

# Your rights during redundancy

## 1. Redundancy pay

You're entitled to redundancy pay if you have a contract and have worked continuously for your employer for 2 years before they make you redundant.

How much redundancy pay you get depends on your age and how long you've worked for your employer.

You may get more than the 'statutory' amount (the minimum the law says you should get) if it's included in your contract.

### How redundancy pay is worked out

Redundancy pay is based on your earnings before tax (gross pay), your age and the years you've worked for your employer.

Your employer must give you:

- half a week's pay for each full year of work before your 22nd birthday
- 1 week's pay for each full year of work from your 22nd birthday (up to 41)
- 1.5 weeks' pay for each full year of work from your 41st birthday onwards

Your employer must tell you in writing how your redundancy pay has been worked out.

### Calculate your redundancy pay

You can [calculate your redundancy pay on the GOV.UK calculator](#).

You'll need to know your weekly pay (before tax and other deductions) to use the calculator.

### How you'll get paid

Your employer should tell you:

- when you'll get your redundancy pay – this should be on your last day or on a date soon after if you both agree – for example in your

final pay

- how you'll get paid, for example in your monthly pay or separate payments

Up to £30,000 of redundancy pay is tax free.

You may not be eligible for statutory redundancy pay if your employer offers you a [suitable alternative job](#) and you turn it down.

## Limits on redundancy pay

There are limits to how much redundancy pay you can get. You can only get it for up to 20 years of work. This means, for example, that if you've worked for your employer for 22 years you'll only get redundancy pay for 20 of those years.

The maximum weekly amount used to calculate redundancy pay is £508 – even if your wage is more per week. The maximum statutory redundancy pay you can get in total is £15,240.

You have to claim for any unpaid redundancy within 6 months of your job ending.

## If your employer does not pay you

If you do not get your redundancy pay you need to:

1. Write to your employer as soon as you think you should have been paid – normally your last day or a date soon after if you both agreed, for example your final pay
2. Tell them what you're entitled to and include any evidence to back it up, for example a letter confirming your first day at work for them or email confirming a recent pay increase.

[Call the Acas helpline](#) if you still do not get paid after writing to your employer. We can find out if your employer will agree to [early conciliation](#) – a way to resolve disputes without going to an employment tribunal.

## Redundancy notice

If you're made redundant you do not have to leave your job immediately. Your employer must let you know in advance (give notice) that you're going to be made redundant. They should do this in writing. You'll usually continue working for your notice period.

You must get a minimum amount of notice by law. How much you get depends on how long you've worked for them.

You'll keep getting paid once you've been given notice, up until you leave your job. Then after that you'll get [redundancy pay](#) if you're eligible.

## How much redundancy notice you get

How much notice your employer must give depends on how long you've been working for them.

You're entitled to statutory notice if you've been working for your employer for more than a month. Your employer can give you more than the statutory notice, but they can not give you less.

Time you've worked for your employer	Minimum notice they must give you
One month up to 2 years	One week
Between 2 and 12 years	One week per year
12 years or more	12 weeks

## 2. When the notice period starts

Your notice period starts on the first full day or shift at work after you've been given notice of redundancy.

## Pay during your notice period

During your notice period you're entitled to the same pay you'd normally get. This includes if you're:

- on holiday (annual leave)
- on sick leave
- on maternity, paternity or adoption leave
- temporarily laid off
- available for work but there's no work to do

## Payment in lieu of notice

Your employer can give you 'payment in lieu of notice' if it's in your contract. This means you get paid instead of working your redundancy notice period.

If you get payment in lieu you should get full pay and any extras that are in

your contract, for example pension contributions.

Your employer can offer you payment in lieu of notice even if it is not in your contract. If you accept you should get full pay and anything else included in your contract.

## Leaving during your notice period

You can ask your employer if you can leave before your notice period ends, for example if you have another job to go to.

You must get their agreement – if not they may consider that you've resigned and you could lose your eligibility for redundancy pay. Make sure you get the agreement in writing.

If they agree you can leave early your employer does not have to pay you for the rest of your notice period. You still get the same redundancy pay.

## Garden leave

If your employer says you do not have to be at work (known as 'garden leave') you must get paid as usual during your notice period. They can ask you to take any unused holiday during your garden leave.

## How your employer must consult you

If you're affected by redundancy plans at work your employer must consult you. This can include when you're not at risk of redundancy yourself – for example if your working hours change.

You'll usually have a face-to-face meeting with your manager or the person leading the redundancy changes. The meeting can take place over the phone if you both agree to it and there is a clear need, for example if you work remotely.

By law they must meet you at least once. They might need to meet you more than once to make sure they can respond to your suggestions or requests.

## What to discuss at the consultation

The consultation is a chance for your employer to talk about the changes they're planning and why you're at risk of redundancy.

You could discuss:

- ways to avoid or reduce redundancies
- how people will be selected for redundancy
- any issues you have with the process
- time off to look for a new job or training
- how the business or organisation can restructure or plan for the

future

### What your employer must do

Your employer does not have to make the changes you suggest. They do need to show that they've listened to you, considered your ideas and tried to come to an agreement.

You can [appeal against redundancy](#) if you believe your employer has not consulted you fairly.

## 3. Large-scale redundancies

If your employer is making more than 20 people redundant within 90 days in a single establishment it's known as a 'collective redundancy'. There are [set rules for collective redundancies](#) which your employer must follow.

They must consult staff representatives – for example trade unions – as well as speak to you individually.

During the consultation they must let you know in writing:

- why they need to make redundancies
- which jobs are at risk
- the number of people who could be involved
- how they will select employees for redundancy
- how they plan to carry out redundancies
- how they will calculate redundancy pay
- details of any agency workers they're using

## Suitable alternative employment

You may get the chance to take another job with your employer instead of being made redundant.

If a suitable job comes up in your company or organisation your employer must offer it to you rather than make you redundant. You do not have to take the job if you do not think it's suitable.

Whether a job is suitable usually depends on:

- how much you'll be paid and what benefits you'll get, eg pension
- where the job is – it may be further for you to travel
- how similar the role is to your current job
- what terms you're being offered
- your skills and abilities in relation to the job

## 4. When you should get a job offer

The offer of another job should come before your current job ends. The new job should also start within 4 weeks of your current job ending. If not you'll still qualify as redundant and should get redundancy pay.

## Trial period

You have the right to a 4-week trial period in an alternative job. This should start after you've worked your notice period and your existing contract has ended. This avoids any confusion or disputes if the trial does not work out.

It's a good idea to get the dates for the trial period in writing – if you need longer to train for a job get your employer's agreement in writing with a clear end date.

You can try each job for 4 weeks if you're offered more than one.

If you both agree it's not working out during the trial period you can still get redundancy pay.

## Turning down the job

You need to tell your employer in writing during the trial period if you think the job is not suitable. If you do not, you could lose your right to redundancy pay.

You need to have a good reason why it is not suitable, for example:

- the job is on lower pay
- health issues stop you from doing the job
- you have difficulty getting there, for example because of a longer journey, higher cost or lack of public transport
- it would cause disruption to your family life

Your contract could have a 'mobility clause' that says you have to work anywhere your employer asks you to. This may mean that turning a job down because of its location could risk your right to redundancy pay.

### **If your employer does not accept your reasons**

If your employer does not accept your reasons for turning down the job, they could refuse to pay your redundancy pay.

[Have an informal chat with your employer](#) and ask them why they do not accept your reasons. Explain why you think the job is not suitable.

If they still do not accept your reasons, call the Acas helpline for advice.

[Call the Acas helpline](#)

## 5. Check your redundancy is fair

You can only be made redundant if the job you're doing is no longer needed.

This can happen if your employer is planning to:

- change what the business does
- change location
- change how they work, for example use new machinery or technology
- close part or all of the business

You cannot be made redundant because of any work issues you've had. For example if your employer is not happy with your performance or you've made a complaint at work.

## How you're selected

Your employer might use agreed criteria to choose who to make redundant.

They cannot select you or use criteria that discriminates against you based on:

- age
- disability
- race
- sex
- gender reassignment
- sexual orientation
- religion or belief
- marriage or civil partnership status
- pregnancy or maternity leave
- family related leave – for example parental, paternity or adoption leave
- role as an employee or trade union representative
- membership of a trade union
- part-time or fixed-term employee status
- pay and working hours, including the [Working Time Regulations](#), annual leave and the [National Minimum Wage](#)

Your employer must not use criteria that indirectly discriminates against you. For example if they use flexible working as a criteria they could be discriminating against women. They would need to show that flexible working is no longer possible after the business has changed.

## 6. Appeal against redundancy

You can appeal against being made redundant if you believe you were unfairly selected or your employer did not follow a fair redundancy process.

## Appeal to your employer

You should talk to your employer first and check if they have an appeals process. If they do not, you can write to them explaining why you think the redundancy is unfair.

You can get help from staff representatives such as trade unions who can attend any meetings your employer might set up. You can also ask for a senior member of staff who was not involved in the selection process to come to meetings.

## What your employer can do

Your employer needs to tell you if they accept or reject your appeal. They need to confirm this in writing.

### If they accept your appeal

If you're still on your notice period they can offer you your job back. This means your employment contract will be the same as before you were selected for redundancy.

If you've finished your notice period they can put you back on your previous employment contract. They should consider you as having worked continuously from the date they originally hired you. You must be paid for the time you were not at work.

You'll need to pay back any redundancy pay.

### If they reject your appeal

If you're due redundancy notice and pay these will continue as planned.

## Make a claim to an employment tribunal

If you still believe your redundancy is unfair you can make a claim to an [employment tribunal](#).