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## 1. Introduction

- 1.1 This document sets out the principles to be followed when considering any redundancy of employees and the procedures and processes to be followed. The Company name >> ("the Company")
- 1.2 The Company intends to maintain its level of employment as far as it is possible. It is recognised that changes in the availability of work, technology and organisational structure may affect staffing needs in the future.

## 2. Aims of the Policy

This Policy aims to:

- 2.1 Help the Company comply with relevant legislation and regulations, in particular (but not exclusively) the Employment Rights Act 1996 ("the Act");
- 2.2 Set fair and equal procedures;
- 2.3 Prevent the unfair dismissal of employees.

## 3. Consultation Process

If there appears to be a situation where redundancies may be necessary, the Company will consult with the potentially affected employees at the earliest practicable opportunity. The Company will always consult with the employees individually. Where the Company proposes to dismiss 20 or more employees within a period of 90 days or less, it is required by law to consult with the appropriate representatives of any of the employees who may be affected by the redundancies or measures taken in connection with them.

All consultation between the Company and the representatives and individual employees will be carried out with a view to reaching an agreement, avoiding or minimising the number of redundancies and determining the selection criteria to be used.

### 3.1 Collective Consultation

- 3.1.1 Where it is proposed to make more employees are to be made redundant in a period of 90 days or less, the Company will:
  - 3.1.1.1 Notify the appropriate representatives by submitting form HR1, no later than:
    - a) 30 days where the number of employees to be made redundant is between 20 and 99; and
    - b) 45 days where the number of employees to be made redundant is 100 or more.

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3.2.3 The purpose of the selection process is to allow the potentially affected employees to make representations to the Company, including redundancy and the selection criteria.

3.2.4 All representations will be properly considered before any final decision is made.

#### 4. Avoiding or Minimising Redundancies

The Company will seek to avoid or minimise redundancies through any means deemed reasonable in the circumstances. The Company will consider:

- 4.1 Inviting applicants for other roles;
- 4.2 Inviting applicants for other roles;
- 4.3 Placing restrictions on recruitment of new staff;
- 4.4 Reducing the number of staff;
- 4.5 Retraining and redeploying staff to fill vacancies;
- 4.6 Restricting overtime;
- 4.7 Inviting applicants for other roles;
- 4.8 Freezing or reducing recruitment;
- 4.9 Short-time working or other measures.

There is no obligation on the Company to implement any particular measure detailed above, and the use of such measures will depend on the financial or organisational requirements of the Company. The Company must have regard to the need to retain the balance of the workforce amongst employees necessary to meet future business requirements.

#### 5. Voluntary redundancy

In order to reduce the need for compulsory redundancies, the Company may seek volunteers for redundancy. The offer of voluntary redundancies will be a matter for the Company. The opportunity will be available to all employees.

The Company may not be able to offer voluntary redundancies to all employees.

#### 6. Selection Criteria

- 6.1 The Company will establish a Pool of employees which are eligible for redundancy. The procedure applied to the selection of employees for redundancy will be non-discriminatory and capable of being applied to independent applicants.
- 6.2 Where measures to avoid or minimise redundancies are not sufficient, the Company will develop selection criteria to be applied to the Pool.
- 6.3 The selection criteria will be non-discriminatory and capable of being applied to independent applicants. The following factors may be considered:
  - 6.3.1 Aptitude for the job;

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ons for voluntary redundancy.

of identifying the categories of employees eligible for redundancy (the "Pool") and the selection criteria to be applied to the Pool. The selection criteria will be non-discriminatory and capable of being applied to independent applicants.

undancies are not sufficient, the Company will develop selection criteria to be applied to the Pool.

circumstances, but the following factors may be considered:

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- 6.3.2 Skills and experience;
- 6.3.3 Standard of performance;
- 6.3.4 Attendance and punctuality;
- 6.3.5 Flexibility / adaptability;
- 6.3.6 Length of service.

- 6.4 The selection criteria will consist of the relevant criteria as set out in the Director / Manager selection criteria document (the << e.g. HR department head >> Manager >>]).
- 6.5 Once the selection process has been completed, the Company will notify those employees provisionally selected to the Pool and provisional selections for redundancy. Provisionally selected employees will be invited to a consultation meeting.

objective supporting evidence);

HER [a "Selection Panel", which will consist of the relevant criteria as set out in the Director / Manager selection criteria document (the << e.g. HR department head >> Manager >>]).

