

# Waddington Street Centre Redundancy Policy



## 1. Principles

- 1.1 It is the aim of Waddington Street Centre (WSC) to maintain and enhance the efficiency and financial sustainability of the organisation which will, as far as possible, safeguard the current and future employment of their employees.
- 1.2 However, WSC is grant aided and funding may not be guaranteed. It is also recognised that there may be changes in service or organisational requirements which may affect staffing needs. In such circumstances WSC will seek to minimise the effect of redundancies through the provisions made in this policy.
- 1.3 WSC is committed to ensuring that this policy does not discriminate directly or indirectly on grounds of race, colour, ethnic or national origin, religion or belief, sex, sexual orientation, marital status, disability, age, trade union membership and activity.
- 1.4 Part-time staff and those working under fixed-term contracts, shall under no circumstances be singled out for selection on different criteria to those applied to (*comparable*) full-time staff.
- 1.5 This policy will be reviewed from time to time to ensure that it reflects changing organisational needs.

## 2. Application

This section details the process to be undertaken where changes in funding, service or organisational requirements may affect staffing needs.

### 2.1 Preventative Measures

2.1.1 Where the potential need for redundancies has been identified, and in order to attempt to avoid these, one or more of the following measures may be taken:

- (i) consideration will be given to a salary freeze for a specified period
- (ii) consideration will be given to suspending advertising and recruitment
- (iii) consideration will be given to discontinuing temporary labour
- (iv) consideration will be given to the likely effects of natural wastage
- (v) consideration will be given to existing workloads and overtime levels
- (vi) consideration will be given to job-sharing, part-time employment and/or other flexible arrangements
- (vii) consideration will be given to discontinuing the engagement of consultants.

Any such measure will need to ensure that it does not adversely affect service delivery & development; or causes WSC to default on contracts; or fail its obligations to funders; or prevents WSC from recruiting personnel to help avert or prevent the conditions which give rise to the problem.

**2.1.2** WSC will seek voluntary redundancies wherever possible. The category of employees will be made known and volunteers will be sought at least 15 days before any compulsory notices are issued.

## **2.2 Compulsory Redundancy**

### **2.2.1 Selection criteria**

2.2.1.1 When selecting staff for redundancy, the following objective criteria will be taken into account. This list is not exhaustive and is not necessarily in order of priority:

- loss of contract based work or funding for the post
- attendance and disciplinary records
- appraisal/review records
- relevant experience, qualifications, capability and adaptability
- further social criteria relevant to affected employees such as poor employment prospects due to disability, age, etc...

2.2.1.2 No employee will be selected for redundancy for any of the following reasons:

- union-related reasons
- health and safety-related reasons
- for asserting a statutory right
- maternity-related reasons
- for carrying out the function of or standing as an employee representative
- on grounds of sex, race, religion or belief, sexual orientation, marital status, age or (without sufficient justification on operational grounds) disability

2.2.1.3 Where WSC plans to make 20 or more employees redundant, it will follow a formal consultation process in line with the relevant legislation in force at that time.

### **2.2.2 Suitable Alternative Employment**

2.2.2.1 Employees under notice of redundancy shall be informed of all actual and expected vacancies at WSC during the period of their notice.

2.2.2.2 For each vacancy available at that time, WSC will determine whether any of the employees declared redundant should be assimilated into the vacant post, or offered a redeployment (ring-fenced) interview for it. Records of this marking process will be kept for 6 months.

#### **Assimilation**

2.2.2.3 **Assimilation** will occur when a vacancy is very similar to a job to be made redundant. WSC will determine this by comparing the two job descriptions and person specifications and assessing similarity on the basis of 90% or more match that will be decided at the start of the redundancy process.

- 2.2.2.4 Where only one employee has met the criteria for assimilation for a vacant post that employee will be slotted into that post.
- 2.2.2.5 Where more than one employee is eligible for assimilation to a particular post, then the employees will each be invited to an interview. In such cases this is no longer an assimilation but a redeployment and interviews take place as stated in 2.2.2.7. Employees may have a union representative, or a work colleague of their choice, present at the interview in an advisory capacity.

### **Redeployment**

- 2.2.2.6 Where the vacancy is not so similar as to justify assimilation, but there is a 70%-89% match, the employee will be invited to a **redemption** interview. The employee may have a union representative, or a work colleague of their choice, present at the interview in an advisory capacity.
- 2.2.2.7 The purpose of the interview is to:
- (i) establish whether, with a reasonable amount of training if necessary, the employee is able to undertake satisfactorily the tasks detailed in the job description for the alternative post. This will be done by:
    - considering the employee's complete work experience to date (whether paid or voluntary);
    - the skills s/he has acquired over time, and
    - whether these constitute at least 90% of the essential requirements for the vacant post.
  - (ii) to establish whether the employee considers the post to be a suitable alternative and is willing to accept it.
- 2.2.2.8 Where two members of staff are equally successful in applying for the same post, the post may be offered to both as a job-share, if an additional alternative post cannot be found.
- 2.2.2.9 Where an employee under notice of redundancy is to be redeployed, WSC will use its best endeavours to provide retraining which is compatible with the work and business of WSC so far as is reasonably practicable, having regard to both the cost of retraining and the requirement for the employee to carry out the duties of the redundant post during the notice period.

