

Redundancy Procedure (Police Staff)

This document is part of North Yorkshire Police policy to which all Chief Constable personnel and the functions provided by the Deputy Mayor for Policing as part of the York & North Yorkshire Combined Authority are required to adhere.

Procedure Statement

This procedure refers to North Yorkshire Police (NYP) members of Police Staff (excluding those who do not have a contract of employment with NYP). It does not apply to Police Officers, Special Constables or volunteer workers.

This procedure seeks to balance the needs of NYP in being able to manage redundancy effectively to respond flexibly to the requirements of the public it serves, at the same time as retaining a highly committed and experienced workforce.

The underlying principles for this procedure can be found in the Management of Change Policy for NYP. It should be read in conjunction with the Change Management Procedure.

Overarching Policies:

Procedures:

Change Management Procedure

Other Documents:

Process

Introduction

- 1.1 It is the aim of the North Yorkshire Police (NYP) to maintain employment for its employees wherever possible.
- 1.2 The principles underpinning this procedure can be found in the Change Management Policy. This procedure aligns with current employment legislation.
- 1.3 Changes in the organisation or in the method of working may sometimes render redundancies unavoidable. However, NYP intends to keep these to a minimum wherever possible and will manage the impact of redundancies through the following procedure.

2 Definition Of Redundancy

2.1 The law says that:

2.1.1 An employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to:

2.1.2 The fact that NYP has ceased, or intends to cease, to carry on the business for the purposes for which the employee was employed by NYP **OR** to carry on that business in the place where the employee was so employed **OR** the fact that the requirement of NYP, for:

2.1.3 employees to carry out work of a particular kind, or

2.1.4 for employees to carry out work of a particular kind in the place where the employee was so employed by NYP has ceased or diminished, or is expected to cease or diminish.

3 Consultation

3.1 Whenever change is contemplated, which may result in redundancy, NYP will consult with UNISON. Where such change involves members of staff in only one specific team or department, consultation shall be undertaken by the most appropriate manager with the assistance of People Services. Where the change involves more than one team or department, consultation shall be arranged and co-ordinated by People Services.

3.2 NYP will, wherever possible, begin the process of consultation in good time and will normally aim to complete the process before any formal redundancy notices are issued. The law states that consultation will begin at least:

3.2.1 Thirty days before the first of the dismissals takes effect (that is, when the employment contract is terminated) in a case where between 20 and 99 redundancy dismissals are proposed within a period of ninety days or less.

3.2.2 Sixty days before the first of the dismissals takes effect (that is, when the employment contract is terminated) in a case where 100 or more redundancy dismissals are proposed within a period of ninety days or less.

3.2.3 If NYP proposes to dismiss twenty or more employees as redundant at one establishment within a period of ninety days or less, it also has a statutory duty to notify the Redundancy Payments Service (RPS). Notification must arrive with the RPS no later than the beginning of the notice periods set out above. This would be done centrally through People Services.

3.3 In addition to the basic legal obligations, where at least 1 and fewer than 20 redundancies are contemplated, NYP will aim to begin consultation at least thirty days before the first of those dismissals takes effect.

3.4. In line with the Change Management Procedure, information contained in the Change Proposal document will be used as the basis for consultation. For the purpose for such

consultation, and with a view to reaching agreement, where possible, NYP will advise UNISON in writing of at least the following points:

- 3.4.1 the reason(s) for the change proposals (the background) and the reason why redundancy is necessary
- 3.4.2 the timescale for consultation (including any constraints on timescale)
- 3.4.3 where appropriate, the numbers and description of staff which it proposes to make redundant and the total numbers employed of that description
- 3.4.4 the criteria and means to be used in selection for redundancy (see Section 7.0)
- 3.4.5 how any dismissals would be carried out including the period over which the dismissals would take effect
- 3.4.6 the formula for determining redundancy pay (see Section 15.0).
- 3.5 The Consultation process will aim to seek fair and equitable ways of achieving necessary changes and will consider the course of action which might be followed in order to avoid compulsory redundancy and minimise the reduction in staffing.
- 3.6 At formal meetings and other stages of this procedure, individuals can be represented by a UNISON representative or work colleague who is not a legal professional.

