Pathway Trust

Organisational Change Policy

Policy effective from	1 September 2026
Policy owner	Director of People
Policy applies to	Berrow Church Primary School Burnham-on-Sea Infant School Castle Batch Primary School Charfield Primary School Cherry Garden Primary School Downend School East Huntspill Primary School Lyde Green Primary School Mangotsfield School Marlwood School Pawlett Primary School Priory Community School Severn Beach Primary School St Andrew's Church Junior School St Anne's Church Primary School The Castle School The King Alfred School Tortworth Primary School West Huntspill Primary School Worle Community School Pathway Partnership Teams
Policy changes since last version	New policy

1. Introduction

1.1 This policy sets out Pathway Trust's approach on managing organisational change within the trust to improve organisational effectiveness, including potential redundancy situations. Where redundancies are proposed, the number of employees involved will determine how the process will be managed.

1.2 This policy does not form part of any employee's contract of employment and may be amended at any time.

2. Scope and purpose of this policy

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

2.2 We will consider ways to avoid compulsory redundancy if possible and, where we are unable to avoid reducing employee numbers, we will try to minimise the effect of redundancies through the steps set out in this policy. In doing so, we will not discriminate directly or indirectly on the grounds of any protected characteristic or against part-time or fixed-term employees.

The legal definition of redundancy is as follows:

An employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to:

- The fact that the employer has ceased or intends to cease the business for the purposes of which the employee was employed, or to carry on that business in the place where the employee was so employed.

- The fact that the requirements of that business for employees to carry out work of a particular kind, or for employees to carry out work of a particular kind in the place where the employee was employed by the employer, have ceased or diminished or are expected to cease or diminish.

2.3 As part of the application of this policy, the trust will collect, process and store personal data in accordance with our data protection policy. We will comply with the requirements of data protection legislation (being the UK General Data Protection Regulation and Data Protection Act 2018) and any implementing laws, regulations and secondary legislation, as amended or updated from time to time, in relation to how we collect, hold and share this personal data. We will provide workforce data in line with our Data Protection Policy, which sets out how we will gather, process and hold personal data of individuals during employment.

3. Planning

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

3.2 Our leadership team will provide information in relation to workforce planning and resources to our governing body/trust, as required.

4. Consultation

4.1 Where the changes proposed could result in redundancies and/or changes to terms and conditions, we will enter meaningful consultation to provide the opportunity for all those concerned to discuss the problem and consider options or alternative ways of tackling the problem. Consultation should begin in good time and will be as a minimum in accordance with statutory requirements for collective consultation, where applicable. Further information on statutory requirements can be found https://www.gov.uk/staff-redundant/redundancy-consultations. Where the statutory requirements to collectively consult do not apply, we will determine a reasonable, meaningful consultation period is carried out based on the proposals. Meaningful consultation means exploring and responding effectively to all alternative ideas or proposals reasonably suggested.

4.2 We will consult with all affected employees on an individual basis in respect of their own individual circumstances.

4.3 We will also consult with representatives of our recognised trade unions or elected employee representatives, irrespective of the number of employees at risk of redundancy and regardless of the changes to terms and conditions proposed.

4.4 Where appropriate and in accordance with paragraph 4.3, we will provide the recognised trade unions or elected employee representatives (or affected employees if, after being invited to elect employee representatives, the affected employees fail to do so within a reasonable period of time) with sufficient information in writing, including:

- The reasons for the proposals with as much relevant information provided as possible.
- The numbers and descriptions of employees it proposes to dismiss as redundant or who are at risk of redundancy.
- The total numbers of employees of that description employed at the establishment in question.
- The proposed method of selecting the employees who may be dismissed.

- The proposed method of carrying out the dismissals, including the period over which the dismissals are to take effect, notice periods,, redundancy pay and any other statutory or contractual entitlements.
- Any proposals with regard to changes in job roles, reporting lines, operational changes or structure.
- A timeline detailing each stage of the process.

4.5 We will consult on ways that we could avoid or reduce the need to make compulsory redundancies, if that is possible, or to mitigate the consequence of any dismissals.

Examples of such steps include:

- Reviewing the use of agency staff.
- Restricting recruitment, or a vacancy freeze in affected categories of employees and, in those areas into which affected employees might be redeployed.
- Natural wastage.
- Retraining and/or redeployment within and across the trust.
- Reducing overtime/additional hours.
- Offering reduced working time, including job sharing or other flexible working arrangements, and career breaks, where these are practicable.
- Inviting applications for early retirement or voluntary redundancy. In all cases, the decision to release an employee under such schemes will be at the absolute discretion of the trust.
- Consideration of different working practices and working patterns.
- Freezing or reducing salaries.
- Lay-offs — suspending work for a temporary period.

4.6 Where teaching posts are at risk of redundancy, sufficient time will be given for consultation and for teachers' notice periods to expire before the proposed implementation date. To implement at the beginning of the following term, notice must be given by the end of October, February or May.

4.7 Any measures we adopt will not adversely affect the school/trust and the quality of teaching and learning provided to our pupils.

4.8 Employees and, where appropriate, trade unions or elected representatives will be advised of the arrangements for them to respond to the proposals. When issues are raised during the consultation period, they will need to be actively considered and responded to with an explanation for the nature of the response given within a

reasonable timeframe and as appropriate. A final response will be given at the end of consultation.

4.9 Employees who are absent from work due to maternity/paternity/adoption leave, long-term sickness or secondment, but whose substantive post is affected by the proposals, will be included, notified, kept informed and represented in any consultation process. If face-to-face meetings are not possible, we will conduct the consultation process remotely.

4.10 If the proposals include changing terms and conditions then we will ensure that, through consultation, it is made clear to employees what the changes are and how they may affect them.

4.11 There is a right to be accompanied by a trade union representative or work colleague at all stages in the process.

5. Selection

5.1 In order to identify how many roles are potentially redundant, we will create a pool of employees from which those who are to be made redundant will be selected. The selection pool will normally consist of employees who carry out the same or similar work and perform jobs that are interchangeable. Selection pools are not necessary when redundancies are expected to involve the whole school/trust, or just one specific role.

5.2 Where a process of selection is required to either identify which employees within a pool are at risk of redundancy or for application for alternative posts, the criteria used to select will be subject to consultation with staff and unions with a view to reaching agreement. Criteria must be objective, measurable, robust, transparent, non-discriminatory and fair, and based on the skills required to meet our existing and anticipated school or trust needs. We will consider the most appropriate method of selection in relation to the circumstances surrounding the specific restructuring and/or redundancy situation, and the proposed selection criteria will be consulted on during the consultation process. In a redundancy situation where there are the same number of incumbents as there are roles proposed to be reduced, then the selection criteria will be on the basis that they occupy that role.

5.3 Employees on secondment or “acting up” will be deemed to be in their substantive post for the purposes of any change process.

5.4 Individual employees who are provisionally selected for redundancy following the application of the selection criteria will be informed, and (where appropriate) invited to a meeting at which they will be given an opportunity to make representations that the application of the criteria is unfair or has been applied incorrectly as part of the consultation process.

6. Making compulsory redundancies

6.1 Every effort will be made to mitigate job losses, where possible. When it is not possible to avoid making compulsory redundancies, employees who remain at risk of redundancy will be invited to a compulsory redundancy hearing to consider redundancy.

6.2 During periods of organisational change, the organisation may, at its absolute discretion, invite expressions of interest for voluntary redundancy from eligible employees. Please note that an expression of interest does not constitute a formal application, nor does it guarantee that voluntary redundancy will be offered or approved.

6.3 Where selection for redundancy is confirmed, employees selected for redundancy will be given notice of termination of employment in accordance with their contract of employment or minimum statutory notice period (whichever is greater), and written confirmation of the payments (and how they have been calculated) that they will receive (where applicable).

6.4 Employees will be given the opportunity to appeal against this decision. Details of the appeals process will be provided to the employees in writing following the decision being made. The appeal will be heard by a panel of at least two people who have not been involved in the previous stages of the process.

6.5 Depending on the circumstances, the school/trust may waive its right to insist on employees working their notice and, instead, give a payment in lieu of notice.

6.6 Protection from redundancy applies to certain employees. We will offer suitable alternative employment (where available) in the following circumstances:

Circumstances	**Length of protection**
Pregnant employee taking maternity leave	**Start**: When the employer has been notified of pregnancy. **End**: 18 months from the child's date of birth, if notified to the employer before the end of maternity leave (or 18 months from the Expected Week of Childbirth, if not notified). (Includes any time spent in this period on maternity leave or other statutory leave.)
Employee has suffered a miscarriage	**Start:** When the employer has been notified of pregnancy. **End:** 2 weeks after the end of the pregnancy for pregnancies ending before 24 weeks. **Note:** Pregnancies ending after 24 weeks are classed as stillbirths and the employee would be entitled to statutory maternity leave (see above).

