****

**SOAS UNIVERSITY OF LONDON**

|  |  |
| --- | --- |
| **Redundancy and Redeployment Policy** | |
| **Approved by: Executive Board** | **13 July 2020** |
| **Policy owner: Human Resources Director** | |

1. **Introduction**
   1. This Policy sets out the School’s arrangements in the event of staff redundancies becoming necessary. The Policy does not form any part of an employee’s contract of employment and it may be amended from time to time.
2. **Aims and Objectives of this Policy**
   1. The School recognises that its staffing needs may vary over time due to organisational changes and external developments and that, as a last resort and when other options have been fully considered, it may need to make staff redundant.
   2. The Policy applies to all staff employed by the School on indefinite contracts. In line with the Standing Orders, if staff on academic contracts are to be made redundant, this needs to be agreed by the Board of Trustees. Where fixed term contracts are ending, SOAS’s *Procedure for the Expiry of Fixed Term Contracts* will apply.
   3. This Policy sets out how the School will:-

* seek to avoid compulsory redundancies;
* consult with staff and trade unions;
* select staff for redundancy;
* give staff notice;
* calculate redundancy pay; and
* provide support for staff.

1. **Avoiding Compulsory Redundancy**
   1. The School will seek to avoid or minimise compulsory staff redundancy where possible, including through the following where applicable:

* natural wastage;
* seeking volunteers for severance or redundancy, as appropriate. Requests for voluntary departures will be considered in accordance with the business needs of the School. The School reserves the right to refuse such requests, and any individual voluntary severance or voluntary redundancy scheme is not contractual;
* examining overtime working in areas where redundancies have been identified, and in other areas where there is a possibility of redeployment for employees selected for redundancy;
* examining the use of agency or casual workers in areas where redundancies have been identified, and in other areas where there is a possibility of redeployment for employees selected for redundancy; and
* suspending normal recruitment procedures in areas where potential redundancies have been identified, and in other areas where there is a possibility of redeployment for employees selected for redundancy.

1. **Consultation**
   1. The School will consult with affected staff and trade union representatives for the relevant grades regarding ways of avoiding redundancies, reducing the number of employees made redundant, and mitigating the consequences of the dismissals, with a view to reaching agreement.
   2. When undertaking consultation with affected staff and the recognised trade unions on the proposals for potential redundancies, consultation will begin in good time and the statutory timescales for the minimum consultation periods will be applied, as follows:-

|  |
| --- |
| Below 20 proposed redundancy dismissals within a 90-day period, there are no set rules about when to begin consultation and the School aims to consult in good time with affected staff and trade union representatives.  Between 20 and 99 redundancy dismissals proposed within a 90-day period the School will consult at the earliest opportunity and at least 30 days before the first dismissal takes place  100 or more redundancy dismissals within a 90-day period:  Consult affected staff and recognised trade unions at the earliest opportunity and at least 45 days before the first dismissal takes place.  **Note**: Employees with fixed-term contracts will only be included in these numbers if they are being made redundant before the fixed-term contract expiry date. |

* 1. Staff and the trade unions will be consulted collectively on the proposed redundancies. Consultation must be in writing and the consultation document will include the following information:-
* the reasons for the proposals resulting in potential redundancies;
* the numbers and descriptions of employees identified as potentially at risk of redundancy; the total number of employees of any such description employed at the establishment in question;
* the criteria and proposed method for selecting employees for redundancy;
* how the dismissals are to be carried out, including the timescale for dismissals;
* the method of calculating redundancy payments to those who are dismissed on the grounds of redundancy; and
* the number of agency workers, where they are working and the type of work they are doing.
  1. SOAS will consult employees and their representatives on proposed new structures and reasons for them, ways of avoiding or reducing the number of dismissals, and ways of mitigating the consequences of dismissals.
  2. The School encourages employees and trade union representatives to provide feedback on the proposals. These could include alternative ideas for the proposed new structures, ideas for implementing the change, and ideas for mitigating the impact on individuals. The responsibility for the final decision on the proposals rests with the School.
  3. “Affected staff” includes not only those who maybe dismissed (including fixed-term workers whose contract is ending prior to the fixed-term expiry date), but also any employee affected by the proposed dismissals or who may be affected by measures taken in connection with those dismissals.
  4. Alongside collective consultation managers and HR representatives will provide information on the impact of these proposals for individual employees. Employees should be allowed reasonable paid time off to attend meetings with their trade union representative.
  5. The relevant Head of Department or Director will be responsible for arranging team and individual consultation meetings, and for issuing regular updates throughout the consultation process with the staff affected within their line management responsibility.