4 Methods For Avoiding Compulsory Redundancies

- 4.1 NYP will seek to maintain employment as far as is possible by having due regard for the following methods of avoiding compulsory redundancy. This list is not exhaustive and any, all or none may be used, according to the circumstances and not necessarily in the order shown
 - non-renewal of temporary contracts
 - natural turnover;
 - restriction of recruitment;
 - review of overtime working and other working arrangements;
 - redeployment and retraining as appropriate;
 - voluntary redundancy;
 - voluntary reduction in hours – on a temporary or permanent basis.
- 4.2 NYP will, as part of its consultations with UNISON, consider such other proposals which are aimed at maintaining employment as may be submitted by UNISON.

5 Notice Of Redundancy

- 5.1 NYP will attempt to give 'early warning' of potential redundancy situations. In adopting such an approach, management are unlikely to be in a position to advise on exactly who may be made redundant and when. However, as soon as reasonably practicable, relevant staff who may be affected will be classified as 'at risk' prior to the serving of formal redundancy notices. This will provide the opportunity for such staff to take early advantage of the provisions of this procedure, without committing the organisation to redundancy payments.
- 5.2 At the relevant time, individuals whose posts do not feature in any new structure will receive a letter detailing the appropriate notice of redundancy (notice as outlined in the Statement of Main Particulars), the date on which employment will end and details of redundancy payment.
- 5.3 Individual notices of dismissal on grounds of redundancy will not normally be issued to employees in a redundancy situation until the consultation process has been completed in accordance with section 3 of this procedure.
- 5.4 An employee who is accepted by the organisation as a volunteer for redundancy or who is unable to find redeployment during their notice period will be dismissed from NYP on the grounds of redundancy on the date specified in the letter as described in paragraph 5.2 above.

6 Voluntary Redundancy

- 6.1 Volunteers for redundancy, will be considered in accordance with the document entitled "Voluntary Redundancy Scheme – Police Staff".

7 Compulsory Redundancy

- 7.1 As far as possible in advance of the proposed employment end date(s) People Services will notify all affected employees that compulsory redundancies are proposed and that a provisional selection has been made. Representatives of NYP (ordinarily managers of the Department concerned and People Services) will then consult on an individual basis with those employees provisionally selected for redundancy. In the course of this consultation employees will be informed of the basis of their proposed selection for redundancy and will be invited to make representation on their proposed dismissals.
- 7.2 The proposed selection criteria will have due regard to the principles of equal opportunities and relevant equality legislation and may take into account such factors as:
- disciplinary record,
 - attendance record,
 - relevant experience,
 - knowledge of work,
 - level of appropriate skills/qualifications,
 - performance and future potential (where future potential is objectively measured).

- 7.3 Whatever the selection criteria, NYP reserves the right to retain employees on the grounds of specialist knowledge, training and qualifications. Therefore additional criteria in addition to the general criteria outlined above may be required to select individuals for redundancy.
- 7.4 NYP will take due note of and give full consideration to any representations made by any person before a confirmed selection for redundancy is made.
- 7.5 NYP will make every effort to seek alternative employment within NYP. Individual discussions will take place with all employees faced with redundancy to establish individual requirements and to explain how the redeployment register works. All individuals listed in the redeployment register will be required to complete a 'Redeployment Details Form', to capture up-to-date information on the individuals' skills, qualifications and experience to inform the redeployment process. Employees will also be informed of any entitlement to redundancy payment (see Section 13).
- 7.6 Where selection for redundancy is confirmed, those employees selected will be given notice to end their employment in accordance with the terms of their contract.

8 Time off to Attend Interviews

- 8.1 Employees who receive notice of redundancy will be given reasonable time off with pay to attend interviews and to seek alternative employment, and individuals should direct any requests for such time off to their line manager.