### **General Recruitment**

- 2.2.2.10 Where a vacancy is not so similar as to justify **assimilation** or **redemption**, WSC at their discretion, shall be entitled to invite staff to apply for any suitable alternative post. The employee will be shortlisted and interviewed prior to other applicants for the post.
- 2.2.2.11 A member of staff who is successful in being assimilated to, redeployed or in applying for an alternative post, shall have her/his redundancy notice withdrawn, subject to 2.2.3 below.

### **2.2.3 Trial period**

- 2.2.3.1 Redundancy rights will not be lost if the staff member or WSC decides after a trial period of up to 4 calendar weeks, from the date at which the new job was taken up, that the new job or the staff member's performance in that post is not suitable.
- 2.2.3.2 In such case either party may terminate or give notice and on termination the staff member shall be treated as though s/he has been made redundant on the date the old job ended.
- 2.2.3.3 The trial period shall be extended for up to 3 months for the purpose of training for the new post, provided that the trial period and terms and conditions of appointment applying after training are agreed in writing prior to the commencement of the new job.

### **2.3 Appeals**

- 2.3.1 Staff to be made redundant are entitled to appeal against this decision if they feel that the selection criteria has been unfairly applied in their case.
- 2.3.2 Staff who have not been offered suitable alternative employment following the interview process outlined in 2.2.2 above, are also entitled to appeal against this decision.
- 2.3.3 Staff wishing to appeal are entitled to be accompanied at the appeal hearing by a trade union representative or a work colleague of their choice.
- 2.3.4 Appeals must be submitted within ten working days of the decision in either of the above being communicated to the employee.
- 2.3.5 In order to hear any complaints under 2.3.1 and 2.3.2 above, WSC will set up an Appeal Panel made up of the Board's Chair and two other Board members (or Staffing Committee if one exists), none of whom should have been previously involved with the specific case to be heard. The Panel's decision will be based either on unanimous agreement or majority vote.
- 2.3.6 The Panel shall be called within ten working days of the appeal being submitted. The decision of the Panel is final and shall be communicated to the employee within five working days of the Appeal Hearing.

### **2.4 Employee's Entitlements**

- 2.4.1 Staff may opt for redundancy if they are in a post whose termination would enable WSC to avoid a compulsory redundancy and if their voluntary redundancy is accepted by WSC.
- 2.4.2 Volunteers for redundancy may be entitled to an enhanced package subject to the trustee's discretion.
- 2.4.3 Staff members to be made redundant shall be informed as soon as

possible, in a private meeting with the Chair, of their potential redundancy and will be entitled to at least 30 day's notice before it takes affect. This notice period will increase by one additional week's notice for 5 or more years of continuous service, up to a maximum of 12 weeks (84 calendar days) notice.

- 2.4.4 Staff affected are encouraged to contribute to the consultation process with their own ideas for preventative measures or possible alternative employment with WSC.
- 2.4.5 Staff to be made redundant are entitled to an appeal as set out in 2.3 above.
- 2.4.6 Without prejudice to any entitlement to salary in lieu of notice payable under clause 2.4.10 below, staff with two or more years continuous employment with WSC, at the date their notice of redundancy becomes effective, shall receive statutory redundancy payments
- 2.4.7 Staff with less than two year's continuous employment with WSC, at the date their notice of redundancy becomes effective, are not eligible for redundancy payment as detailed in 2.4.6 above.
- 2.4.8 Payment in respect of outstanding accrued holiday entitlement shall be made if it is not reasonably practicable for such holiday entitlement to be taken during the notice period. Holiday time taken up to the annual allowance but not earned shall not be deducted.
- 2.4.9 During their notice period staff are entitled to a maximum of 5 working days without loss of pay to attend interviews/training.
- 2.4.10 During the period of notice, and by mutual agreement, the employee may be allowed to leave WSC without loss of entitlement. Agreement by WSC will be considered in each case and will depend on whether the request is made on reasonable grounds. An offer to commence alternative employment by an alternative employer during the notice period, where failure to commence will result in the offer being withdrawn, shall constitute reasonable grounds.
- 2.4.11 The Management Committee will aim to develop a contingency plan to deal with either the closure of WSC or some other event that would lead to multiple redundancies. This plan might include, but will not be limited to placing a percentage of the total payroll in reserve each year until said time when there are sufficient funds to handle such an emergency.

Date this policy was approved by the Board of trustees: 26th November 2018