Employee taking adoption leave	**Start:** Beginning of adoption leave. **End:** 18 months from date of placement or date of entry into Great Britain (if overseas adoption). (Includes any time spent in this period on adoption leave or other statutory leave.)
Employee taking shared parental leave	**Note:** If the employee has also taken maternity or adoption leave, the above periods apply instead. **Start:** Beginning of SPL. **End:** If less than 6 weeks of SPL is taken, at the end of SPL. If more than 6 continuous weeks of SPL is taken, 18 months from the child's date of birth (inclusive of any time spent on statutory leave) or the date the child enters Great Britain, if adopting from overseas.

7. Pay protection

7.1 In circumstances where teaching staff are offered a role with less responsibility or requirement of a TLR, they will receive safeguarding protection for the TLR payment for a period of 3 years. Safeguarding provisions for teachers are set out in the School Teachers' Pay and Conditions Document.

7.2 Where an employee receives pay protection exceeding £500 per year, the trust expects the individual to continue undertaking duties and responsibilities as directed at the protected grade for the duration of the pay-protection period.

7.3 As the employee progresses through annual increments, receives cost-of-living awards, or benefits from any other contractual salary increases, the value of the pay protection will reduce accordingly.

7.4 This ensures that the employee's total pay does not exceed the protected salary level, and that the protection operates only to maintain, rather than enhance, earnings. Once the employee's substantive salary reaches or exceeds the protected amount, pay protection will cease.

8. Support mechanisms

Alternative work/retraining

8.1 We will make every effort to redeploy any employee who is selected for redundancy and inform them of any vacancies that we have ring-fenced in the proposed structure or elsewhere in the trust and can offer as a redeployment opportunity, up until their termination date. We will provide details of the application process, when applicable, and will ensure the selection of candidates for redeployment opportunities and alternative posts are conducted fairly.

8.2 The manner in which redundant employees will be invited to apply for and be interviewed for vacancies will be organised depending on the circumstances existing

at the time. While priority will be given wherever possible to employees under threat of redundancy, the school or trust reserves the right to select the best available candidate in relation to any given vacancy. Employees selected for redundancy whilst pregnant, on maternity, adoption leave, or shared parental leave have a separate legal entitlement to be offered any suitable alternative post in preference to other employees who have been selected for redundancy.

8.3 An individual who is redeployed into a suitable alternative post is entitled to a trial period of 4 weeks in the new job. This may be extended by mutual agreement for training purposes. If the redeployment opportunity is found to be unsuitable by either party following the trial, employment may be terminated on grounds of redundancy on the original terms, depending on the reasons for refusal.

8.4 An employee will not be entitled to a redundancy payment if he or she unreasonably refuses an offer of suitable alternative employment. In this situation, the employee's contract would still be terminated by reason of redundancy, but no redundancy payment will be made.

8.5 The trust will consider if any form of retraining can be provided in order to assist employees at risk of redundancy to gain employment within the trust.

Counselling service

8.6 Any employees who are at risk of redundancy, or who have been issued a notice of redundancy or are involved in a restructuring process, will be able to access the trust's confidential counselling helpline. The contact details can be obtained from the HR team.

Time off

8.7 An employee under notice of redundancy will be entitled to a reasonable amount of paid time off to look for alternative work, attend interviews, or to undertake training. Employees wishing to take advantage of this right should make the appropriate arrangements with their line manager and provide proof of attendance, if requested to do so.

9. Redundancy payments

9.1 Employees with 2 or more years' service will be entitled to a statutory redundancy payment. The period of continuous service will be calculated with reference to the Employment Rights Act and the Redundancy Modification Order. The trust's redundancy payments are calculated using the following formula based on government guidelines:

- Calculate your statutory redundancy pay - GOV.UK
- The amount of this payment will be confirmed when the employee is selected for redundancy, and the sum will be paid along with the employee's final salary payment or payment in lieu of notice.

10. Embedding the change

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

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

11. Review of policy

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