

Managing Change in Partnership Policy for Schools



Schools

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1. POLICY STATEMENT OF INTENT AND SCOPE

Policy statement of intent

- 1.1 The School recognises that change is a necessary and inevitable part of providing effective and appropriate services.
- 1.2 The School values good working relationships between the Council, elected members, Governing Body, Head teacher, employees and recognised trade unions. The School encourages all of its employees to join an appropriate Trade Union to promote this aim and is committed to working together in partnership with recognised trade unions to respond effectively to change, in order to maintain a highly skilled workforce delivering quality services.
- 1.3 The Council is committed to supporting Head Teachers and Governing Bodies in developing strategies which will enable them to respond flexibly to the challenges and opportunities they face and to make the best use of employees and resources.
- 1.4 The most significant and valuable asset of the School is its employees and providing job security is a high priority. The School recognises that it is important to have the optimum level of staff with the right skills mix and expertise to deliver excellent services in educational standards.

Scope

- 1.5 This policy applies to all School employees who are employed by the Governing Body:

2. PRINCIPLES

The School is committed to the following principles in managing change:

- working in partnership with trade unions
- maintaining employment security through pro-active approaches to safeguarding employment
- fair and transparent processes
- equality of treatment and ensuring that management of change processes do not unlawfully discriminate on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, language, trade union membership or activity

- treating all employees with respect and dignity
- keeping employees fully informed and supported
- sharing information about the need for change
- providing an opportunity for the employees and their trade union representatives to make a contribution to the change process and encouraging them to do so
- communicating and consulting with, and involving employees and their trade union representatives at the earliest possible opportunity
- ensuring that employment implications that arise from any proposals for change are identified at the earliest opportunity
- providing support to employees
- ensuring that employees are afforded trade union representation rights at each stage of the change process

3. MANAGING CHANGE EFFECTIVELY

3.1 Change can seem threatening and may be disruptive. Whilst the approach to how the School manages change effectively will be influenced by the specific needs of the school, and every situation is unique, there are common elements to managing most change.

3.2 Change proposals can range from the relatively straightforward, with little or no employment implications, to major transformation, with significant change to fundamental terms and conditions of employment.

3.3 The principles of early consultation, partnership working, involvement and ongoing communication should apply to all types of change, but the processes to be followed, and timescales involved, will be influenced by the scale and nature of the change proposals.

3.4 Head teachers and Governing Bodies should refer to the guidance set out in the procedure documents attached as appendices to this policy and then if necessary, seek further advice and support from Human Resources.

4. RESPONSIBILITIES

4.1 Head teachers and Governing Bodies

Head Teachers and Governing Bodies will ensure that:

- they demonstrate effective and strong leadership for change and the clear sense of direction that employees need during uncertain times
- the vision and rationale for change is clear and evidenced and that there is no ambiguity
- advice is sought from Human Resources at the earliest opportunity where change is contemplated
- employment implications that arise from any proposals for change are identified at the earliest opportunity
- trade unions and employees are made aware of proposals for change at the earliest opportunity
- proposals are communicated and consulted on effectively
- they are seen to be visible and accessible during times of change
- opportunities for trade union representatives and employees to make a contribution to the change process are encouraged and provided and there is a sense of shared decision making
- trade union representatives are afforded appropriate time off for trade union duties (see Trade Union Facilities Agreement and Facilities for Accredited Representatives for Teacher Associations for further advice) in order to effectively engage with change proposals
- change does not have the effect of discriminating directly or indirectly against employees on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, language, trade union membership or activity
- processes are fair and transparent
- trade union representatives and employees are kept fully informed
- employees are treated with respect and dignity
- statutory duties are adhered to

4.2 Employees

Employees have a personal responsibility to:

- participate in the change process, recognising that change is a necessary and inevitable part of providing effective and appropriate services
- comply with Codes of Conduct

4.3 Human Resources

Human Resources will ensure that:

- Appropriate and accurate advice is provided to Head teachers and Governing Bodies when developing proposals for change to help them in identifying employment implications
- Support is provided to Head teachers and Governing Bodies during consultation, negotiation and implementation of change as appropriate to the circumstances, including the provision of employment advice in relation to legislation, best practice and policy
- Negotiation mechanisms are in place to support Head teachers, Governing Bodies and employees in the management of change

4.4 Trade Unions

The trade unions have an important role to play in representing employees affected by change and in providing effective advice to those that they represent. The role of trade union representatives is to:

- ensure effective two-way communication between employees and the Head teacher and Governing Body
- encourage employees to get involved by canvassing views, seeking feedback and sharing information
- convey the views of employees accurately
- act as a sounding board on employees views and feelings towards the change
- respect confidentiality where appropriate and ensure compliance with Codes of Conduct
- maintain a broad overview of what is happening in the School

5. REVIEW AND RELATED DOCUMENTS

This policy will be reviewed to ensure that it complies with legislation and best practice.

