

SecureCare

REDUNDANCY POLICY

SecureCare (the “Company”) intends to manage our business in a manner which results in secure employment for our employees. We will always try to avoid the need for compulsory redundancies but sometimes these may be necessary.

This document sets out the rights of employees and the procedures and principles to be followed by **SecureCare** (“the Company”) when considering and implementing redundancies.

The Company intends to provide security of employment as far as it is possible. It is recognised, however, that changes in the availability of work, technology and organisational requirements may affect staffing needs in the future.

Aims of the Policy

This Policy aims to:

- Help the Company comply with relevant legislation and regulations, in particular (but not exclusively) the Employment Rights Act 1996 (“the Act”)
- Set fair and equal procedures
- Prevent the unfair dismissal of employees

Consultation Process

If there appears to be a situation which could lead to redundancies, the Company will consult with the potentially affected employees at the earliest practicable opportunity. The Company will always consult with employees individually.

All consultation between the Company, appropriate representatives and individual employees will be carried out with a view to reaching an agreement, avoiding or minimising the number of redundancies, and determining the selection criteria to be used.

Individual Consultation

Any employee who is potentially affected by redundancy will be individually notified of such. No decision will be taken until the Company has consulted each individual employee who has been notified that they are potentially affected.

Individual consultation will comprise at least 2 meetings between the potentially affected employee and the Company, commencing no later than 30 days before the redundancy takes effect.

The purpose of individual consultation is to allow the potentially affected employee proper opportunity to make representations to the Company, including means of avoiding redundancies and the selection criteria.

All representations made by employees will be properly considered before any final decision is made.

Avoiding or Minimising Redundancies

The Company will seek to avoid or minimise redundancies through any means deemed reasonable in the circumstances. In particular the Company will consider:

- Inviting applicants for voluntary redundancy
- Inviting applicants for early retirement
- Placing restrictions on the recruitment of new staff
- Reducing the number of temporary staff
- Retraining and redeployment of existing staff to fill vacancies
- Restricting overtime so far as is practicable
- Inviting applicants for flexible working arrangements
- Freezing or reducing pay
- Short-time working or temporary lay offs

There is no obligation on the Company to take any particular measure detailed above, and the use of such measures may be limited by the financial or organisational requirements of the Company. In particular, the Company must have regard to the need to retain the balance of skills and experience amongst employees necessary to meet future business requirements.

Voluntary Redundancy

In order to reduce the need for compulsory redundancies, the Company may consider requests from employees for voluntary redundancy. The terms that may be offered in relation to voluntary redundancies will be a matter for consultation and will depend on the circumstances. The opportunity will be available for a defined period.

The Company reserves the right at its absolute discretion to decline requests for voluntary redundancy.

Selection Criteria

The Company will ensure that the process of identifying the categories of employees which are at risk of redundancy (the “Pool”) and the selection procedure applied to the Pool are objective, non-discriminatory and capable of independent application.

Where measures to minimise or avoid redundancies are not sufficient, the Company will develop and apply to the Pool fair and non-discriminatory selection criteria.

The selection criteria will vary depending on circumstances, but the following factors may be considered:

- Aptitude for the work
- Skills and experience
- Standard of performance (based on objective supporting evidence)
- Attendance and disciplinary record
- Flexibility / adaptability
- Length of service

The selection criteria will be applied by the Managing Director.

Once the selection criteria have been applied to the Pool and provisional selections for redundancy have been made, the Company will notify those employees provisionally selected in writing within 2 working days that they are “at risk”.

“At risk” employees will be individually consulted in line with the Consultation Procedure.

Redeployment

The Company is committed to redeployment as a means of avoiding redundancy, where practicable.

Where the Company is of the opinion that a suitable alternative position is available, an unconditional offer will be made to the employee, in writing, before the employee's current employment contract is terminated ("Alternative Work Offer").

Whether the Company considers an alternative position suitable will depend on a number of factors, most commonly:

- Pay
- Job status
- Location
- Working hours
- Working environment

The Alternative Work Offer will set out how the position offered differs from the employee's old position and when it is proposed that the employee is to commence the new position.

The new position must commence immediately after the end of the old position or within 4 weeks.

All employees redeployed into a new position are entitled to a 4-week trial period in order to determine the suitability of the work. If the employee remains in the new position after the 4-week trial period, he or she will be deemed to have accepted the Alternative Work Offer.