9 Redeployment To Suitable Alternative Employment

- 9.1 NYP seeks to balance the needs of the organisation in being able to manage redeployment effectively to respond flexibly to the requirements of the public it serves, at the same time as retaining a highly committed and experienced workforce.
- 9.2 A post based at a new location will normally amount to a 'suitable alternative' post. Notwithstanding that, individual circumstances will be considered on a case by case basis. Relevant criteria may include the following:
- Pay
 - Hours of work
 - The training, qualifications, skills and experience of the employee
 - Distance from current location / home address
 - Travelling time
 - Accessibility
 - Childcare / domestic situation.
- 9.3 In line with current employment legislation, an employee on maternity leave in a redundancy situation must be offered any suitable alternative vacancy when it arises, subject to meeting

the minimum selection criteria, in preference to another employee whose job is also redundant but who is not absent on maternity leave.

9.4 Any offer of redeployment will be issued in writing by HR, and will include:

- Details of the post including Location, Department, Working Hours
- Role Profile
- Salary, allowances and grade of new post
- Relevant trial period
- Any other general conditions which may be different to the employee's current contract of employment

10 Trial Period

- 10.1 Where an individual is offered redeployment to another post as suitable alternative employment, the appointment will include a trial period of a minimum of four weeks starting from the day the employee commences work under the new contract.
- 10.2 The trial period may be extended beyond the minimum of four weeks for purposes of retraining. The extent to which training can be taken into account will depend on a number of factors, including length of training and impact on operations in the short term.
- 10.3 The purpose of the trial period is to allow time for the employee to consider whether they feel the post is a suitable alternative to the one they previously occupied. It is also for management to consider whether or not they feel the employee is suited to the post.
- 10.4 During the trial period, as a minimum, fortnightly reviews will be held between the Line Manager and the redeployee. The redeployee may be accompanied at these meetings (see paragraph 3.6). It is expected that the line manager will keep notes of the meeting. People Services will provide advice to the Line Manager on procedural matters. These review meetings should include discussion of acclimatisation to the new role, further training and development needs or support required and any areas of concern by either party.
- 10.5 At the final review meeting the individual will confirm whether or not they are content to accept the post as a suitable alternative, and a decision shall be taken by management as to whether the trial period has been completed successfully. If both parties are content for the individual to continue in the post, People Services will write to the individual to confirm the appointment.
- 10.6 If the trial period is unsatisfactory the unexpired portion of the redeployment period will be calculated such that the time spent on the trial period is excluded. If this is the case the individual will not lose their right to a redundancy payment if they decide, for reasons which NYP considers reasonable, that the job is not suitable.
- 10.7 Should NYP wish to end the new contract within the four week trial period for a reason connected with the new role, the employee will preserve the right to a redundancy payment

under the old contract. If the dismissal was due to a reason unconnected to the redundancy (e.g. misconduct), the employee may lose that entitlement.

11 Salary Protection

- 11.1 Wherever possible, every effort will be made to ensure that a redeployment offer is made to a reasonably comparable, relevant post at the same or similar grade and level of responsibility.
- 11.2 However, in the event that an employee is redeployed to a post, in which the basic salary is less than the previous basic salary the individual will receive the following):-
- Basic salary only (not including any additional allowances) will be 'frozen' for a period of 12 months or until the new basic salary reaches the same level as the frozen salary, whichever is the sooner.
 - If the new post has a different working pattern, which does not attract allowances such as, for example, Shift, Weekend, etc. then there will be no protection of such allowances.
 - Upon the expiry of 12 months following the date of appointment to the new post, salary will revert to the salary appropriate to that post and all salary protection will cease.
- 11.3 When calculating the previous basic salary as detailed in 7.2 the reference will be to the value of that basic salary on the date immediately prior to redeployment i.e. this amount will not change as a result of any future cost of living increases or changes to the PSC Salary Scale.

12 Travelling Arrangements and Relocation

- 12.1 In the event that NYP determines a change in work location, the 'Police Staff Council Handbook' provides that an employee who is not required to move home, may be able to claim reimbursement for additional travelling expenditure for mileage in excess of that which represented the pre-redeployment home to work journey. Payments will be based on the specific /publicised rate and paid for a period of 18 months.
- 12.2 Furthermore, where NYP determines a change in work location such that an employee is required to move home, the 'Police Staff Council Handbook' provides that People Services may consider a compensatory package where appropriate.

13 Redundancy Pay

- 13.1 Compensation for loss of employment due to redundancy will be in accordance with entitlement(s) laid down in legislation. However, NYP will normally base redundancy pay on actual earnings where these exceed the maximum permitted under the Employment Rights Act 1996 subject to a maximum total payment of the statutory limit. Redundancy payments will be paid free of tax.

- 13.2 Currently, statutory redundancy pay is calculated as follows:
- a) 1.5 weeks' pay for each year of employment during which the employee was aged 41 or over (up to a maximum of 20 years);
 - b) 1 week's pay for each year of employment during which the employee was aged 22-40 inclusive (up to a maximum of 20 years);
 - c) 0.5 week's pay for each year of employment in which the employee was aged 17-21 inclusive (up to a maximum of 20 years).
- 13.3 In order to qualify for a redundancy payment, employees must have been employed for over two years in local government (within the meaning of the law).
- 13.4 Where an individual is offered a role which would qualify as 'suitable alternative employment' and unreasonably refuses this offer, there will be no entitlement to redundancy pay.
- 13.5 If an individual receives the offer of a suitable comparable job with NYP, before the employment ends, to start immediately or within four weeks of the end of the previous employment, a redundancy payment cannot be given by NYP.
- 13.6 If the employee gives counter-notice to leave earlier than the expiry of the notice of redundancy, and has not received an offer in line with 13.4 above, he/she may forfeit the right to a redundancy payment. This is dependent on the notice given by NYP having started at the time the employee gives counter-notice. NYP encourages employees to indicate an intention to serve counter-notice at the point of consultation, without obligation ultimately to do so.

14 Miscellaneous

- 14.1 If an employee leaves on redundancy other than at the end of the leave year, NYP will not deduct pay in respect of leave already taken in excess of his/her proportional entitlement.
- 14.2 An employee who is made redundant will be offered support as necessary during their notice period. Support may include:
- Individual counselling
 - Advice on applying for jobs, design of CVs, mock interviews, etc.
 - Information on useful contacts, e.g. DWP, financial advisers, etc.

15 Appeal

- 15.1 After the notice of termination of employment has been issued, there shall be a right of appeal, dependent on employer, to the Chief Constable or Chief Executive Officer, in respect of selection for redundancy and the ways in which the redundancy procedures have been operated. Appeals should be lodged, in writing, stating the full grounds for the appeal within 10 working days of the notification of dismissal. The appeal will be heard as soon as practicable after receiving the appeal. Individuals have the right to be represented at the appeal hearing by an NYP colleague not acting in a legal capacity or a UNISON representative.

Responsibilities

Member of staff – Will abide by the requirements of this, and associated, procedures.

Managers – Will liaise with the necessary individuals and departments when making choices in respect of changes in the workplace which may lead to potential redundancies.

People Services – Must ensure that this procedure is adhered to and will provide advice as necessary on its interpretation and implementation.

UNISON – Will provide representatives, advice and support to members as requested by the members. Will liaise with the relevant HR representatives to ensure fairness in the use of this procedure.

Definition of Special Terms

Redeployment – To move or transfer an individual from one post to a different post within NYP.

Redundancy – Where the requirements of that business for employees to carry out work of a particular kind, or for employees to carry out work of a particular kind in the place where they are so employed, has ceased or diminished or is expected to cease or diminish.

Trial Period – Normally a period of four weeks in certain redeployment situations which allows an individual to decide whether they feel the post is a suitable alternative to the one they previously occupied and for management to decide whether or not they feel the employee is suited to the post.

North Yorkshire Police – Collectively, Police Service Personnel and York and North Yorkshire Office for Policing, Fire, Crime and Commissioning Commissioner Staff as defined below.

Police Service Personnel – Police Officers under the direction and control of the Chief Constable and Police Staff in the employment of the Chief Constable.

Police Staff – collectively, Chief Constable's Staff and Deputy Mayor's Staff.

Chief Constable's Staff – All staff in the employment of the Chief Constable.

OPFCC staff – All staff in the employment of the York and North Yorkshire Office for Policing, Fire, Crime and Commissioning.

Work colleague (in the capacity of the right to be accompanied) – any member of North Yorkshire Police Personnel