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REDUNDANCY (POLICE STAFF)

FORCE REFERENCE DOCUMENT

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POLICY

1. Northern Constabulary is committed to creating as secure an employment environment as is possible through effective management and human resource planning. However, if the need arises to reduce staffing, Northern Constabulary will endeavour to minimise compulsory redundancies through consideration of alternative means and consultation with recognised trade unions and employees.
2. Compulsory redundancies will be a final resort after alternatives have been considered.

STANDARDS

1. INTRODUCTION

- 1.1. Northern Constabulary will comply with the provisions of current employment legislation relating to redundancy.
- 1.2. For a redundancy situation to exist, a dismissal must be wholly or mainly attributed to one or more of the following situations:
 - (i) Northern Constabulary has ceased, or intends to cease, to carry on the business for the purposes of which the employee was so employed
 - (ii) Northern Constabulary has ceased, or intends to cease, to carry on the business in the place where the employee was so employed
 - (iii) The requirements of Northern Constabulary for employees to carry out work of a particular kind have ceased or diminished, or are expected to cease or diminish
 - (iv) The requirements of Northern Constabulary for employees to carry out work of a particular kind, in the place where they are employed, have ceased or diminished, or are expected to cease or diminish.

2. CONSULTATION

- 2.1 Where situations arise and redundancy may have to be considered, the Force will ensure that trade union representatives will be informed as fully as possible about the possibility of staff being made redundant. Consultation with appropriate recognised trade unions will commence at the earliest opportunity. In order to facilitate this process, the Force will provide the following information to trade union representatives:

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- (i) the reason why it is proposed to make redundancies
- (ii) the possible measures to be put in place to avoid or minimise redundancies
- (iii) the numbers and descriptions of employees at risk of being made redundant
- (iv) the way in which it is proposed employees will be selected should redundancies be required
- (v) how any dismissals are to be carried out, including the period over which the dismissals are to take effect
- (vi) the method of calculating the amount of any redundancy payments to be made to those who are dismissed.

2.2. Consultation will take place with representatives of the appropriate recognised trade unions at the earliest practical opportunity and, in this respect, the statutory time periods below will be viewed as minimum time periods.

- (i) If it is proposed to make 20 or more employees redundant within a period of 90 days (and they are members of a recognised trade union) the Force will give written notice of intention to the trade unions concerned and the Department of Employment at least 30 days before the first dismissal.
- (ii) If it is proposed to make more than 100 employees redundant within a three month period, then 90 days notice will be given.

3. SELECTION CRITERIA

3.1 Where redundancy is unavoidable, Northern Constabulary will ensure that criteria for selection of individuals to be made redundant will be fair, and will not be discriminatory as defined by current legislation. Such criteria will be the subject of consultation with appropriate recognised trade unions.

4. APPROVAL

4.1 All individual redundancies will be approved by the Northern Joint Police Board ("NJPB").

5. CALCULATION

5.1 Where an individual's gross weekly pay (including pensionable allowances) is higher than the statutory limit on maximum weekly wage, the gross weekly pay figure will be used to calculate redundancy payments.

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- 5.2 All costs associated with redundancy will be borne by the relevant Service Unit.
- 5.3 Current statutory redundancy pay is calculated as follows:-
- (i) 1½ week's pay for each year of employment during which an employee is aged 41 or over, until retirement.
 - (ii) 1 week's pay for each year of employment during which an employee is aged between 22-40 inclusive;
 - (iii) ½ week's pay for each year of employment for employees up to the age of 21.
- 5.4 The maximum period of employment which can be taken into account is 20 years, making the maximum redundancy payment 30 weeks' pay.
- 5.5 In order to qualify for a redundancy payment, employees must have been employed for two or more years with Northern Constabulary, or have a combination of two or more years continuous employment with Northern Constabulary and another qualifying employer.

GUIDANCE

1. GENERAL

- 1.1 In considering options other than progressing to redundancy, the Force may consider the following:
- (i) redeployment
 - (ii) redeployment with re-training
 - (iii) the use of temporary contracts
 - (iv) early retirement
 - (v) voluntary redundancy
 - (vi) reliance on natural wastage.

2. REDEPLOYMENT

- 2.1 An employee "at risk" of redundancy will be interviewed by a senior member of his or her local management team to ascertain likely areas of future work interest, relevant to the employee's skills, experience and qualifications. Existing and potential vacancies within the Service Unit/Division will be reviewed to determine whether the individual would be suitable, after training if appropriate.