Related Documents

- Redundancy/Redeployment Policy and Procedure For All School Based Staff
- National Conditions of Service for School Teachers in England and Wales (revised edition 2000)
- School Teachers' Pay & Conditions Document (Burgundy book) National Conditions of Service for all Local Authority Employees (Green book)

Guidance to developing a business case for change

The planning stage is key to achieving successful change. Developing a business case will ensure that proposals are well thought out, evidenced, and transparent.

The areas to be considered when developing a business case for change are set out below. It is not necessary for the change initiative to be 'carved in stone' to the smallest detail. Present 'loose ends' as an opportunity for others to get involved and have an input into the change initiative.

1. Make the case for change

- Demonstrate the need for change
- What will happen if change does not happen?
- Is the change a reaction to a weakness, threat or opportunity?
- What happens in other Schools?
- What feedback has been received from stakeholders?
- Is there relevant statutory guidance?
- What is considered best practice?

2. What are the proposals?

- State aims and objectives
- Set out proposals as clearly as possible
- Contrast the present and the future
- Relate to the School Development Plan
- State the benefits of proposals, particularly in relation to learning and education
- Specify timescales and major milestones

3. Who will it affect?

Identify the direct and indirect effects arising from the changes and relate these to the bigger picture:

- Impact on pupils
- Impact on workload and work practices
- Impact on levels of staffing and structure
- Impact on policy, procedure and strategy
- Impact on partners (internal and external)
- The equality impact assessment

4. What is the financial impact of the proposal?

- Detail the current financial position
- Detail the financial impact of proposed changes

5. Risks

- Undertake a risk assessment of the proposed changes

6. Equality Impact assessment

- Undertake an equality impact assessment of the proposed changes.

7. How will communication and consultation take place?

- Set out the process for communicating the change and consultation with trade unions, pupils, parents and partners.
- Detail how employees and their trade union representatives can be involved in the consultation process and the further development of proposals.
- Ensure reasonable time is set aside for consultation
- Set out how responses to the consultation will be considered and responded to.
- See Appendix B for further advice and guidance in relation to communication and consultation.
- Consider support that could be provided for employees during the consultation process, e.g. counselling provision, etc.

8. How will the change proposals be implemented?

- Make reference to relevant processes, such as the Assimilation Guidance, Redeployment Procedure and Redundancy Procedure Guidance as appropriate to the circumstances of the change.
- Set out expected timescales if known, making particular reference to any statutory timescales if relevant.
- Detail support that will be provided for employees during the implementation process, e.g. counselling provision, career counselling, interview technique training, etc.

9. How will change be evaluated?

- Identify critical success factors
- How will these be monitored and evaluated?

Communication and Consultation Guidance

1. Introduction

This guidance is intended to provide a framework for communicating change proposals and consultation between the Head teachers, Governing Body, its employees and their trade union representatives prior to and during the process of change.

While formal consultation is not required for minor change, staff should still be consulted about changes that have an impact on their work. Managers should meet with staff either individually or collectively to explain the reasons for the need to implement any minor changes and to ask for views before implementation. Staff may wish to be accompanied by a Trade Union representative or colleague at a meeting to discuss changes to duties and working practices and this should be permitted. This does not negate the right of a manager to meet with a member of staff, on a one to one basis, to discuss day to day working issues.

1.1 Key principles set out in Management of Change in Partnership policy are:

- Fair and transparent processes
- Communicating and consulting with, and involving employees and their trade union representatives at the earliest opportunity
- Sharing information about the need for change
- Providing an opportunity for the employees and their trade union representatives to make a contribution to the change process and encouraging them to do so

1.2 Change proposals can range from the relatively straightforward, to major transformation. The processes to be followed and timescales involved will therefore be influenced by the scale and nature of the change proposals.

The Information and Consultation of Employees (ICE) Regulations 2005 gives employees the right to be informed, and lists a number of examples such as the School's economic situation, any measures anticipated where there is a threat to employment, decisions likely to lead to substantial changes in work organisation or contracts, and employment prospects.