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## 7. Redeployment

- 7.1 The Company is committed to redeployment as a means of avoiding redundancy, where possible.
- 7.2 Where the Company is unable to find a suitable alternative position is available, an unconditional offer of redeployment will be made to the employee, in writing, before the employee's contract is terminated ("Alternative Work Offer").
- 7.3 Whether the Company will make an offer of redeployment will depend on a number of factors:
  - 7.3.1 Pay;
  - 7.3.2 Job status;
  - 7.3.3 Location;
  - 7.3.4 Working hours;
  - 7.3.5 Working environment.
- 7.4 The Alternative Work Offer will be made if the position offered differs from the employee's old position. It is proposed that the employee is to commence the new position immediately after the end of the old position or within 4 weeks.
- 7.5 The new position must be of a similar or higher status to the old position.
- 7.6 All employees redeployed to a new position are entitled to a 4-week trial period in order to determine if the employee remains in the new position and has accepted the Alternative Work Offer.
- 7.7 If it is agreed that the employee will remain in the new position, the employee will be regarded as having been made redundant and will be entitled to a redundancy payment to which they would have been entitled had redeployment not occurred.
- 7.8 If the employee remains in the new position, he or she will be deemed to have accepted the Alternative Work Offer.

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7.9 An employee on maternity leave shall be offered any suitable alternative roles.

## 8. Dismissal Procedure

- 8.1 Following selection and consultation, where it is determined that there is no practicable alternative, the Company may select employees who have been selected for redundancy by the Company in writing (the "Redundancy Notice").
- 8.2 The Redundancy Notice shall state that the employee is redundant;
- 8.2.1 State that the employee is redundant;
- 8.2.2 State the circumstances which have led to the employee being selected for redundancy;
- 8.2.3 Specify the date on which the employee's employment will cease (subject to the minimum notice period);
- 8.2.4 Specify whether the employee will receive a redundancy payment, and, if so, how much;
- 8.2.5 Detail any additional benefits to which the employee is entitled (e.g. in respect of unused holiday pay);
- 8.2.6 State that the employee has the right to appeal, with details of who the appeal should be made to;
- 8.3 Individual notice periods shall run concurrently with the statutory minimum notice period, where applicable.
- 8.4 [Employees may leave the Company without prejudicing a redundancy payment, where agreed with the Company.]

## 9. Appeals

- 9.1 Employees have the right to appeal against being selected for redundancy or redeployment. Should an employee wish to appeal they must notify the Company, in writing, within five working days of receipt of the Redundancy Notice, by submitting an "Appeal Request".
- 9.2 The Appeal Request shall be submitted to the person named for the purpose in the Redundancy Notice.
- 9.3 The appeal will be heard by a manager more senior than those involved in the original decision >>] OR [<< a manager not involved in the original decision >>], who will act impartially in all the circumstances.
- 9.4 The employee is entitled to be accompanied to the appeal meeting by a colleague or trade union representative.
- 9.5 The Company will communicate the outcome of the appeal to the employee, in writing, as soon as reasonably practicable after the appeal is held, and usually within << 10 >> working days.
- 9.6 The appeal decision shall be final.

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Employee receives the Redundancy

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## 10. Redundancy Payments

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## 11. Data protection

- 11.1 The Company processes personal data in accordance with its Data Protection Policy, including dealing with any potential or actual redundancies. Data for those purposes is held securely and access is controlled for those individuals for the purposes of:
- 11.1.1 following a fair and reasonable process that dismissals for redundancy are not unfair;
  - 11.1.2 selecting employees for redundancy;
  - 11.1.3 considering alternative employment opportunities;
  - 11.1.4 offering alternative employment opportunities;
  - 11.1.5 implementing redundancy;
  - 11.1.6 dealing with redundancy appeals; and
  - 11.1.7 defending legal claims relating to redundancies.
- 11.2 Inappropriate access to employee data by an employee of the Company constitutes a breach of the Company's Information Policy and should be reported immediately in accordance with the Reporting Policy.

## 12 Further Support

The Company recognises that redundancy can be a stressful experience and is committed to providing support to employees who face redundancy. The Company will provide support to employees in the following ways:

- 12.1 Allowing employees to take redundancy reasonable time off on full pay, in order to complete training;
- 12.2 [Liaising with external agencies to help employees at << insert location >> to find new employment opportunities;]
- 12.3 [Offering guidance on application forms and interview techniques;]
- 12.4 [Offering advice on redundancy appeals and sources;]
- 12.5 [Providing information on the financial consequences of redundancy, including redundancy pay, the effect on pension payments and any other benefits that may be available.]

### This policy has been approved & signed

Name: <<Insert Name>>

Position: <<Insert Position, e.g. HR Manager or Resources Manager>>

Date: <<Date>>

Signature: