	Main Range/UPR
Leadership Group (L1-L5)	Teachers (UPR)	Leadership Group (L5-L10)
Leadership Group (L6-L10) and above	Any Leadership Range which overlaps with your current range EG :if you are on (L6-L10), you may be slotted into (L2-L6)	Any Leadership Range which overlaps with your current range EG: if you are on (L6-L10), you may be slotted into (L10-L14)