There are specific consultation requirements in relation to Redundancy, which are covered in the Redundancy/Redeployment Policy and Procedure for All School Based Staff. Where redundancies are contemplated, this communication and consultation framework should be applied but in conjunction with the above named policy.

2. Definitions

2.1 Communication

Communication is concerned with the interchange of information and ideas within an organisation.

2.2 Consultation

Consultation goes beyond this and involves Head teachers and Governing bodies actively taking account of the views of employees **before** making a decision.

- **When should consultation begin?**

It is essential if the consultation is to be meaningful that it takes place at the earliest opportunity i.e. when the proposals are proposals and not decisions.

- **What do you tell people and how?**

When you talk to your employees about changes to the School and their working lives, they will often want:

1. to question your plans and the reasons you give for the changes taking place
2. their concerns and ideas to be listened to, and considered
3. reassurance about how the changes will affect them personally
4. clear direction and leadership
5. the sense that the Head teacher and Governing Body empathise with their position and there is no sense of 'us and them'
6. honesty – the truth is best even if it is bad news
7. a promise of regular updates during the change process
8. the chance to be consulted

- Before you decide exactly what to tell your employees and how, you should:

1. develop a communication and consultation strategy
2. think about the words you use – but also your tone of voice and body language
3. do your homework: think about the emotional journey individual employees go through.

- **Who to consult?**

- The following must be consulted:
 1. Those directly affected by the change
 2. Those who may be indirectly affected
 3. The trade union representatives representing the above groups of employees.
 4. It may also be appropriate to also consult with pupils, parents and partners (internal and / or external) on large scale changes.

2.3 A framework for consultation

- In order for the consultation process to be effective and meaningful, it is important that employees and trade union representatives are given all relevant information so that they are able to respond in an informed and constructive way to proposals.
- There are three stages for consultation:
 - **Stage 1 Pre-consultation**

Wherever possible, proposals should be developed with the participation of employees and trade union representatives, and if appropriate, pupils, parents and / or partners.

At this stage:

- Ensure the need for change is fully explained and communicated
- Set out the scope of the review
- Set out how the review will be carried out
- Set out what the review is expected to achieve and why
- Set out how employees and trade union representatives can participate and contribute to the review
- Set out the timetable for the review

- **Stage 2 Consultation**

Consultation on draft proposals

The Governing Body should, if applicable:

- Provide employees and trade union representatives with justification for the change
- Be consistent in communications
- Provide opportunities for employees and trade union representatives to ask questions and request further information or clarification
- Provide a range of opportunities for face-to-face communication, which could include School meetings, focus groups, HR surgeries, departmental meetings, individual meetings, etc.
- Ensure that you receive feedback by taking regular 'mood checks' on how people are feeling at different stages of the consultation process.
- Encourage constructive criticism – it can produce good ideas and it shows you trust your employees
- Advise employees attending meetings, particularly if they attend an individual meeting that they can be accompanied by a trade union representative if they wish.
- At the end of the consultation period a formal response should be provided to employees and trade union representatives, addressing all responses received during the consultation process, and how and if the original proposals have been amended as a result.
- A meeting should also be convened with employees and trade union representatives to provide face-to-face feedback in relation to the outcome of the consultation.
- Recognise that this period can be stressful for some employees and ensure that you look after your employees. Take time to offer appropriate support.

- **Stage 3 Implementation**

Implementation of proposals, including consultation with employees in relation to arrangements.

At this stage:

- Provide employees with a timetable, detailing the steps in implementation.
- Agree with trade union representatives the processes for assimilation; if appropriate (see Appendix C Assimilation Guidance).
- If selection processes will be needed in order to select employees for posts remaining on the structure or new posts created, agree the selection criteria with trade unions (see Appendix C Assimilation Guidance and refer to the Redundancy/Redeployment Policy & Procedure for all School Based Staff where appropriate).
- Develop a communication strategy to ensure that the change is properly communicated, and that employees are able to ask questions, receive reassurance and there are no surprises for employees in the lead up to the change.
- Provide support for employees, which could include career counselling, counselling support if appropriate, 1:1 manager counselling, pensions advice, etc.

4 How long to consult for?

The purpose of consultation is to inform employees and relevant trade unions of the proposed changes.

4.1 The timeframe for consultation should be set out at the beginning of the consultation process with a clear deadline for the end of the consultation period.

4.2 The period of time should be 'reasonable' depending on the size, impact and scope of the change. The period of time should be long enough to allow employees and trade union representatives to absorb and consider the proposals, formulate alternative proposals and allow Head teachers and Governing Bodies to be able to consider suggestions, discuss them with employees and trade unions and change or amend original proposals. However, where there are proposed significant changes to working practices and/or terms and conditions of employment, and particularly where job losses could result, you should ensure that you comply with statutory consultation periods as detailed below:

20 – 99 employees affected– the statutory consultation period is 30 days (excluding school closure period where applicable).

100 or more employees affected – the statutory consultation period is 45 days (excluding school closure period where applicable).

Please liaise with HR to determine the appropriate consultation period.

4.3 In specific circumstances, such as in relation to proposals which affect Teaching staff, there are further statutory timeframes set out for consultation which it is important to be mindful of. Refer to the Redundancy/Redeployment Policy & Procedure for all School Based Staff where appropriate. These timeframes are not optional, but statutory, and must be adhered to. Again, please liaise with HR who will advise according to the specific circumstances.

4.4 The timeframe for consultation should be set out at the beginning of the consultation process with a clear deadline for the end of the consultation period.

4.5 Employees who are/may be absent from work; The Headteacher must ensure that all employees are consulted with and kept informed of any proposed changes – this includes staff that may be absent for a variety of reasons such as long term sickness, career break, maternity/adoption leave or a secondment. These employees should be offered the same support and consultation.

5. Transfer

5.1 The Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) place a duty on an employer to inform and consult employee representatives in relation to transfers, and sets out specific requirements in relation to length of consultation and how that consultation should take place.

5.2 Where TUPE is a possible outcome of consultation proposals, Head teachers and Governing Bodies must seek advice from HR and legal services at the earliest possible stage, in order to ensure statutory provisions can be adhered to.

Appendix C

Assimilation Guidance

1. Background

- 1.1 The School Communication and Consultation Guidance requires consultation in relation to proposals for change to include proposals on how it is intended the change will be implemented.
- 1.2 Where proposals include an amended structure, the consultation in relation to implementation should include the assimilation of existing employees into the proposed new or revised structure.
- 1.3 At every stage in this process, the Head teacher will make himself/herself available to employees to answer questions in relation to the process or the jobs available.
- 1.4 It is recognised that change can be difficult for employees. Head teachers should actively seek to support employees.

2. Procedure for assimilation

2.1 Stage 1

- 2.1.1 It is important to establish at this stage which employees are directly affected by the restructure and should therefore have consideration for assimilation into the proposed new structure.
- 2.1.2 Head teachers should consider which employees can claim assimilation to posts, within a particular team or department. Head teachers must be able to justify their decision and this should be ratified by the school appointments panel.

2.2 Stage 2 Changes to jobs, deletion of jobs and creation of new jobs

- 2.2.1 If the proposed change is significant i.e. changing more than 20% of the main duties and responsibilities, this will require the 'old' job to be deleted and a 'new' job to be created. If as a result of the change proposals, jobs are changed, new job descriptions and person specifications must be produced and issued to affected employees at the consultation stage. New jobs, and changed jobs in relation to support staff must also be referred to HR for job evaluation)

2.3 Stage 3 Assimilation to near equivalent jobs

- 2.3.1 The assessment of near equivalent is measured at 80% or more of a match between the main duties and responsibilities of an existing job and a job on the new structure.
- 2.3.2 Employees who have been identified as occupying 'near equivalent' jobs in the new structure will be offered those jobs without competition, unless there are more employees matched as near equivalent than there are jobs available.
- 2.3.3 Employees will be asked to submit their 'near equivalent' claims in writing.
- 2.3.4 The decision as to whether or not a 'near equivalent' match has been made will be taken by the school's appointment panel. A record of the matching process should be made, and should any employee request it, a copy of the record provided.
- 2.3.5 The assessment of 'near equivalent' is measured at 80% or more similarity in the main duties and responsibilities of the job. Job descriptions and person specification will be used to inform this process, as well as evidence in relation to duties undertaken or not undertaken which is not represented in these documents.
- 2.3.6 Where there are more employees identified as 'near equivalent' than there are jobs available, selection criteria must be operated in order to determine who is appointed into the jobs available.
- 2.3.7 Consultation with trade unions must include what selection criteria will be operated (see also Selection Criteria section in the Redundancy Procedure). This could be an assessment, via selection interview, of whether or not employees meet the essential criteria listed in the person specification for the job.
- 2.3.8 Where assimilation cannot take place, because roles differ within the Job Descriptions, additional information would need to be sourced e.g. Curriculum/Resources posts
- 2.4 **Stage 4 Appointment to other jobs on the new structure**
 - 2.4.1 Once 'near equivalent' jobs have been dealt with and appointments made, employees who are still unplaced will be invited to apply for other suitable vacancies that are available on the revised structure. These applications will be made from within the pool of employees 'at risk'. Employees should be invited to submit expressions of interest in any post on the structure at the same time as seeking claims of 'near equivalent'.
 - 2.4.2 Assessments of these applications will be in line with normal recruitment and selection procedures. The Headteacher/GB should assess these applications on the basis of essential criteria only, and where an essential

