**Redundancy Policy and Procedure**

**Aims:**

* Understand what a redundancy is
* Know the process followed for a redundancy
* Know how to appeal a redundancy decision
* Know the different stages of the Redundancy Procedure

If circumstances arise that mean we need to reduce our employee base and let people go, this policy sets out how we will go about the process of doing so.

We will avoid making anyone redundant wherever we reasonably can. However, we will always need to balance our desire not to lose good people with the need to act in the best interests of our customers and our business. This balancing exercise may sometimes require structural and/or financial changes affecting our ability to continue employing employees in certain roles (such as where there is less work of a particular kind, and this diminishes our need for employees required to do it).

Where we are reasonably able to do so, we will consider alternatives to redundancy. These, together with the process that we follow in a redundancy situation, are explained in further detail below.

This policy applies to all employees.

It does not apply to self-employed contractors, consultants or to agency workers.

Nor does it form part of your employment contract. We may amend this policy at any time.

**Our procedure for handling a redundancy situation**

Below, we’ve set out how we handle redundancy situations and what you can expect.

**The alternatives we consider to avoid making an employee redundant**

Minimising the prospect of employee redundancies is something that we take very seriously. We do not recruit and invest in good people, who are valued by our business, only to lose them. So, wherever we can (bearing in mind our business priorities at any relevant time), we will explore alternatives to making someone redundant.

Those alternatives include:

1. Limiting new recruitment
2. Looking at how we use consultants, self-employed contractors and agency staff, to see whether action taken in relation to spend here can help to prevent employee loss
3. Reducing or stopping overtime working
4. Finding suitable alternative work to offer some employees (which could also include retraining them)
5. Offering a part-time instead of full-time role
6. Exploring job shares, short-time working and other types of flexible working
7. Inviting applications for voluntary redundancy

**The steps that we take if redundancy is unavoidable**

If we cannot avoid find a workable alternative solution to a redundancy situation, we will do the following, before we consider compulsory redundancies:

1. Comply with all legal obligations to consult with recognised trade unions (if relevant) and/or employee representatives
2. Consider any applications for voluntary redundancy that we may have invited, but without any obligation to accept a particular volunteer, (since we may consider that the application is not appropriate for valid business reasons)

Where the above actions do not prevent the need for one or more compulsory redundancies, we will apply fair, objective and transparent criteria to identify those whose jobs are at risk.

Our criteria, as well as our entire redundancy procedure and all those involved in administering it, will never discriminate on the basis of an employee’s sex, maternity, pregnancy, race, colour, nationality, ethnic or national origin, religion or belief, gender reassignment, sexual orientation, age, disability, marital or civil partnership status at any stage in the redundancy process.

These criteria are designed to ensure that we can still retain essential business skills for achieving name of business’s existing and imminent business objectives. Criteria will vary from one redundancy situation to the next, but we will typically rely on criteria which are likely to include some or all of the following:

1. Experience and skills
2. Length of service
3. Levels of performance, where this can be measured objectively
4. Disciplinary record
5. Attendance record
6. Willingness to adapt.

Any employee whose role is identified for possible redundancy will be allocated to a group, called ‘the pool’.

Employees likely to be selected for inclusion in the pool may be invited to give us their feedback on the selection criteria we intend using**.**

**If you are allocated to ‘the pool’ and provisionally identified for redundancy**

Any employee whose job is provisionally identified by us as being at risk and who is allocated to ‘the pool’, will be notified in writing that they are at risk of redundancy. If you receive this notification, you will be invited to attend a one-to-one meeting where we will explain the situation, and we will consider any suggestions you may have to avoid redundancies. We will also emphasise that while employees in ‘the pool’ are at risk of redundancy, no decision has yet been taken, and we will explain to you what we are proposing to do next. You will also be able to challenge our approach in identifying your role for allocation to the pool and the application of selection criteria.

During any meeting that takes place under this policy, you may bring someone with you. That person is generally a colleague or, if relevant, a trade union representative.

We will remind you of this entitlement when we sent you a meeting invite. You must then let us know if you intend to invite someone to accompany you and who that person is, as well as their relationship to you, if this is not known to us. You will be responsible for making their attendance (including any travel) arrangements and costs.

You are entirely free to choose a work colleague to accompany you. If you do choose a work colleague, please be aware that, on occasion, we may need to adjust scheduled meeting timings to ensure that we can ensure your colleague’s attendance (and absence from their usual work duties) does not cause any operational challenges.

If you would prefer them to do so, your companion may present the key points of your grievance and they may also speak openly on your behalf at the meeting. You should feel free to seek their views and confer with them during the meeting and you are entitled to leave the room for reasonable periods of time to do so.

Your companion is not permitted, however, to answer questions put directly to you or to try to prevent the Company asking questions or outlining its views.

If we agree with any challenge that you make, you will be removed from the redundancy pool and/or provisional selection for redundancy, and we will confirm this decision to you in writing following the meeting. We will normally aim to provide this written confirmation within [7] days.

If we disagree with you, we will confirm this decision to you in writing following the meeting and we normally aim to do so within [7] days of the meeting. We will usually summarise our reasons for our disagreement in this written communication.

**Selection for redundancy**

If you’re confirmed for redundancy, we will send you a separate letter giving you notice that your contract of employment is being ended.

That letter will explain the details of your redundancy pay (if you are entitled to receive it) and any other payments that may be due to you (such as payment for accrued, untaken holiday, reimbursement of expense and pay that relates to your notice period).

At this stage, we will also:

1. Provide you with a reasonable amount of paid time off (in line with our legal obligations), so that you can look for a new job and/or undertake training relevant to your future employment
2. Investigate whether there are any suitable available roles that we could offer you as an alternative to redundancy. We strongly encourage you to actively participate in this process and to let us know if there are any roles that you have identified as suitable and of interest to you.

Suggestions for alternative work will always be driven by the needs of the business. Whether you are eligible to apply for an internal vacancy will depend on all the circumstances. If we agree that you are eligible, we will let you know the procedure to follow so that you can apply for that role.

If an offer of alternative employment is made and you agree to take it up, you are still entitled to a [4-week] trial period, during which you can decline the alternative role without losing your redundancy payment if you (not unreasonably) then conclude during that time that it is unsuitable. The same is true if we decide the alternative role is not suitable for you during that trial period: you will also still get your redundancy payment.

However, if you refuse outright to take up a suitable alternative role that we offer to you, you may lose your entitlement to redundancy pay.

**Appeals about redundancy decisions**

If we are unable to avoid making you redundant and there is no alternative suitable role available/for which you are eligible, you may appeal our decision.

If you wish to appeal, you must do so in writing within [7] days of receiving your redundancy selection letter. Your appeal must be set out in writing include the reasons why you are appealing, and it should be address to the person whose name is set out in your redundancy selection letter.

We will then invite you to an appeal meeting, which will usually take place within [7] days of your appeal letter being received by us.

We aim wherever possible, for the appeal meeting to be led by someone of an appropriate level of seniority, who is different to the person who took the decision to make your redundant.

Normally within [14] days of the appeal meeting, we will write to you setting out our final decision. This concludes the process and there is no further right of appeal.