

REDUNDANCY PROCESS EXAMPLE- STAND-ALONE

PLEASE NOTE: This example is to be read alongside our factsheet [Redundancy Overview and Process \[2.1 RED FS\]](#). This is only an outline and example. It should not be used as a form. A separate minute of the hearing must be taken.

*This process should only be used in a **stand-alone redundancy exercise**, by which we mean where your employee is the **only person** in the organisation/group performing this role and there is no one performing a broadly similar role (even if it has a different job title) and thus **no selection** process is required.*

NB: Any employees that have over 2 years' service will be able to bring an unfair dismissal claim if they feel they have not been properly consulted with, treated fairly or offered suitable available alternative employment even if this only becomes available during their notice period. [Please speak to your adviser if this process is being undertaken outside Great Britain.](#)

The first thing you need to consider is the pool of people to be consulted. If this employee is not the only person in your business who does this job or if there are others who do a similar job (even if at another site, on a different shift or with a different job title), this stand-alone process is not appropriate, so please [speak to your advisers](#) who will advise on an appropriate process to follow instead. **In any event, it will be important to consult with the employee on the proposal to treat them as stand-alone before that decision is finalised – this is because once they are identified as stand-alone, they are effectively selected for redundancy, and therefore meaningful consultation should take place before a final decision is made in that regard.**

If your need to make this employee redundant is because you have sold or outsourced part of your business then you should [speak to your advisers](#) as to whether the Transfer of Undertakings (Protection of Employment) Regulations (TUPE) apply to this situation.

[You will need to speak to your advisers between each meeting to ensure nothing has been raised that will affect the redundancy process.](#)

In a redundancy situation, your obligations are:

1. To give adequate advance warning;
2. To meaningfully consult with the staff to attempt to resolve the situation and avoid the need for redundancies (usually 10-14 days would be considered a reasonable time to complete a fair process but will depend on circumstances. 7 days might be enough for a stand-alone process);
3. To be fair and reasonable, and follow a proper process;
4. To give the right to be accompanied at all formal meetings;
5. To consider, discuss and offer suitable alternative employment if available; and

6. To make an appropriate redundancy payment subject to the statutory requirements if no alternative/higher contractual arrangement exists.

ADVANCE WARNING – ANNOUNCEMENT MEETING AND WRITTEN CONFIRMATION

INDIVIDUAL ANNOUNCEMENT MEETING (MEETING 1): When holding a meeting with the employee in question, no notice is required. Merely ask to speak to the employee in private. Inform the employee of the reason for the potential redundancy of their position in as much detail as possible and explain that unfortunately their position is 'at risk' of redundancy. Explain that you will hold a further meeting in the next few days to discuss it in more detail. As mentioned above, it will be important to pitch the proposal to treat the individual as stand-alone as not having been finalised and invite comments and suggestions from the employee on that element of the proposal.

Usually this initial meeting is a shock to the employee and not much more is said.

Have someone take minutes and make a note of everything that is said so it can be addressed in consultation.

Follow up from Meeting 1:

1. [Contact your advisers to discuss how the meeting went and if you are a Full-Service* client, also email the notes;](#)
2. Write to the employee confirming the reasons for the potential redundancy (an 'at risk'/warning letter) and formally inviting them to the next consultation meeting giving at least 48 hours' notice and the right to be accompanied by a co-worker or an accredited trade union representative. [Your advisers will be able to provide an appropriate template letter \(Redundancy warning and invite to consultation – Stand-alone \[5.3 RED LTR\] or, if you are a Full-Service* client, can assist you in the preparation of the announcement and letter.](#)
3. Prepare list of current vacancies anywhere in the Group to be issued to the employee either with above letter or in the next meeting (keeping it updated).

1st FORMAL CONSULTATION MEETING (MEETING 2)

Go through minutes of previous meeting. Does the employee in question have any feedback, comments or suggestions as to how to avoid compulsory redundancy? Does the employee have any comment on the proposal to treat them as stand-alone? Fully discuss any comments/suggestions that they have and answer any questions they raise. If you can't answer questions or valid issues requiring further investigation are raised, confirm that you will investigate further and discuss at the next consultation meeting.

Have someone take minutes and make a note of everything that is said so it can be addressed.