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- 2.2 If there are no existing or potential vacancies in the Service Unit or Division, local management will refer the matter to Human Resources to consider existing or potential vacancies across the Force.
- 2.3 If a suitable vacancy or vacancies are identified under 2.1 and/or 2.2 above, employees will be informed that they have the right to be interviewed for such posts prior to these vacancies being advertised, provided that they meet the minimum qualifications and competencies as outlined in the job description and person specification for the post, or have a reasonable expectation of achieving the necessary skills and competencies through experience and/or training within a reasonable time scale.
- 2.4 In considering suitability, an employee's job performance, competence and qualifications will be taken into account.
- 2.5 If, as a result of redeployment, an employee is appointed to a position in a different location, the provisions of Force Reference Document T4 (Travelling and Disturbance Allowance) or R1 (Relocation and Removal) will apply where appropriate. Note that the latter will only apply following the completion of a successful trial period.

3. TRIAL PERIODS

- 3.1 Where an offer of alternative employment is made, the employee will be entitled to a 4 week trial period. In cases where the new employment requires significant re-training this period may be extended for the sole purpose of re-training. Any extension must be agreed with the employee or the employee's union representative. The agreement requires to be in writing, specify the length of the extension and the terms and conditions of the trial period. Agreement must be reached before the trial period commences.
- 3.2 If, during the trial period, including any extended trial period, it is found that the employee is not capable of, or suitable for, performing the job to the Force's satisfaction, the employee will be deemed to be dismissed for reason of redundancy. Such decisions will be taken on the basis that at least one performance review has been undertaken during the trial period.

4. PAY PROTECTION ARRANGEMENTS

- 4.1 Where an employee accepts a job at a lower grade than that which he/she currently holds, the employee will be allowed to retain his or her current basic pay (and pensionable allowances) for a period of three years OR until the maximum pay of the grade of the new job catches up (e.g. via cost of living increases), whichever occurs first. This is known as "mark time pay".

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- 4.2 Protection will not extend to any other condition related to a specific post, e.g. enhanced annual leave.
- 4.3 The original "current pay" may only be increased in the event of a back-dated pay review being implemented, having an effective date which is prior to the date of appointment to the new job.
- 4.4 If at any time during the three year period, the maximum of the new job grade overtakes the "mark time" pay, the higher amount will apply and future cost of living rises will be applied in the normal way.

5. VOLUNTARY REDUNDANCY

- 5.1 Volunteers for redundancy (including those eligible for early retirement) may be considered from any member of police staff where acceptance of redundancy by volunteers would reduce the risk of compulsory redundancy. However, the Force reserves the right to retain employees on the grounds of specialist knowledge, training and qualifications or to preserve organisational balance, and therefore has the right to refuse to accept particular requests for voluntary redundancy.

6. TERMINATION OF EMPLOYMENT

- 6.1 The above conditions will only apply during the notice period relating to the employee "at risk". At the end of the notice period, employment will be terminated and there will be no further right to access these procedures.
- 6.2 If an employee leaves on early retirement or redundancy other than at the end of the leave year, the Force will not deduct pay in respect of annual leave already taken in excess of his/her proportional entitlement.
- 6.3 Refusal of an offer of suitable alternative employment (which must include as a minimum the same grade and allowances, and same location or location within reasonable travelling distance) will be regarded as a failure to accept a reasonable offer, and no redundancy payment will be made.

7. NOTIFICATION OF DISMISSAL

- 7.1 Written notice of dismissal will be issued and will clearly state that the reason is redundancy and explain briefly why this is necessary. The notification will also include details on the right of appeal against dismissal and the procedure that will be followed.

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8. ASSISTANCE IN FINDING OTHER WORK

- 8.1 Where possible, the Force will assist "at risk" employees in finding alternative posts and in addition will grant reasonable paid time off to look for work, or arrange for training for new employment with another employer. Such time off must be arranged in advance with the appropriate Service Unit Manager/Area Commander.
- 8.2 Advice on completing application forms and job interview skills will be available from Human Resources on request.

9. APPEAL

- 9.1 After the notice of dismissal has been issued, there shall be the right to appeal the decision. Appeals should be lodged in writing to the Director of Human Resources, stating the full grounds for the appeal within 10 working days of the notification of dismissal. The appeal will be heard by a senior manager within 15 working days of receipt, or as soon as practicable thereafter.
- 9.2 If the appeal is not upheld, the individual will be notified accordingly and asked if he/she wishes to make a further appeal to a Sub-Committee of the NJPB, which is the final appeal authority. A further appeal should be lodged in writing to the Director of Human Resources, stating the full grounds for the appeal, within 10 working days of the notification of the outcome of the first appeal.
- 9.3 Individuals will have the right to be accompanied at appeal hearings by a recognised trade union official or colleague (who may be a member of police staff or a police officer).

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