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# Redundancy Policy

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Turas Training

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Approval date: January 2023

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## 1. Policy Statement

Turas recognises its obligations under the Redundancy Payments Act 1967-2007 and the Redundancy Amendment Act 2022 to pay compensation to employees dismissed for reasons of redundancy and to ensure that all staff are treated fairly in the event of redundancies.

## 2. Purpose

Whilst Turas wishes to avoid redundancies wherever possible, this policy is designed to be applied whenever the potential for redundancies arises.

## 3. Scope

- 3.1. This policy covers Turas employees (full time and part time) who meet the requirement for redundancy (6.1.1 – 6.1.4).
- 3.2. Staff are encouraged to consult with the Department of Social Protection for additional up to date information regarding redundancy procedures.

## 4. Glossary of Terms and Definitions

- 4.1. Redundancy: This applies when: 1) an employer ceases to carry on business; 2) an employer's requirements for employees has ceased or diminished; 3) an employer has decided to carry on the business with fewer or no staff; 4) an employer has decided that the work is to be done differently in the future, and the employee is not sufficiently qualified or trained to do the work in the required manner.
- 4.2. Collective Redundancies: A collective redundancy generally means a large-scale redundancy where an employer with a specified number of employees is making a set number of them redundant within a particular timescale - for example, at least five employees are being made redundant from an organisation that employs between 21 and 49 employees within a 30-day period.

## 5. Principles

- 5.1. It is the aim of Turas is to maintain and enhance the efficiency and financial sustainability of the organisation that will, as far as possible, safeguard the current and future employment employee
- 5.2. However, Turas recognises that there may be changes in service or organisational requirements which may affect staffing needs. In such circumstances Turas will seek to minimise the effect of redundancies through the provisions made in this policy.
- 5.3. Turas will act reasonably when dismissing an employee and respectfully consult with staff prior to decisions being made.
- 5.4. Part-time staff and those working under fixed-term contracts shall not be singled out for selection on different criteria to those applied to (comparable) full-time staff.
- 5.5. Any selection for redundancy will be according to transparent selection criteria applied in a reasonable and fair manner.

## 6. Qualifying for Redundancy

- 6.1. Employees must follow the following requirements to be eligible for redundancy:
  - 6.1.1. Be 16 years or over,
  - 6.1.2. Be in employment that is insurable for all benefits under the social welfare system (PRSI Class A),
  - 6.1.3. Have worked continuously for the employer for the last 104 days (2 years). Maternity leave, adoptive leave, parental leave or carer's leave will not affect continuity of service.
  - 6.1.4. Have been in continuous employment for more that 2 years in a part time role.

## 7. Compulsory Redundancies

- 7.1. When selecting staff for redundancy, the following objective criteria will be taken into account:
  - 7.1.1. loss of contract based work or funding for the post
  - 7.1.2. attendance and disciplinary records
  - 7.1.3. appraisal/review records

7.1.4. relevant experience, qualifications, capability and adaptability

## **8. Employee Entitlements**

- 8.1. Employees must be given proper written notice of redundancy of at least two weeks. This notice period increases according to the period of service: between 5-10 years service, 4 weeks; between 10-15 years, 6 weeks; over 15 years, 8 weeks.
- 8.2. The amount of redundancy payment relates to the employee's length of continuous employment and weekly earnings. Information on Redundancy Payment can be found on the Department of Social Protection website..
- 8.3. During the period of notice, and by mutual agreement, the employee may be facilitated to take alternative employment prior to full notice being worked. Agreement will be considered in each case and will depend on whether the request is made on reasonable grounds.
- 8.4. Between receiving notice of redundancy and the date employment ends, staff may give notice that they wish to leave before the end of your notice period by submitting form PR6 'Leaving Before Redundancy Notice Expires'. The organisation has discretion as to whether to grant this request or not. Should staff leaving during the notice period without the organisations agreement, this may affect their entitlement to a redundancy payment.
- 8.5. Staff being made redundant, are entitled to reasonable paid time off in order to look for a new job.
- 8.6. Where there is a collective redundancy staff should be consulted at least 30 days in advance of the proposed redundancies. The aim of the consultation is to consider whether there are any alternatives to the redundancies. The organisation will also provide the employees with information on the redundancies. This includes the reasons for the redundancies, the numbers that will be affected and the timescale involved.