Look into any questions and/or suggestions and respond to the employee either in writing or at the next consultation meeting. Ask employee to consider any further proposals they might have to avoid the situation before the next meeting.

If the employee contests that the proposal to be treated as stand-alone and you decide that this has merit, revisit the proposal and, if necessary, move to a selection process from a pool of employees – seek advice if this occurs and see our other guidance notes on how to deal with such a process.

Follow up from Meeting 2:

1. [Contact your advisers to discuss how the meeting went and if you are a Full-Service client, also email the notes.](#)
2. Investigate any suggestions they have raised.
3. Prepare updated list of current vacancies anywhere in the Group.
4. Prepare a draft Financial Statement, see [Financial Statement Example \[2.7 RED EX\]](#). [Your advisers can advise you on this and if you are a Full-Service client can assist you draft it.](#)
5. Issue formal invitation to next (final) meeting enclosing updated list of current vacancies. [Your advisers will be able to provide an appropriate template letter \(Invitation to Final Consultation Meeting – Stand-alone \[5.4 RED LTR\]\) or, if you are a Full-Service client, can assist you draft such a letter.](#)

2ND/FINAL FORMAL CONSULTATION MEETING (MEETING 3)

You should have a note taker. Sum up the process so far. Ensure that every query/question/suggestion that the employee has raised has been fully considered and answered or explained.

If the suggestions that the employee raises about avoiding the redundancy are valid and if you no longer wish to proceed with the redundancy, inform the employee that they are no longer at risk of redundancy.

Go through the list of available vacancies including at any other sites/group business to see if any are suitable to this employee or if they want to apply for any vacancy. If there are **no suitable alternatives**, explain this.

Go through the draft financial statement with the employee to discuss their entitlements and confirm your figures are correct with regard to notice and redundancy payments etc. Ask whether the employee has any further questions, deal with these and then proceed to 'Termination' below.

If there **are suitable alternatives**, discuss these and whether the employee wishes to move into one of these positions to avoid compulsory redundancy. In relation to suitable alternatives:

- a. If the terms of the alternative role are different to their current role, the employee is entitled to a 4 week trial period in the new role in which both parties can decide whether the alternative role is suitable for them (this 4 weeks can only be extended in specific circumstances and only for training purposes);
- b. If the employee refuses any offered alternative, you need to establish whether the refusal is a reasonable one. If the refusal is unreasonable, the employee potentially loses the right to a redundancy payment. In this case, please [contact your advisers](#).

See factsheet [Alternative Employment \[9 RED FS\]](#) for detailed information.

Termination: If there are no suitable alternatives or if the employee has refused an offer of alternative employment, then you can inform the employee that unfortunately their position is redundant and they are being given notice of termination of employment.

Notice: Depending on the terms of their contract of employment, you may decide to terminate the employment immediately and make a payment in lieu of notice or you may require them to work some or all of the notice period and/or remain at home for some or all of the notice period (“garden leave”).

If suitable alternative positions become available during the employee’s notice period, you are obliged to offer it to the employee.

Follow up from Final Meeting/Meeting 3:

1. Contact your advisers to discuss how the meeting went and if you are a Full-Service client, also email the notes;
2. Issue dismissal letter with right of appeal. Your advisers will be able to provide an appropriate template letter (Dismissal Letter – Stand-alone [5.5 RED LTR]) or, if you are a Full-Service client, can assist you draft such a letter.

**Full-Service means clients who have a contract with WorkNest covering the full service to include reviewing minutes of meetings, correspondence from employees, detailed documentation and drafting letters on a bespoke basis. If you are unsure about what level of legal service your contract with WorkNest covers, please contact your advisers or the CX team on 01244 687 603.*

This document was prepared by the Employment Law team of WorkNest. It is intended only as a general document and as a guide in relation to its subject matter and has not been bespoke drafted for you or the specific circumstances in which you are looking to use it. It is not to be regarded as a substitute for consultation with one of your advisers, since every case will ultimately turn on its own particular facts and circumstances. We will always ask you what you want to achieve and can advise on best practice or more commercial options. If you do not consult with us, do not follow our advice, or decide to take a commercial option, there is a risk that your insurance position will be affected (if cover has been taken) and we will not be liable in any way. If in any doubt as to how to use this document or for legal advice please contact your advisers on their usual number.