criterion is not met, to consider whether a **reasonable** amount of training can be provided in order to make the appointment.

Redeployment Procedure

Schools are reminded that they have been requested to sign up to the Authority pledge to redeploy staff – please see Appendix E.

1. Statement of intent

- 1.1 This procedure is designed to assist employees who are at risk of losing their job as a result of a redundancy situation, on the grounds of ill health capability, at a Stage 3 of the Capability Procedure, at the end of a fixed term contract of over a year's duration or who are in a pay protection situation.
- 2 Redeployment is a positive act which can enable the school and the Authority to maintain the skills and experience of valued employees, as well as meeting its legal obligations.
- 3 The purpose of this guidance is to ensure that the procedure is clear and transparent to all and that the roles and responsibilities of all parties are clearly understood.
- 4 This procedure will not discriminate either directly or indirectly on the grounds of gender, race, colour, ethnic or national origin, sexual orientation, marital status, religion or belief, age, trade union membership, disability, offending background or any other personal characteristic.
- 5 This procedure has been developed to maximise the opportunities for employees to be redeployed and avoid advertising jobs which can be filled by employees at risk.

Key principles

- 2.1 Employees will be placed on the prior consideration register when they have been declared 'at risk' of redundancy (normally by the Head Teacher) and/or have been given contractual notice of redundancy. The minimum period an employee should be placed on the prior consideration register is 12 weeks.
- 2.2 Medical redeployees with over 12 years' service will be issued with notice of termination when they are placed on the prior consideration register. Medical redeployees with less than 12 years' service will be served with the relevant contractual notice during the period of redeployment. (For example, an employee with 8 years' service will be issued with notice after they have been on the prior consideration register for four weeks with the exception of teaching staff where statutory notice guidelines must be adhered to – please seek advice from HR), unless they have secured alternative employment.

- 2.3 It is the responsibility of the Headteacher to ensure that reasonable adjustments are made to the operation of the procedure for employees with a disability, for example reasonable adjustments to timescales or specialist assistance at any meetings.
- 2.4 Employees are entitled to be accompanied at any formal meeting regarding the redeployment process by a trade union representative or work colleague. It is up to the employee to make arrangements for this to happen.
- 2.5 An employee under notice of redundancy will be granted reasonable time off work with pay during their notice period to look for new employment or to make arrangements for training for future employment.

3. Roles and Responsibilities

Headteacher	Responsible for advising HR of the requirement to place an at risk employee on the prior consideration register and then to work with the employee to achieve a successful redeployment outcome, ensuring regular contact with the employee. In addition, responsible for contacting other schools regarding any redeployment opportunities.
Recruiting Head Teacher/Manager	To be fully committed to the redeployment process and provide constructive feedback to prior consideration employees who apply for their post if unsuccessful.
Employee	Take a personal responsibility to participate in the redeployment process and to apply for suitable posts as they arise.
Trade Unions	To provide advice and support to their member/s throughout the redeployment process.
HR Officer	To provide advice and support to all involved in the redeployment process. Placing employees on the prior consideration register.
HR Recruitment Team	Updating the prior consideration vacancy list and forward them to at risk employees. Forwarding application forms for posts to recruiting Head Teacher/manager.
Occupational Health Unit	To recommend medical redeployment for relevant employees and to provide information and advice to Head Teachers/managers and employees, as required.

4. Categories of Redeployment

4.1 There are two tiers of redeployment:-

Tier One

- Employees under notice of redundancy (**see 4.3 for specific guidance in relation to employees on maternity / adoption leave**)
- Employees at risk of redundancy
- Medical redeployees (see (*) below)
- Employees at Stage 3 of the Capability Procedure
- Employees on a Temporary / Fixed Term Contract, who have been subject to two or more successive fixed terms contracts over a four year period or more

(*) To be eligible for medical redeployment, the employee must be recommended by the Occupational Health Unit as permanently unfit to carry out the duties of their post and are 'at risk', or are recommended as temporarily unfit for the duties of their post.

Tier Two

- Employees on a Temporary / Fixed Term Contract with EITHER 12 months continuous service with the Council OR a contract of 12 months or more duration
- Employees in a pay protection situation

4.2 Tier One redeployees will be given priority, in respect to appointment over employees within the Tier Two category. This means that they will be short listed and interviewed prior to those in the Tier Two category. Should the employee/s in the Tier One category be unsuccessful, the recruiting manager should subsequently interview those in the Tier Two category.

4.3 The Council has a statutory duty to continue to seek suitable alternative employment for employees served with notice of redundancy up to the date of termination. **Women on maternity leave and parents on adoption leave have legal protection of their right to return to work.** Therefore, an employee on maternity leave or adoption leave, who is under notice of redundancy, must be offered any suitable alternative vacancy in preference to other employee. This means if a vacancy that is suitable for the employee exists (where they meet or come close to meeting the essential criteria of the job), they must be offered it even if this means that they are treated more favourably than another employee who is also 'at risk'. This is the case even if the other employee is better qualified than they are.

4.4 Temporary Redeployment for medical reasons

Where the Occupational Health Unit have suggested that temporary redeployment should be explored the following points should be considered by the line manager:

Should the employee be placed on the Prior Consideration Register – what advice have OHU provided on how long is the employee likely to be temporarily unfit for their current role?

- Is there a suitable temporary vacancy within the school which could accommodate the employee, again taking on board OHU advice on how long the employee is likely to be temporarily unfit for their current role and the duties that they can undertake whilst temporarily unfit for their substantive post.
- What are the costs of the temporary redeployment – is the employee still receiving occupational sick pay or are they in a no pay situation, would redeployment to a supernumerary post represent additional costs?
- What is the business case for a temporary redeployment? If the employee is placed in a supernumerary post for a temporary period of time, or is temporarily redeployed, does the business case justify any additional costs?
- If the employee is redeployed on a temporary basis to a lower grade post, pay protection can apply if the business case justifies this. If at the end of the period of temporary redeployment, the employee is declared permanently unfit for their substantive post, and fit to be redeployed on a permanent basis, the total period of pay protection across the temporary redeployment period and subsequent permanent redeployment, must not exceed 12 months.

4.5 Suitable Alternative Employment

The following criteria will be used to determine the suitability of alternative employment:-

- The nature of the work
- The qualifications, skills and experience required to carry out the work
- The aptitude or capability of the individual to undertake the work
- Working arrangements i.e. hours of work, shift arrangements etc.
- Level of responsibility in relation to previous role
- Grade and pay
- Location

5. Applying for Posts

- 5.1. In order to assist employees identify suitable redeployment opportunities, they will receive the Prior Consideration Vacancy Bulletin via email on a fortnightly basis before the posts are advertised to internal and/or external employees. This Bulletin is produced on a Thursday with a two week closing date. These vacancies will be circulated to all employees on the “at risk” Redeployment Register
- 5.2 The employee will be required to complete an Employment Application Form that sets out details of their employment history, skills and qualifications. This form will only need to be completed once. However, should anything change during the period the employee is on the at risk register, they should contact HR to arrange for their form to be updated.
- 5.3 When an employee identifies a post that they are interested in, they should complete an Application Form This should be submitted to the HR Recruitment Team by the closing date and this will then be forwarded to the recruiting Head Teacher/ manager for consideration during the short listing.

6. Job Offer/Trial Period

- 6.1 Offers of alternative employment are subject to a statutory 4 week trial period. The employee should agree with the recruiting Head Teacher/manager and their current line Head Teacher a start date for the new post.
- 6.2 The purpose of a trial period is to enable the Head Teacher/manager to decide upon the suitability of the employee for the job and vice versa. Once started, trial periods may be extended beyond four weeks by agreement between the recruiting Head Teacher/manager and employee, for the purposes of retraining only (except in the case of absence during the trial period, when trial periods may be extended for a period equitable to the period of absence).
- 6.3 If the employee works beyond the end of the four week period or any mutually agreed extended period any redundancy entitlement will be lost because the employee will be deemed to have accepted the new employment.
- 6.4 For medical redeployees, advice should be sought from the OHU if any concerns are raised regarding the employee’s ability to undertake the new role during the trial period. Decisions should be made regarding what further steps to take following receipt of this advice.

