

Redundancy Policy

We will provide this policy on request at no cost, in large print, in Braille, on tape or in another non written format.

REDUNDANCY POLICY

1. AIMS OF THE POLICY

It is the policy of Cube Housing Association Limited to minimise the need for redundancies wherever possible, by forward planning and good management of staffing budgets. Redundancy implies a reduction in the requirement for employees to carry out work of a particular kind, in the place they are employed. Every effort will be made to avoid redundancies by such measures as:

- a) the non-filling of vacancies
- b) internal re-deployment
- c) staff re-training
- d) minimising the use of overtime working
- e) reduction of similar work undertaken by outside consultants or agencies
- f) work sharing
- g) early retirement
- h) maximising the use of secondments to other appropriate employers

Following redundancy, there should be no marked increase in overtime work undertaken by the remaining employees.

Where redundancy is felt to be unavoidable, the recognised Trade Unions will be informed as soon as possible so that consultation may begin.

2. CONSULTATION

The obligation to consult collectively is contained in Section 188 (1) TULCRA (Trade Union and Labour Relations (Consolidation) Act 1992 and in subsequent employment legislation including the Information and Consultation of Employees Regulations 2004.

The Association will comply with all statutory and legislative requirements and will ensure that the consultation process will start before any public announcement of the redundancy (ies) and/or the issuing of notices of termination. The Association will commit to the process of consultation by asking for and listening to the unions' views before making any final decisions and will abide by the statutory requirements for the consultation where the number of employees to be made redundant exceeds 10 (ie 30 days where between 10 and 99 employees; 90 days where 100+ employees). The Association will also ensure that it consults with the individual employee(s) who is/are to be affected by redundancy and will advise them of their right to representation.

Any timeous representations made by the Trade Unions will be fully considered and taken into account by Cube Housing Association. After consideration of all circumstances, the ultimate responsibility for deciding the extent and timing of redundancies and the selection of employees to be made redundant will rest with Cube Housing Association.

3. SELECTION FOR REDUNDANCY

Cube will ensure that it operates a fair and transparent process for redundancy selection which will minimise disruption to both staff and customers during the selection process. Full details are contained in the Redundancy Procedures – Selection for Redundancy,

The Association is committed to staff employment and retention and, if possible, will seek to offer suitable alternative employment to staff selected for redundancy.

4. INTERNAL REDEPLOYMENT/ALTERNATIVE WORK & TRIAL PERIODS

An offer of suitable alternative employment may be made to an employee to avoid the need for redundancy and a trial period in the new job will be provided. Where an employee accepts redeployment at a **lower grade** to avoid redundancy, the Association will freeze the existing salary and retain other contractual conditions of service for a period of one year or until the salary applying to the new post becomes equivalent to the employee's "frozen" salary, whichever is the earlier. Redeployment does not include the payment of any allowances such as mileage, subsistence etc when there is a diminished requirement for claiming these allowances.

An employee who refuses an offer of suitable alternative employment, or who resigns during the trial period, will lose their right to a redundancy payment if their refusal or resignation is shown to be **unreasonable**. It might be reasonable for the employee to reject an alternative offer which would involve, for example, significant changes in travelling time, skill requirements or status.

5. ASSISTANCE TO EMPLOYEES

The Association will ensure that any employee under notice of redundancy will be given assistance to help secure new permanent employment, including time off to attend interviews.

5. REDUNDANCY PAYMENTS

All redundant staff, irrespective of hours of work, will receive Redundancy Pay. Payments are based on length of service at Cube Housing Association (in complete years up to **20** years maximum) and age as at the date of termination. The following table illustrates the calculation:

Age (years)	No. of weeks pay per complete year of service (up to 20)
18 – 21	1 week
22 – 40	1.5 weeks
41 – 64	2 weeks

A week's pay for this calculation refers to basic contractual remuneration only.

Redundancy pay is given, irrespective of and in addition to, any payments which may be made to terminate the contract in lieu of notice. Where it is agreed that the employee need not work this notice, payment in lieu may be made for all or part of the period.

An employee who leaves voluntarily during their contractual notice period will not lose their entitlement to Redundancy Pay, provided they leave with the employer's consent. Consent will be given where the employee is required to take up alternative employment or training during that time.

In exceptional circumstances, the Association may, through the exercise of its absolute discretion, make a payment in excess of the sums due under the terms of this policy, where such a payment is considered to be reasonable, appropriate and necessary to achieve, for example, sustainable efficiency savings. Such payments shall be subject to internal governance requirements (including authorisation by the Group Chief Executive Officer, Group Director of Finance and one other Group Director) and will be made in a manner in keeping with the spirit of the restrictions imposed by Schedule 7 of the Housing (Scotland) Act 2001 (now repealed).

6. GARDEN LEAVE

In exceptional circumstances, Cube may, through the exercise of its absolute discretion, place an employee on a period of paid Garden Leave. The employee will not be required to undertake all or any of their duties during all or part of any such period. The employee will remain an employee of Cube Housing Association during the period of Garden Leave and, as such, cannot take up any other employment during this period.

7. POLICY REVIEW

Employee Relations will review the Redundancy Policy every 3 years, but reserves the right to make any additions or alterations considered necessary in the intervening period as a result of changes in legislation or best practice. The procedures will be reviewed by management on a regular basis to ensure their effectiveness.