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| PCC LOGO | Redundancy Policy |

Document Overview

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| **Purpose** | The purpose of this policy is to ensure that in the event of financial constraints or re-organisation, for whatever reason, that requires jobs to cease or diminish, that a fair selection and consultation process is followed. This policy applies to all staff with a contract of employment. |
| **Confidentiality** | This document is not confidential. |
| **Document owner** |  |
| **Status note** | Draft/Final |
| **Distribution** | All PCC staff. |
| **Required action** |  |
| **Proposed next step** |  |

Version History

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| **Version** | **Date** | **Status Note** |
| 1.0 | 05.06.2023 | HR Template |
| 1.1 | 06.02.2024 | Insertion of 8.3 due to law changes from 01.04.2024 |
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1. Introduction
   1. The PCC is committed to maximising security of employment for its employees. The PCC will seek to avoid compulsory redundancies wherever possible. However, it recognises that there may be circumstances when staffing requirements change and compulsory redundancies cannot be avoided.
   2. Typically, redundancies may be part of a restructuring plan, line managers are expected to use the restructure proposal form (Appendix 26a) before progressing any redundancies.
   3. Where compulsory redundancy is inevitable, the PCC will handle the redundancy exercise in a fair, consistent and sympathetic manner.
   4. In following the redundancy procedure set out in this policy, the PCC will not discriminate directly or indirectly on grounds of age, disability, gender reassignment, marital or civil partner status, pregnancy or maternity, race, religion or belief, sex or sexual orientation. Part-time workers and fixed-term employees will not be treated less favourably than full-time or permanent comparators.
   5. The aim of this policy is to set out the procedures that will be followed in cases of redundancy, ensuring compliance with employment law and ACAS guidance.
   6. This policy applies to all employees who are affected by a potential redundancy situation. It does not apply to agency workers, consultants or contractors.
   7. This policy does not form part of an employee's contract of employment and the PCC reserves the right to amend, replace and depart from (where the circumstances dictate) this policy at any time.
2. Avoiding and/or Minimising Compulsory Redundancy
   1. The PCC will seek to avoid compulsory redundancies wherever possible. Where a reduction in the number of employees the PCC employs is unavoidable, every effort will be made to minimise the number of redundancies.
   2. Where redundancies are proposed, the PCC will consult individually with all affected employees and, where appropriate, with trade union or other employee representatives.
   3. The PCC will, as an initial step, consider some or all of the following alternatives, as appropriate to the situation and subject to the PCC’s business needs at the time, in order to avoid compulsory redundancies:
      1. natural wastage;
      2. restrictions on recruitment;
      3. retraining and redeployment;
      4. salary freezes;
      5. flexible working arrangements;
      6. introduction of short-time working or temporary lay-offs;
      7. reduction or cessation of overtime;
      8. reduction in contractual working time;
      9. career breaks, sabbaticals and/or leave of absence;
      10. reduced use of agency workers, relief staff, temporary employees, contractors and consultants;
      11. voluntary redundancies acceptance of which will be at the PCC’s absolute discretion or early retirement; and/or
      12. offer suitable alternative employment where possible.
3. Consultation
   1. Where compulsory redundancies cannot be avoided, all affected employees and where appropriate union and/or employee representatives will be notified.
   2. The consultation periods applicable for potential redundancies are:
      1. Less than 20 employees - 30 days before the notice of redundancy
      2. 20 to 99 employees – 30 days before the notice of redundancy
      3. 100 or more employees – 45 days before the notice of redundancy
   3. For redundancies of 20 or more employees over a 90 day period, the PCC will consult recognised trade unions and/or employee representatives on:
      1. the redundancy procedures to be followed; and
      2. the criteria to be applied.
   4. In all consultation meetings, employees are entitled to be accompanied by a recognised trade union representative or colleague
   5. There will be at least two individual consultation meetings with affected employees to ensure the opportunity for the employee to fully understand the reasons for the consultation, and to offer feedback on alternative options to redundancy.
4. Selection
   1. When identifying the pool of candidates for selection we will look at, at least one of the below:
      1. Employees who undertake a similar type of work
      2. Employees who work in a particular department
      3. Employees who work at a relevant locations
      4. Employees whose work has ceased or been reduced, or is expected to be
   2. Selection of those employees potentially at risk of redundancy will be undertaken using objective selection criteria, which will be consistently applied, transparent and fair and based on the skills required to meet the PCC’s existing and foreseeable business needs.
   3. The criteria will consist of a range of factors and may include:
      1. qualifications and skills;
      2. specialist knowledge;
      3. aptitude;
      4. efficiency;
      5. work performance (such as quantity and quality of work);
      6. timekeeping and attendance; and/or
      7. disciplinary record.
   4. The selection process may also include competitive interviewing, testing or other forms of assessment.
   5. Where possible, selection criteria should be carried out by at least two managers who know the employees, and the scores added together to give a total score per employee