6.5 Where an employee has commenced a trial period they will be temporarily removed from the redeployment register for the duration of the trial period. During this period they will not be eligible for prior consideration on applications for other posts. Any applications made for new posts would need to be made on the employment application form and would be in open competition with other internal / external applicants.

6.6 Employees who refuse offers of suitable redeployment opportunities will be putting their employment at risk. In a redundancy situation, this may result in their right to a redundancy payment being lost.

6.7 Support Staff who are redeployed to a lower graded post will be entitled to pay protection for up to 12 months where the job offer is deemed suitable alternative employment whilst teaching staff will be entitled to safeguarding for a period of up to 3 years. For further information on pay protection, please read the Pay Protection Scheme.

6.8 In the case of medical redeployees, where the redeployment period is coming to an end and/or where there are concerns about the success of the redeployment process, decisions will need to be made regarding what further action or steps can be taken in relation to their employment. Advice should be sought from the Occupational Health Unit to determine whether any other options should be pursued e.g. ill health retirement.

7. Interpretation

In the event of a query arising regarding the interpretation of any aspect of this policy, the final decision will be made by the Chair of Governors.

Pay Protection Scheme

1. Policy Statement

- 1.1 The aim of the Pay Protection Scheme is to give employees who in specific circumstances are redeployed to posts that either attracts a lower rate of pay or a less favourable total pay package, a **fair** level of pay protection for a **reasonable** period of time.

2 Eligibility

- 2.1 The Council/School may provide pay protection to employees, who fall within the scope of this scheme, in the following circumstances:

- a) Where the Council/school initiates an organisational change that results in the employee being redeployed;
- b) When the Council/school initiates an organisational change that results in the employee's contractual pay package being reduced e.g. a post is downgraded on a new structure;
- c) Where the employee has been certified as being permanently unfit to carry out the duties of his / her post but is offered and has accepts redeployment; or
- d) Where the employee has been advised following health surveillance monitoring that for health reasons he/she should not be working in a particular post / work pattern / location and is offered and accepts redeployment.

- 2.2 Employees will not be eligible for pay protection under this Scheme in the following circumstances:

- a) Where the employee seeks redeployment which the Authority is able to accommodate;
- b) Where under a TUPE transfer an employee on the TUPE list makes a request to remain with the Authority rather than being transferred and the request is accommodated;
- c) Where the employee is redeployed under the Probationary Scheme;
- d) Where the employee is offered and accepts redeployment under the Capability Scheme; or
- e) Where an employee requests a permanent transfer, for whatever reason, and the transfer is mutually agreed.

3 Scope

- 3.1 This applies to all permanent employees, employed by schools with delegated powers.

- 3.2 Employees on temporary or fixed term contracts, who have continuous service of 2 years or more, may be eligible to receive pay protection under this Scheme, depending on the nature of the individual employment

contract, and for no duration that exceeds 12 months or the original duration of the temporary or fixed term contract, whichever is the sooner.

4. **Scheme Support**

Prior-Consideration

4.1 The Council will assist employees, who are in receipt of pay protection under this Scheme, to reduce or to eliminate their loss of “pay,” by granting them “prior consideration” status, when applying for job vacancies for the duration of pay protection.

4.2 **Pay Protection**

Teaching Staff

The safeguarding criteria and period in respect of teaching staff is covered in the safeguarding section of the School Teachers Pay and Conditions Document. The safeguarding period can be up to three years.

Support Staff

The pay protection period for support staff is currently up to twelve months. Please see below.

Pay Element	Calculation	Basis	Period
Basic Pay	Current SCP, for the relevant number of contractual hours. If there is uncertainty as regards the contractual hours, an average of the hours worked over the 12 weeks prior to the reduction (excluding holidays/sickness) shall be taken.	Frozen basis	12 months

4.3 No other element of the pay package will be protected under this Scheme, although Conditions of Employment will be protected unless the redeployment is to a post governed by different National Conditions of Service, when the new conditions will apply immediately.

Implementation of the pay protection

4.4 The pay protection will be granted as a pay supplement, which will be the difference between the pay of the old post and the pay of the new post (the contractual basic pay plus any contractual enhancements). The pay

supplement will be calculated in accordance with paragraph 4.2 and will be superannuable.