## **9. Alternative Work**

- 9.1. If your employer makes a reasonable offer of alternative work, and staff refuse it, staff may lose their entitlement to a redundancy payment. Generally speaking, alternatives which involve a loss of status or worsening of the terms and conditions of your employment would not be considered reasonable. Similarly, staff may be justified in refusing an offer that involves you travelling an unreasonable distance to work.
- 9.2. Staff may take up an alternative on trial for up to 4 weeks.
- 9.3. Where the alternative involves a reduction of 50% or more in hours or pay, working under the new arrangements for up to 52 weeks will not count as an acceptance.
- 9.4. If staff accepts an offer in writing from your employer for a new and different contract which will take effect within four weeks of the ending of the previous contract, staff will not be entitled to claim redundancy.

## **10. Recruitment: Assimilation and Redeployment**

- 10.1. Employees under notice of redundancy shall be informed of any vacancies in Turas during the period of their redundancy notice.
- 10.2. Turas will determine whether the employee declared redundant should be assimilated into the vacant position or interviewed.
  - 10.2.1. Job assimilation: this will occur when a vacancy is similar to the job to be made redundant.
  - 10.2.2. Redeployment: Where a vacancy is not similar enough to justify assimilation, but there is at a reasonable match in job description employee/s will be invited to a redeployment interview. The purpose of this interview is to:
    - 10.2.2.1. Establish whether, with a reasonable amount of training, the employee is able to undertake the tasks detailed in the job description to a satisfactory level and/or to determine the most suitable candidate for the job.
    - 10.2.2.2. To establish whether the employee considers the post to be a suitable alternative and is willing to accept it.
  - 10.2.3. Where there is more than one employee eligible for assimilation or redeployment, then all the employees will each be interviewed for the position. Employees may have a union representative or a work colleague of their choice present at the interview in an advisory capacity.

- 10.2.4. The (organisation name) will reserve the right to have a full and open external recruitment process for any new positions offered.
- 10.3. Where a vacancy is not so similar as to justify assimilation or redeployment, Turas at their discretion, shall be entitled to invite staff to apply for any suitable post. The employee will be short listed and interviewed prior to other applicants for the post.
- 10.4. A member of staff who is successful in being assimilated to, redeployed or in applying for an alternative position shall have her/his redundancy notice withdrawn.

## **11. Internal Appeals**

- 11.1. Staff to be made redundant are entitled to appeal against this decision if they feel that the selection criteria has been unfairly applied in their case.
- 11.2. Staff who have not been offered suitable alternative employment following the interview process outlined, are also entitled to appeal against this decision.
- 11.3. Staff wishing to appeal are entitled to be accompanied at the appeal hearing by a trade union representative or a work colleague of their choice.
- 11.4. Appeals must be submitted within ten working days of the decision in either of the above being communicated to the employee.
- 11.5. In order to hear any complaints, Turas will set up an Appeal Panel made up of the Board's Chair and two other Board members, none of whom should have been previously involved with the specific case to be heard. The Panel's decision will be based either on unanimous agreement or majority vote.
- 11.6. The Panel shall be called within ten working days of the appeal being submitted. The decision of the Panel is final and shall be communicated to the employee within five working days of the Appeal Hearing.

## **12. External Appeals**

- 12.1. Disputes concerning redundancy payments can be submitted to the Employee Appeals Tribunal within one year of the dismissal.