   6. A record will be kept of the selection process and results.
   7. The PCC will consult individually with you if, after the application of the selection criteria, you have been provisionally selected for redundancy.
5. Notice of Redundancy
   1. If you are selected for redundancy, you will be given as much notice as reasonably practicable but, as a minimum, written notice of termination of employment in accordance with your contractual notice and subject to minimum statutory requirements.
   2. The PCC, at its absolute discretion, may make payment in lieu of notice for all or part of the notice period, e.g. where it is not practicable or appropriate for you to work your notice and/or the needs of the business allow.
   3. The PCC reserves the right, at its absolute discretion, to require any employee made redundant not to attend their place of work for all or part of the redundancy notice period and/or to place the employee on garden leave in accordance with any relevant provisions of the employee's employment contract.
6. Redundancy Payment
   1. Any employee made redundant who has at least two years’ continuous service with the PCC is entitled to a statutory redundancy payment, calculated according to age, weekly pay and number of years of continuous service.
   2. Any employee who receives redundancy pay will receive a written notice setting out how their pay has been calculated.
7. Appeal
   1. If you receive notice that you are to be made redundant, you have the right to appeal against the decision if you consider that you have been unfairly selected for redundancy or that there have been procedural failings.
   2. An employee must inform the PCC/BOARD/TRUSTEES of their wish to appeal against a decision that has been taken, within 5 working days of that decision, and the grounds on which they wish to appeal and should put these in writing.
8. Alternative Employment
   1. The PCC will make every effort to find suitable alternative employment within the PCC. Redundant employees will be informed of any available vacancies and redeployment opportunities considered until the date of termination of employment.
   2. If such suitable alternative employment is available, the PCC will provide a written offer to you detailing the terms and conditions applicable to the new employment. Your acceptance should be in writing.
   3. Those who are pregnant, on maternity, adoption or shared parental leave take priority over other employees when offering alternative employment. The Protection from Redundancy (Pregnancy and Family Leave) Act 2023 offers the following protections:
      1. For those who are pregnant, the protection starts from the day they tell us that they are pregnant and lasts until 18 months after the child’s birth date
         1. For those who have had a miscarriage after 24 weeks of pregnancy and are entitled to take statutory maternity leave, the protection lasts for 18 months from the date of the still birth
         2. If the miscarriage occurs within the first 24 weeks of pregnancy then the protection extends for two weeks.
      2. For those on Adoption leave, the protection starts from the first day of adoption leave, until 18 months after the date of adoption
      3. For those on Shared parental leave who take less than 6 weeks leave, the protection extends to the duration of the leave. For those who take 6 weeks or more leave, the protection extends to 18 months after the child’s birth date/adoption date.
   4. If you refuse the offer of alternative employment, you must do so in writing, setting out your reasons. Unreasonable refusal of an offer of a suitable alternative job will lead to loss of your right to a redundancy payment.
   5. Alternative employment may be offered on a trial period, of no less than 4 weeks. At the end of your trial period, you and your Line Manager will decide on whether to formalise your new role. If the new role is deemed to be unsuitable then you will continue to be entitled to receive the redundancy pay and notice as detailed in your redundancy letter.
9. Time off to seek work
   1. Employees under notice of redundancy have the right to a reasonable amount of paid time off to seek alternative work, attend interviews or undertake training.
10. Assistance to redundant employees
    1. The PCC will make available the following assistance to employees who are being made redundant, before their leave date:
       1. Guidance on training to upskill for a new role
       2. Counselling/Pastoral Support
       3. Help with Financial advice
       4. Additional face to face meetings to clarify the reasons for the redundancy / redundancies
       5. Help with writing CV’s and applying and responding to job advertisements
11. Assistance to remaining employees
    1. The PCC will make available the following assistance to remaining employees who are affected by the redundancy process and are adjusting to a new way of working
       1. Training if needed for their role
       2. Counselling/ Pastoral support
       3. Additional face to face meetings to clarify the reason for the redundancy / redundancies and the impact on their current role
12. Annual leave
    1. Employees will be expected to use any outstanding accrued annual leave prior to the date of termination of their employment.
    2. Payment for untaken accrued annual leave will be made subject to and in accordance with the terms of your contract of employment.
13. Taxation
    1. Under current HMRC rules, redundancy payments of up to £30,000 do not attract liability for income tax or national insurance contributions and are therefore tax free.
14. Pension benefits
    1. You should seek specialist advice from the pensions department regarding the impact of redundancy on your PCC pension.
15. Fixed-term contracts
    1. This policy will not apply to the ending, non-renewal or non-extension of fixed-term contracts for employment of less than 4 years save that reasonable efforts will be made to identify any suitable alternative employment within the organisation.
    2. For fixed term contracts of 4 years or more, employees are entitled to redundancy pay in accordance with section 6.