- 4.5 The amount of pay to be payable during the period of protection (the total contractual pay applicable to the new post plus the pay protection supplement) will remain fixed for the duration of the period of protection, except where:
- a. The contractual pay relating to the new post increases due to an annual pay award, incremental progression or similar, in which case the pay protection supplement will be reduced by an equivalent amount;
 - b. An employee's new contractual pay is increased for some other reason e.g. the post is subsequently regarded or the employee moves temporarily or permanently to another post attracting a higher level of pay. Here again the pay supplement will be reduced by an equivalent amount.
 - c. Pay protection will expire on the expiry of the period of protection, or where the contractual pay applicable to the new post increases by a sum which exceeds the amount of pay protection originally granted, whichever occurs earliest.
 - d. Pay protection will be adjusted proportionately where an employee voluntarily reduces their contracted working hours during the period of pay protection.

- 4.6 Where an employee's earnings in the post increase on a non-contractual basis due to, for example, overtime or shifts being worked on an ad hoc or temporary basis, such additional earnings will not be taken into account for the purposes of reducing the pay protection supplement. Where such earnings become contractual in nature, the pay protection supplement will be reduced.

Withdrawal of the pay protection

- 4.7 Pay protection under the provisions of this Scheme shall be withdrawn by the Council where an employee unreasonably refuses, in the view of the Council, to move to a suitable alternative post which may reduce or eliminate the need to provide pay protection and / or improve operational effectiveness.

5. Interpretation

- 5.1 In the event of any doubt arising regarding the interpretation of any aspect of this Scheme, the matter must be referred to the Head of Human

Resources, who, in consultation with the trade unions, will take a decision to resolve the issue. There is no right of appeal.

6. **Review**

The Scheme will be jointly reviewed on a periodic basis. The Authority may terminate the Scheme by giving 3 months' notice without prejudicing the position of the employees already granted pay protection under the Scheme.

Neath Port Talbot County Borough Council

Joint Pledge To Safeguard Employment In Schools

This Joint Pledge is made between Neath Port Talbot County Borough Council, School Governing Bodies, Head Teachers, LLAN, NAASH and the recognised trade unions for schools employees, namely ASCL, ATL, GMB, NAHT, NASUWT, NUT, UCAC and UNISON.

Aim

The principal aim of this Joint Pledge is to protect to the maximum extent possible, and for as long as possible, teachers and support staff within Neath Port Talbot's Schools from compulsory redundancies.

The Pledge

The schools sector at Neath Port Talbot faces significant financial and organisational change challenges for the foreseeable future. The parties to this Joint Pledge are, however, committed to working in partnership to seek to:

- safeguard and enhance the provision of education for the young people of Neath Port Talbot; and to
- protect schools employees to the maximum extent possible, and for as long as possible, from compulsory redundancies

The importance of stable and positive employee relations is readily acknowledged, together with the need for speedy and effective consultation and negotiation processes in relation to all proposed changes which affect the schools workforce.

It is recognised that achieving the aim of this Joint Pledge will require:

- preventative actions to be taken in terms of seeking at the outset to avoid jobs being lost on the grounds of redundancy; along with
- consequential actions such as voluntary redundancy and redeployment to seek to protect employee/s occupying jobs which unavoidably are declared to be "at risk" of redundancy.

The "Redundancy/Redeployment Policy and Procedure For All School Based Staff" (October 2012) which has been developed with an input from all parties to this Joint Pledge will be the framework within which this Joint Pledge will be progressed.

Within this framework, all parties will actively consider a range of measures to seek to safeguard the employment of persons who wish to remain in the employment of NPT's schools, including the following:

- Availability of school reserves
- Review of all non-staffing costs
- Review of all existing staffing costs
- Workforce and succession planning, including natural turnover
- Non-filling of vacant posts
- Restrictions on external recruitment
- Reduction in the use of Agency Workers
- Greater flexibility in organisational arrangements and job roles
- Reduced working hours, flexible working and flexible retirement
- Secondments
- Voluntary redundancy
- Bumped redundancies
- Prior Consideration
- Redeployment within and between schools, together with redeployment elsewhere within the Council
- Re-training and upskilling

Safeguarding of Support Services Provided to Schools By NPT Council Employees

The parties to this Joint Pledge also recognise the importance of seeking to safeguard the employment of NPT Council employees who provide support services to Schools, particularly in the light of the unprecedented financial pressures facing schools and all other service areas within the Council.

Accordingly, the parties to this Joint Pledge are committed to seek to maintain the provision of such support services, but always having regard to the need for such services to be of the required quality and to provide value for money.

Review

The implementation and operation of these measures will be routinely monitored jointly through established consultative arrangements. The Joint Pledge will also be reviewed periodically.