

SHREWSBURY HOUSE COMMUNITY ASSOCIATION

Bushmoor Crescent, Shooters Hill, London SE18 3EG

Tel: 0208 854 3895

Email: manager@shrewsburyhouse.org

Website: www.shrewsburyhouse.org

Redundancy Policy & Procedure

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1.0 Purpose and Scope

The aim of this policy is to set out the principles and processes in the event that we (SHCA Board) need to consider making redundancies. This policy is not contractual which means that SHCA may alter this policy at any time. If SHCA does make changes we will let staff know what they are.

This policy should be read in conjunction with

- Employees Handbook and
- Contract of employment for the member of staff

2.0 Introduction and Objectives

SHCA place a high priority on maintaining job security for all our staff. However financial constraints, funding shortages, re-organisation, changes in working methods and other circumstances may result in the requirement to reduce the number of staff. This in turn may lead to a redundancy.

A redundancy situation occurs where there is a reduction (or ending) of work that leads to a reduction in the number of staff employed at a place of work. Dismissals can also occur when an employer needs to make changes in the way work is organised.

If the work that we are commissioned to deliver is transferred to another employer then you may be transferred to the new provider under the Transfer of Undertakings (Protection of Employment) regulations (TUPE) in which case you would not be redundant.

3.0 Principles

Wherever there is a risk of redundancy, we aim to:

- Reduce, avoid or limit the effects of compulsory redundancies
- Follow a genuine and meaningful consultation process
- Actively consider alternative employment
- Ensure that if redundancy occurs, we handled it in accordance with the law
- Follow a transparent, fair and reasonable process

4.0 Selection for Redundancy

If we need to contemplate a potential redundancy, we will identify the posts that are potentially affected and consider whether redundancy can be avoided. Where appropriate we will consider voluntary redundancies although we reserve the right to decline a request where we need to retain particular skills, knowledge or experience.

If we need to reduce the numbers of posts in a particular role and there are more staff than available posts, we will use specific criteria on which to select. Such criteria will be designed to ensure that we retain the knowledge, skills, experience and flexibility that

we need for the future. Selection criteria will not be relevant where a single post is identified at risk of redundancy.

5.0 Consultation

In the event of a risk of redundancy identified by Management and Trustees, we will consult with staff to discuss proposals, confirm timescales, answer questions and gather views and suggestions before a final decision is made:

As SHCA employs less than 20 staff, if there is a risk of redundancy, we will consult with staff on an individual basis.

It is recommended that **at least 2 consultation meetings be held with individuals with at least a 2-week gap between them.** The first meeting would follow the sending out of written notification to the individual that they are likely to be made redundant. Not until a second meeting (at least) has taken place should notice be given.

To help ensure a fair redundancy process, the employee can be **accompanied by a work colleague or trade union representative** at these meetings, and allowed to appeal against the decision made following the meetings.

***Should funding be secured** from any sources or from alternative donors, which would enable staff positions to be funded, and then the redundancy process would be overturned.*

6.0 Statutory Redundancy Pay

If you are made redundant you will be entitled to statutory redundancy pay if you are an employee and have over 2 years' service. Statutory redundancy pay is calculated dependent on your salary, length of service and age (both salary and service are capped) as follows:

- ½ week's pay for each full year of service where your age was under 22
- 1 week's pay for each full year of service where your age was 22 or above, but under 41
- 1½ week's pay for each full year of service where your age was 41 or above

Length of service is capped at 20 years and weekly pay is capped at rate set by the Government in April of each year. See [DirectGov](#) for further information on qualifying rules and statutory rates.

7.0 Notice

If you are made redundant you will be entitled to notice. The period of notice will be stated in your employment contract. If statutory notice exceeds what is stated in your contract then you would be entitled to statutory notice. Statutory notice is at least one week's notice if employed between one month and 2 years; one week's notice for each year if employed between 2 and 12 years; and 12 weeks' notice if employed for 12 years or more.

In most cases you will be required to work out your notice period. However in some cases we may decide it is more appropriate to give a payment in lieu of notice. This will be at our discretion and will depend on the circumstances at the time.

Formal notice of redundancy will be confirmed in writing and will include the calculation for any payments due on termination, including any statutory redundancy pay entitlement.

During the notice period, you will be entitled to reasonable paid time off for alternative job search e.g. to attend interviews. This time off must be agreed in advance.

8.0 Redeployment

If we have a suitable alternative role you may be offered that role. The new role would begin immediately after the notice period for the redundant role comes to an end. Offers of alternative employment, which are made in this way, will include a statutory trial period of four weeks.

If at any stage during the trial period either party concludes the role is not suitable, then your right to redundancy payment is preserved. If we believe that you have unreasonably refused a suitable alternative employment, you will lose your right to a redundancy pay.

9.0 Appeals

You will be given an opportunity to appeal against your redundancy dismissal. The redundancy notice letter will confirm who the appeal should be lodged to and the timescales to appeal. Appeals would normally heard by the Trustee team delegated with HR responsibilities on the Board of Trustees. There is no further right of appeal.

10.0 Data protection

We will process your personal data, including data that is within the special categories of data (such as personal data concerning health), collected during recruitment and while you are employed in accordance with the data protection policy for the purposes of dealing with any potential or actual redundancies.

In particular, data collected and processed for those purposes is held securely and accessed by, and disclosed to, individuals for the purposes of ensuring a fair process, complying with statutory notification and defending any legal claims.

Inappropriate access or disclosure of employee data by an employee constitutes a data breach and should be reported immediately in accordance with the data protection policy. It may also constitute a disciplinary offence, which will be dealt with under the disciplinary procedure.

Trade union representatives (in their capacity as representatives of a trade union) and staff representatives must deal with personal data about employees in accordance with all relevant legal requirements, including the General Data Protection Regulation.