1. **Redundancy Selection**
   1. The School will consult with trade union representatives on proposed redundancy selection criteria. The selection criteria may vary according to each specific redundancy situation but aim to be objective, transparent and fair. The selection criteria may include objective information such as skills and experience, the standard of work performance, the disciplinary record and anticipated business need. Any selection for redundancy will be undertaken fairly, reasonably and without discrimination. Redundancy selection will usually be based on a need to retain those individuals whose skills and experience best meet the future needs of the School.
   2. As part of redundancy selection, the School may offer voluntary redundancy. This would be separate to any voluntary severance scheme, as voluntary redundancy would be available to those who were at risk of redundancy. The School retains the right to refuse requests for voluntary redundancy. If such a request is agreed it may be rescinded, as circumstances dictate, up until the date the anticipated redundancy has taken effect (for example, if a vacancy subsequently arises in that work area, which could be filled by the volunteer for redundancy).
   3. Individuals who have been identified as potentially redundant will be informed of their selection for redundancy and invited to attend a meeting with an appropriate manager to discuss the redundancy situation, the provisional selection decision, and redeployment opportunities. The individual will be permitted to make representations as to why he/she should not be selected for redundancy.
   4. Affected staff and the trade union representatives will generally receive details of unfilled posts in the new structure and the criteria and process for selecting to those positions.
   5. The School will endeavor to follow its redundancy selection process but will depart from it as necessary due to its business needs. The School reserves the right to issue redundancy notices on a protective basis prior to selection where necessary.
   6. Final selection decisions will be made, and redundancy notices will be issued to effect termination of employment in accordance with contracts. During the notice period, the School is under no obligation to assign to the employee any duties and shall have the right to exclude the employee from School premises. The School reserves the right to make payments in-lieu of notice and will communicate this to the employee at the earliest opportunity.
   7. If a redundancy notice is issued it may be overtaken by events and an alternative job offer made, as circumstances dictate, up until the date the anticipated redundancy has taken effect (for example, if a vacancy subsequently arises in that work area which could be filled by the potentially redundant employee).
   8. An employee receiving notice of redundancy will generally be expected to take any outstanding accrued annual leave prior to the date of termination, in agreement with the relevant manager. However, the employee may receive payment for outstanding accrued annual leave where the relevant manager considers it is not practicable or appropriate for the employee to take their leave.
   9. Employees should be allowed reasonable time off with pay to facilitate seeking future employment, including attending job interviews and training.
2. **Redeployment**
   1. The School will endeavour to mitigate the consequences of redundancies by redeployment to alternative employment within the School. The School reserves the right to place a potentially redundant employee in a suitable position. An employee who unreasonably refuses an offer of suitable alternative employment may lose any entitlement to a redundancy payment.
   2. Potentially redundant staff will be offered the opportunity to apply for suitable alternative employment in the same work area whenever such opportunities are available. Where there is no suitable alternative employment in the same work area, or the individual has been unsuccessful in securing such a post, the individual will be informed of any other redeployment opportunities within the School. The School will, however, retain the right to select the best candidate for each vacancy.
   3. If the individual accepts an offer of an alternative post, the employee is entitled to a statutory four-week trial period. If at the end of this period the employee does not wish to remain in this post or proves to be unsuitable for the post, and the School accepts this, the employee will be redundant. A trial period can be extended by agreement and in consultation with the Human Resources Director.
   4. Offers of alternative employment will be made on the pay, terms and conditions applicable to the new post.
3. **Appeal against Redundancy Selection**
   1. Any employee who has been given notice of redundancy is entitled to appeal against the decision to the designated Appeal Officer (or, as appropriate, Appeal Panel). The employee should inform the Human Resources Director in writing within five working days of the date of the letter giving notice of dismissal.
   2. The employee is entitled to be accompanied by a fellow employee or a trade union representative and will be given at least five working days’ notice of the date of the appeal hearing. This may include holding hearings online if an in-person appeal is not practicable.
   3. If the employee’s chosen companion cannot attend at the time proposed for the appeal hearing, the hearing will be adjourned once, if the employee proposes a reasonable alternative time within five working days of the original date.
   4. If the employee wishes to rely on any documentation to support the case, which had not already been provided to the School, it will assist the Appeal Officer in hearing the appeal if copies of any such documents are provided to the Human Resources adviser no later than 2 working days before the date of the appeal hearing.
   5. The Appeal Officer will deliberate in private with such advisers as considered are necessary. They may also need to gather further evidence before reaching a conclusion. The Appeal Officer will provide their decision in writing. In all cases, the decision will be confirmed in writing within five working days of the appeal hearing. The Appeal Officer’s decision is final.
   6. The appeal will, if possible, be heard during the redundancy notice period but appeal hearings may take place after the redundancy notice has taken effect. The timescales given for the hearing of appeals will be adhered to where possible but may be varied as necessary by the School. The employee will be informed of any such variation.
4. **Redundancy Payments**
   1. As stated above, the School will seek to avoid redundancies wherever possible. In circumstances where redundancies arise, the School will make redundancy payments under the statutory scheme. ACAS provides an online calculator at <https://www.gov.uk/calculate-employee-redundancy-pay>
   2. Redundancy payments will be calculated according to the following formula as at the date the redundancy termination of employment takes effect.

|  |  |
| --- | --- |
| **Continuous Service/age** | **Payment for each complete year of completed service up to a maximum of 20 years’** |
| For each complete year of service up to age 22 | Half a weeks’ pay |
| For each year of service at age 22 but under age 41 | One weeks’ pay |
| For each year of service at age 41 or over | One and a half weeks’ pay |
| **Note 1**: A weeks’ pay is that which the employee is entitled to under his/her contract of employment subject to a maximum statutory limit which is revised annually. As at 6 April 2020 a weeks’ pay is capped at £538.  **Note 2**: Redundancy pay under £30,000 is not taxable. | |

* 1. When employment is terminated due to redundancy then the School may waive the following repayments which would otherwise be due. Other outstanding monies owned to SOAS (e.g. season ticket or other loans, or overpayments) will be deducted from the final salary or redundancy payment:
* repayment of approved training expenses; and
* repayment of relocation expenses

Version 1.0