If it is agreed that the new position is not suitable, either during or at the end of the trial period, the employee will be regarded as having been made redundant and will be able to claim any redundancy payment to which they would have been entitled before the attempted redeployment.

If the employee unreasonably refuses suitable alternative work, he or she will lose any entitlement to a redundancy payment.

An employee on maternity leave will be offered any suitable alternative roles.

Dismissal Procedure

Following selection and consultation, and where it is determined that there is no practicable alternative, any employee or employees who have been selected for redundancy will be notified by the Company in writing (the "Redundancy Notice").

The Redundancy Notice will:

- State that the employee is to be made redundant
- State the circumstances which have led to the employee being selected for redundancy
- Specify the date on which employment will cease (subject to the minimum notice period)
- Specify whether the employee is to receive a redundancy payment, and if so how it will be calculated
- Detail any additional payments due to the employee (e.g. in respect of unused holiday allowance)
- State that the employee has the right to appeal, with details of who the appeal should be addressed to

Individual notice periods to which employees are entitled may run concurrently with the statutory minimum consultation period, where applicable.

Employees may leave before the date on which employment is to cease without prejudicing any right to a redundancy payment where agreed with the Company.

Appeals

Employees have the right to appeal against being selected for redundancy or redeployment. Should an employee wish to appeal they must notify the Company in writing within 5 working days of receipt of the Redundancy Notice, setting out the main reasons for their appeal (the "Appeal Request").

The Appeal Request should be addressed to the person named for the purpose in the Redundancy Notice.

The appeal will be heard within 10 working days of the Company receiving the Appeal Request and the conductor of the Appeal will act impartially in all the circumstances.

The employee is entitled to be accompanied to the appeal meeting by a colleague or trade union representative.

The Company will communicate the outcome of the appeal to the employee in writing as soon as reasonable practicable after the appeal is held, and usually within 10 working days.

The appeal decision is final.

For the avoidance of doubt:

- The contractual notice period will continue to run during the appeal process from the date that the employee receives the Redundancy Notice
- If the appeal is unsuccessful, employment will terminate on the date originally specified in the Redundancy Notice

Redundancy Payments

Any employee who is dismissed through redundancy and who has completed at least two year's continuous service for the Company will be entitled to a redundancy payment. The Company will normally pay Statutory Redundancy Pay ("SRP").

SRP is calculated according to:

- Length of continuous service
- Age during the period of continuous service
- Weekly pay, up to the maximum statutory limit

The Employment Rights Act 1996 provides that an employee who is made redundant will receive:

- Half a week's pay for each year worked before their 22nd birthday; plus
- One week's pay for each year worked between their 22nd and 41st birthday; plus
- One and a half week's pay for each year worked after their 41st birthday.
- When calculating redundancy pay, only the most recent 20 years of continuous service is taken into account

Data protection

The Company processes employees' personal data in accordance with its Data Protection Policy for the purposes of dealing with any potential or actual redundancies. Data collected and processed for those purposes is held securely and accessed by, and disclosed to, individuals for the purposes of:

- Following a fair procedure to ensure that dismissals for redundancy are not unfair
- Selecting employees for redundancy
- Considering alternatives to redundancy
- Offering alternative employment
- Implementing redundancies
- Dealing with redundancy selection appeals
- Defending legal claims arising from redundancies

Inappropriate access or disclosure of employee data by an employee of the Company constitutes a data breach and should be reported immediately in accordance with the Company's Data Protection Policy.

Further Support

The Company recognises that redundancy can be a stressful experience and is committed to providing support to those employees who face redundancy. The Company will provide support by:

- Allowing employees selected for redundancy reasonable time off on full pay in order to find a new job or to arrange training
- Liaising with the local Jobcentre Plus to find out about suitable vacancies or training opportunities
- Offering guidance on CVs, application forms and interview techniques
- Offering advice on job-hunting techniques and sources
- Providing clear information on the financial consequences of redundancy, including the amount of redundancy pay, the effect on pension payments and state benefits that may be available

This Policy will be regularly reviewed and updated as necessary. The management team endorses these Policies and is fully committed to their implementation.

This Redundancy Policy has been approved & authorised by:

Signature:

Signed by: ROBERT STEVENSON
Position: DIRECTOR

Date:

Review date: