

# UK Redundancy Policy

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## 1.0 Introduction and Scope

- 1.1 This policy outlines the process it will follow to manage any redundancies. It applies to employees of Sightsavers within the UK only; for other countries please refer to local policies and legislation.
- 1.2 This policy does not apply to those with less than 2 years' service.
- 1.3 This policy does not form any part of any employee's contract of employment and it may be amended or replaced at any time.

## 2.0 Definitions

### 2.1 Definitions:

An employee is “**redundant**” if the dismissal is wholly or mainly attributable to the fact that:

- The employer has ceased (or intends to cease) carrying on the business for the purposes of which you employ someone
- The employer has ceased (or intends to cease) to carry on the business in the location that the person is employed
- The employer's requirement for employees to carry out work of a particular kind has ceased or diminished
- The employer's requirement for employees to carry out work of a particular kind in a specific location has ceased or diminished.

For the avoidance of doubt, redundancy can occur either where the amount of work disappears completely, or where the amount of work reduces.

Please note, redundancy pay is capped, a “**week's pay**” is either the employee's actual weekly pay as determined by a 12 week reference period or the **statutory redundancy pay cap** set by the government each year, whichever is lower. This means that if an employee's weekly salary is higher than the statutory pay cap, it is the pay cap figure that applies to your redundancy payment calculations.

## 3.0 Minimising Redundancies

- 3.1 Sightsavers shall endeavour, as far as possible, to secure the ongoing employment of its staff, however it is recognised that there may be changes such as organisational requirements, funding and infrastructure which may affect staffing requirements.
- 3.2 In practice, for example, if a departmental restructure is proposed, we will usually carry out a mapping process and notify you if an available alternative role is considered to be suitable that would not require you to go through a competitive process. An alternative position is considered suitable where the role is at a similar level of responsibility, and requires the same skills, aptitude and experience to perform the role - or where the skills, aptitude and experience

required could be obtained within a reasonable timeframe. Generally the terms of the alternative role will also be comparable with the terms of your previous role.

## **4.0 Consultation**

4.1 Where there is a potential redundancy situation, consultation will take place with affected employees as soon as possible. Redundancy consultation is a period of time during which the impacted employee(s) may take advice, ask further questions, make suggestions and propose alternatives to making the role or roles redundant.

### **4.2 Individual Consultation**

In all cases of potential redundancy Sightsavers will consult with employees on an individual basis. There is not a statutory minimum period for how long individual consultation should continue; however, it needs to be an adequate period of time for meaningful consultation to occur. Therefore, individual consultation period may vary, but will be no longer than 30 days in the majority of cases.

### **4.3 Collective Consultation**

If a situation arose where 20 or more employees were declared potentially redundant within a 90-day period Sightsavers will undertake collective consultation according to ACAS guidelines and advise those affected of the process. This will normally start before individual consultation commences. Both collective and individual consultation will be carried out before any final decisions are made.

## **5.0 Selection Criteria**

5.1 In some cases there may be more employees who are potentially at risk of redundancy, than there are roles that will remain. In such cases of role reduction, all those employees who are in roles that are the same or would be considered similar in level and responsibilities will be placed into a selection pool.

5.2 The selection criteria that will apply will vary depending on the needs of Sightsavers, the type of changes proposed and the roles impacted. However, the criteria will always be as objective as possible, reasonable and non-discriminatory. The primary basis of selection for redundancy will usually be the qualifications, skills and experience required for remaining roles. Selection criteria may also include records of attendance, disciplinary and standard of performance. The performance and aptitude of the employee will be considered in the context of the needs of the business at that time.

5.3 The proposed selection criteria will usually be discussed with affected employees during the consultation period, prior to selection taking place. Selection can take place once the criteria have been considered and confirmed

either during the consultation period or shortly after the consultation period has closed.

## **6.0 Right to appeal**

- 6.1 Any employee who is potentially redundant has the right to appeal the business reasons for the redundancy or the redundancy process itself.
- 6.2 An employee should raise any concerns as soon as possible directly with their line manager so that these can be discussed; however, any written appeal must be submitted within 5 working days from the date that an employee is confirmed as redundant.
- 6.3 Any written appeal must include clear grounds of the reasons for the appeal, with supporting examples and documentation if applicable, and be sent to a Senior HR Business Partner. The appeal will then be investigated fully by a manager and the Senior HR Business Partner.

## **7.0 Redeployment**

- 7.1 Where there are vacant roles which have been identified as suitable alternative vacancies by the organisation, all individuals who are potentially at risk of redundancy will be given the priority to apply. In some situations, Sightsavers may require that an at risk employee takes up a vacant role if it is deemed a suitable alternative position.
- 7.2 Employees at risk of redundancy will be entitled to undertake a trial period of four weeks in a role that is deemed a suitable alternative (following completion of any training and up-skilling required) without waiving their right to redundancy payments.
- 7.3 An employee who is offered a suitable alternative position before the date on which their redundancy is due to take effect, but unreasonably refuses to take this position, will waive their rights to redundancy payments.

## **8.0 Redundancy Payments**

- 8.1 In line with statutory provisions, employees with less than two years' continuous service will not be eligible for a redundancy payment.
- 8.2 Redundancy payments for employees with two or more years' continuous service are based upon a week's pay (as per the definition in Section 2). In line with statutory provisions, the payment is based on completed years of service as follows:

Age in years	Entitlement
<b>Under 22</b>	0.5 weeks' pay for each full year of service while they were under 22
<b>22 - 41</b>	1 weeks' pay for each full year of service while they were 22 or over, but under 41
<b>41 and over</b>	1.5 week's pay for each full year of service while they were 41 or over

8.3 The length of service shall be calculated from the continuous employment start date to the effective date of redundancy and this is calculated in whole years only, i.e. there are no prorated payments for part years of service.

For example, if a 30 year old employee has 5½ years of service they would be entitled to 5 years full service multiplied by 1 week for each year, making a redundancy payment of 5 weeks' pay (as defined at paragraph 2.1).

8.4 Redundancy payment calculations are capped at a maximum of 20 years of service and are exempt from taxation up to a maximum of £30,000.

## 9.0 Salary and Benefits upon leaving

9.1 The employee's salary and all company benefits, including their pension contributions, will continue up until their last day of employment.

### 9.2 Notice Periods

An employee will be informed of their notice period when it is confirmed that their role is redundant, which will be the greater of either:

The contractual notice period as stated within their contract of employment;

Or

Statutory notice period, which is:

- One weeks' notice for each year of employment between 2 and 12 years
- A maximum of 12 weeks for someone who has been employed for 12 years or more.

### 9.3 Pay in Lieu of Notice (PILON)

It is expected that employees at risk of redundancy will work their notice period in full, in order to maximise the opportunity to secure a suitable alternative position. However, Sightsavers may agree to an earlier leave date in exceptional circumstances.

Where an earlier departure date is agreed, the redundancy payments will be recalculated accordingly, and any outstanding period of notice will be paid in

lieu of notice (this sum is taxable). PILON is for salary only and no benefit accrual is made for this period.

#### 9.4 **Garden Leave**

On rare occasions it may be necessary for the employee's line manager to ask the employee to refrain from working or attending the office during their notice period. Examples include, but are not limited to, where the employee may have access to particularly confidential or sensitive information or where the employee has gained employment with a direct competitor.

If an employee is placed on garden leave, they will be expected to use any accrued but untaken holiday prorated up to their last day of employment. In addition, they will remain bound to the confidentiality and all other clauses within their contract of employment.

#### 9.5 **Annual Leave Entitlement**

An employee's remaining annual leave entitlement (including any additional annual leave bought or sold) will be calculated by prorating up to their last day of employment and taking into account any annual leave already taken. Any annual leave entitlement owed to an employee can either be taken before they leave or paid in lieu.

Employees should bear in mind that if they have taken more holiday than the amount accrued up to their last day of employment, this amount will be deducted from their final pay.

#### 9.6 **Final Deductions**

If an employee has any outstanding loans with the Company, these will be deducted from their final pay.

### 10.0 **Conduct in the Workplace**

- 10.1 During any consultation and subsequent notice period employees are expected to meet and maintain the high standards of performance, conduct and behaviour as outlined in the **Global Disciplinary Policy & Procedure**. If any employee is found to have potentially breached this Policy, there may be occasions when Sightsavers is required to take appropriate action when performance, conduct or behaviour is unsatisfactory.

### 11.0 **Additional Support**

- 11.1 Employees who are at risk of redundancy will be supported fully throughout the consultation and subsequent notice period, where they will be encouraged to take up redeployment opportunities. Specific support that is made available to impacted employees includes:

## 11.2 Employee Assistance Programme (EAP)

Employees should consider use of the EAP service who are able to offer impartial support through this period of change. Further information on the type of support available is available from the HR Operations Team or your Senior HR Business Partner. The EAP Helpline number is 08083 043698.

## 11.3 Right to Time Off

Employees who have been confirmed as redundant have the right to reasonable and paid time-off to look for another job or arrange employment related training. Time off must be arranged in advance with the employee's line manager.

## 11.4 Outplacement Support

Sightsavers have partnered with an outplacement service provider who will offer tailored counselling and support to maximise employees' opportunities to find new employment externally.

This is offered to employees once it is confirmed that they are redundant, except when the redundancy is linked to the natural end of a fixed term contract. The support is available for up to 6 months from the point that a request for support is made to the outplacement service provider. More information on the services available can be obtained from the HR Operations team.

- Please see the **UK Redundancy FAQs** for further information.



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