



## REDUNDANCY POLICY

### Aim

- 1.1 We value our employees and recognise the importance of your contributions. As such we are committed to providing job security and aim to manage the business with a view to protecting services to our residents and safeguarding your employment.
- 1.2 There will, however, be instances when organisational change, financial or funding pressures, and/or external factors e.g. legislation, have an impact on our workforce, which may result in redundancy.
- 1.3 This policy provides a structured process for dealing with potential redundancy situations and sets out the help and support available.

### Who does the policy apply to?

- 1.4 This Policy applies to all employees of the Council, except those appointed by the Governing Bodies of schools, for whom procedures adopted by the Governing Bodies will apply. For the purpose of this policy, employees are as defined in section 230 of the Employment Rights Act 1996 <http://www.opsi.gov.uk/acts/acts1996/96018-ah.htm#230> or any substituting or amending legislation.

### General Principles

- 1.5 This policy will be applied fairly and equally to all employees. We will seek to ensure that the process is conducted in a way that embodies our Values. You can expect to be consulted, informed, and treated with fairness, honesty, and confidentiality. Access to appropriate and reasonable support / assistance will be made available where necessary.
- 1.6 We will take all possible steps to avoid redundancies. If redundancies are unavoidable, we will consult at an early stage and take appropriate steps to keep the number of redundancies to a minimum, whilst considering the needs of the organisation.
- 1.7 Where there is potential for redundancies, we will explore [alternative measures to avoid compulsory redundancies](#). Redundancy is seen as a last resort, and we will make every effort to redeploy you. Full details on the job matching and redeployment service can be found in our [Job Match & Redeployment Policy](#).
- 1.8 If you are pregnant, on maternity/adoption leave or have taken a period of shared parental leave that is a period of 6 weeks or longer, you will be afforded certain protections under redundancy law. [Read more about those protections](#)

- 1.9 In determining whether a redundancy has arisen, we will apply the [legal definition of redundancy](#).
- 1.10 To be eligible to receive severance payments, you must be an employee, with two or more years' service and your employment is being ended on the following grounds:
- The efficiency of the Council's service, where there are likely to be substantial efficiency gains as a result of an individual's early termination of employment.
  - Redundancy, whether through the release of volunteers or resulting from compulsory redundancy.
- 1.11 Where our services are transferring to another provider, the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) will apply. Separate advice should be sought from legal and the People Team in these situations.
- 1.12 You are entitled to be [accompanied by a Trade Union representative](#) or a work colleague throughout this process.
- 1.13 You have a [right to appeal](#) against your selection for redundancy, or if you feel that this policy has been inappropriately applied.

## 2 Process

- 2.1 When there is the potential for redundancies, consideration will be given to identifying all possible [measures to avoid or minimise redundancy](#).

### Consultation

- 2.2 We will consult with all employees who may be affected by potential redundancies. If you are affected, you and the Staff Side Secretary will be notified at an early stage. You will be issued with a letter confirming that you are vulnerable to redundancy and invited to attend a [consultation meeting](#).
- 2.3 If you are away from work, for example on long-term sick leave, maternity leave, secondment or suspension, you will be included in the consultation process, though this may be in writing.
- 2.4 You and the Staff Side Secretary will be notified of the dates of the [consultation period](#). Within that period, you will be invited to raise any issues or concerns and put forward any proposals in connection with the potential redundancy situation.
- 2.5 Consultation documents must clearly identify the number of potential redundancies as this will determine the consultation period. The Director of People, Equalities & OD is responsible for completing the HR1 form (a

statutory return) and can advise on corporate figures. Copies of the HR1 form will also be provided to the trade unions.

- 2.6 After the expiry of the consultation period, a decision about whether redundancies are necessary will be made and communicated to the staff that were notified of their vulnerability to redundancy at paragraph 2.2. Details of the selection process to be used will also be notified.

### **Selection Process**

- 2.7 We are committed to following a fair, objective and non-discriminatory selection procedure. The [selection criteria](#) will be discussed and shared with the Staff Side Secretary.
- 2.8 Where expressions of interest are sought for voluntary redundancy, consideration will be given to the [voluntary redundancy selection criteria](#).
- 2.9 The pool for selection will be clearly identified and defined and the selection criteria will be fairly and objectively applied to it.

### **Provisional Selections for Redundancy**

- 2.10 Following the initial consultation meeting and having provided feedback to colleagues and the trade unions, the line manager and a People Business Partner will make provisional selections for redundancy, applying the selection process as notified.

### **Individual Consultation**

- 2.11 If you are provisionally selected for redundancy, you will be sent a letter setting out the basis of your selection and invited to attend a meeting with your line manager. The purpose of the meeting is to discuss matters relating to your possible redundancy, including redeployment. You have the [right to be accompanied](#) at this meeting.
- 2.12 The meeting will be held as soon as is reasonably practicable after the provisional redundancy selections have been made.
- 2.13 You will be expected to take all reasonable steps to attend the meeting at paragraph 2.11. If you cannot attend, every effort will be made either to reschedule a meeting to an alternative date, receive your written submission or hear from your representative. If you cannot or do not attend the rescheduled meeting, or make other representations, we will proceed in your absence.

### **Decision to end employment**

- 2.14 If there are no apparent alternatives to redundancy, and a decision is made to end your employment by reason of redundancy, you will be informed of this decision, in writing, as soon as is practicable after the meeting. Normally this

will be within 3 working days of the meeting set out at paragraph 2.11.

- 2.15 This notification is your formal notice that your employment is ending by reason of redundancy.
- 2.16 Throughout the notice period your manager will continue to discuss with you your personal situation. If appropriate, redeployment opportunities will continue to be explored during your notice period.

### **Right of Appeal**

- 2.17 You have a [right of appeal](#) against your selection for redundancy, or if you feel that this policy has been inappropriately applied. Any appeal must be in writing, within 5 working days of receiving your formal notice to end employment.
- 2.18 There is no further right of appeal.

### **Redundancy Pay**

- 2.19 Your entitlement to [redundancy pay](#) will be based on your continuous local government service and the council's severance arrangements. All payments must be authorised under the Scheme of Delegation.
- 2.20 The Council recognises continuous service with any public authority to which the Redundancy Payments (Continuity of Employment in Local Government) (Modification) Order 1999 applies.
- 2.21 The payment you receive under the severance scheme will incorporate your entitlements to statutory redundancy payments; there will not be any additional payments.
- 2.22 In cases of redundancy, we will not pay compensation to those for whom there is no statutory requirement to do so.
- 2.23 The level of any enhanced compensation may be varied by the Council, at its sole discretion, at any time up to and including the date of redundancy.

### **Support for Redundant Employees**

- 2.24 If you are being made redundant, we will work with you to provide the support that you need. This may include for example outplacement services to help you look for alternative work.

### **Time Off to look for new Employment**

- 2.25 You may request reasonable paid time off during your notice period to look for new employment or make arrangements for training for future employment. Such requests for time off must be agreed with your line manager.

## **Bringing Forward Last Day of Service**

- 2.26 If you wish to bring forward your last day of service, you should discuss this with your manager and People Business Partner. If agreed, your redundancy payment will be recalculated using the revised end date of employment.