Incorporate

### **REDUNDANCY PAYMENTS (AMENDMENT) ACT 2022**

An Act to amend the Redundancy Payments Act 1967 to provide for payments to employees in respect of certain lay-off periods during the period beginning on 13 March 2020 and ending on 31 January 2022; to amend the Companies (Corporate Enforcement Authority) Act 2021; and to provide for related matters. [31st March, 2022]

Be it enacted by the Oireachtas as follows:

#### **Definition**

1. In this Act, "Principal Act" means the Redundancy Payments Act 1967.

#### **Covid-19 related lay-off payment**

2. The Principal Act is amended by the insertion of the following section after section 32:

"32A.(1) This section applies to an employee—

(a) who is entitled to a redundancy payment under section 7,

(b) whose entitlement to a lump sum payment under section 19 arises during the period beginning on 13 March 2020 and ending on 31 January 2025, and

(c) who was laid off during the period beginning on 13 March 2020 and ending on 31 January 2022 due to the effect of measures required to be taken by his or her employer in order to comply with, or as a consequence of, Government policy to prevent, limit,

minimise or slow the spread of infection of Covid-19.

(2) An employer, on behalf of an employee to whom this section applies, may apply to the Minister for a payment in respect of any periods of lay-off referred to in subsection (1)(c) in the manner determined by the Minister.

(3) If an employer refuses or fails to apply to the Minister on the employee's behalf for a payment under subsection (2), the employee may apply to the Minister for the payment.

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S.2 [No. 3.] Redundancy Payments (Amendment) [2022.]

Act 2022

(4) For the purposes of determining an application under this section, a deciding officer may, by notice in writing, require the employer or the employee, as the case may be, to provide such information or documents as are specified in the notice that, in the deciding officer's opinion, are required for the purpose of determining whether the employee is entitled to a payment under this section.

(5) The notice under subsection (4) shall specify the period, which may be extended by the deciding officer for good reason, within which the information or documents shall be provided.

(6) If, on an application under this section, the Minister is satisfied that the employee is entitled to a payment under this section, the Minister shall pay the sum to the employee out of the Social Insurance Fund.

(7) The amount of a payment under this section is the difference between—

(a) the amount of the lump sum payable under section 19 or 32, and

(b) the amount of the lump sum determined under subparagraph 1 of Schedule 3 as if any periods of lay-off during the period referred to in subsection (1)(c) were included in the calculations of reckonable service within the meaning of Schedule 3.

(8) Where the amount of a payment payable to an employee under this section is disallowed or reduced by virtue of a revised decision of a deciding officer under section 41, any payment, or part of a payment, paid under the original decision shall be repayable by the employee to the Social Insurance Fund.

(9) The Minister may by regulations provide for the method of recovery of an amount repayable by an employee under subsection (8)."

Amendment of section 38 of Principal Act

3. Section 38 of the Principal Act is amended, in subsection (1), by the substitution of the following paragraph for paragraph (b):

"(b) in relation to the payment from the Social Insurance Fund of—

(i) rebates to employers under section 29,

(ii) lump sums to employees under section 32, or

(iii) payments to employees under section 32A(6) in respect of certain lay-off periods during the period referred to in section

32A(1)(c), or"

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[2022.] Redundancy Payments (Amendment) [No. 3.]

Act 2022

Amendment of Act of 2021

4. (1) Section 11 of the Act of 2021 is amended by the substitution of "Schedule 1" for "Schedule 2".

(2) This section shall come into operation on the day on which section 11 of the Act of 2021 comes into operation.

(3) In this section, "Act of 2021" means the Companies (Corporate Enforcement Authority) Act 2021.

Short title, collective citation and commencement

5. (1) This Act may be cited as the Redundancy Payments (Amendment) Act 2022.

(2) The Redundancy Payments Acts 1967 to 2014 and this Act, other than section 4, may be cited together as the Redundancy Payments Acts 1967 to 2022.

(3) This Act, other than section 4, shall come into operation on such day or days as the Minister for Enterprise, Trade and Employment may by order or orders appoint either generally or with reference to any particular purpose or provision and different days may be so appointed for different purposes or different provisions.