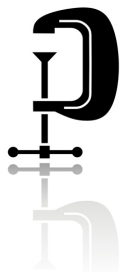


REDUNDANCY TOOLKIT



YOUR PRACTICAL TOOLKIT FOR ADVICE IN THE WORKPLACE

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REDUNDANCY TOOLKIT

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INTRODUCTION

In recent years, Law Centre (NI) has experienced a significant increase in the number of queries received from employees and their representatives in relation to redundancy. This increase is due almost certainly to the current economic climate.



Redundancy is a difficult subject, raising a wide range of complex legal issues. It touches upon a number of aspects of employment law. This toolkit is designed to provide practical guidance to advisers and employee representatives who have to grapple with those complexities. It is not however possible to give a comprehensive statement of all of the relevant law in a document such as this. In many individual cases, it will still be necessary to obtain detailed legal advice.

How to use the toolkit

This toolkit is designed for you to bring with you to workplaces where you may be called on to advise on redundancy situations.

- The first part provides a concise summary of the main areas of the law.
- The second part, on light blue pages, contains your **practical tools**. These include key checklists designed to help advisers and employee representatives identify and gather key information, assess the fairness of redundancy procedures and seek legal redress where necessary.
- The ring-binder allows you to add to your toolkit by photocopying the practical tools checklists for multiple use and including your own material.

1. REDUNDANCY



1.1 What is redundancy?

The law relating to redundancy in Northern Ireland is covered by the Employment Rights (Northern Ireland) Order 1996. The Order contains the definition of redundancy in article 174. It effectively provides three situations in which an employee is treated as being dismissed for reasons of redundancy:

- where the employer closes down all of the business;
- where the employer closes down the business at the place where the employee is employed; or
- where fewer people are needed to carry out work of a particular kind.

If the circumstances of the dismissal do not come within one of these three situations then the dismissal will not be by reason of redundancy. It is not obvious in all cases whether a genuine redundancy situation exists. Where there is uncertainty, it is recommended that more detailed legal advice is sought.

Only an employee has the right to a redundancy payment (see section 5 below) or to claim unfair dismissal (see section 3 below).

1.2 Who is an employee?

For the purposes of the laws relating to redundancy and unfair dismissal, an employee is 'an individual who has entered into or works under a contract of employment' and a contract of employment is defined as a contract of service or apprenticeship.

Many people who carry out work for others are not employees, eg self-employed workers and those who work on a "casual as required" basis. However, the terms used to describe certain workers can be misleading and inaccurate as there are a number of factors to be considered in deciding whether a person is an employee. A fuller explanation of who is an employee is contained in Law Centre (NI)'s *Encyclopedia of Social Welfare Rights* under 'Rights of Employees'.

Where there is uncertainty, it is recommended that more detailed legal advice is sought.

1.3 Fair selection for redundancy

Dismissal on grounds of redundancy is a potentially fair reason for dismissal under the law (see section 3 below). However, for a redundancy dismissal to be fair an employer should ensure that s/he has also followed a fair redundancy procedure, which in most cases requires more than the minimum statutory dismissal procedure to be observed (see section 4 below). It is generally accepted that a fair procedure should include the following steps in particular:

- proper consultation with individuals and, where appropriate, their representatives;
- a reasonable selection pool;
- the use of reasonable criteria which are fair and objective as a basis for selection and the application of those criteria in a fair manner;
- consideration of alternative employment in order to avoid redundancy;
- fair dismissal procedures (see sections 3 and 4 below).

It should be noted that failure by an employer to follow all or any of these steps, which are described in more detail below, will not always lead to a finding of unfair dismissal in the event of an industrial tribunal claim. What is relevant in all cases is whether an employer has acted reasonably in all the circumstances, ie within the band of reasonable responses that a reasonable employer would have adopted. The size and administrative resources of the particular employer are relevant to this question.

In some cases, there are existing policies, agreements or customary procedures relating to redundancy. Although an employer may not always be bound to follow those procedures in all circumstances, if s/he acts unreasonably in departing from them, an employee who is made redundant may have a claim for unfair dismissal.

1.3.1 Consultation

For a redundancy dismissal to be fair, an employer should, where possible, normally warn employees of the possibility of redundancies and ensure, before any dismissals take effect, that proper consultation has taken place. Such consultation should take place with both the individual affected **and**, in the case of collective redundancies (see section 2 below), with elected employee representatives or recognised trade union representatives.

The purpose of individual consultation is to give a person at risk of redundancy a genuine opportunity to input into the process before any decision is reached to make her/him redundant. A decision on redundancy should not therefore be made until after consultation has taken place and proper consideration has been given to what an employee has to say.

In most cases, more than one individual consultation meeting may be held before a selection for redundancy is confirmed. This is because matters may be raised which

the person at risk needs a reasonable period to consider further (eg scoring of her/him against selection criteria).

Note: Practical Tool 2 is designed to help representatives/advisers decide whether an employer has acted reasonably as regards meaningful consultation (both in relation to individual and collective redundancies) prior to making a decision.

1.3.2 Selection pool

Even where there is a genuine redundancy, an employer should act reasonably in deciding the pool of employees from which the selection is to be made and should take account of a range of factors such as which employees are doing the same or similar work and should therefore be included in the pool, or whether jobs are interchangeable. If an employer acts unreasonably in choosing the pool and in particular if the pool is too narrowly drawn, a person who is made redundant may have a claim for unfair dismissal.

Note: Practical Tool 3 is designed to help representatives/advisers decide whether an employer has acted reasonably in choosing the selection pool.

1.3.3 Selection criteria

There are two separate issues to be considered in relation to the selection criteria, the choice of criteria *and* the application of those criteria to the selection pool.

Choice of criteria

Any criteria used to decide who should be made redundant must be reasonable if a redundancy dismissal is to be fair. In many cases, the selection criteria are agreed and may include such things as length of service, attendance or performance. The criteria should be objective and not based solely on the opinion of the person(s) making the selection. Preferably, the criteria should be capable of independent verification through, for example, attendance records or staff appraisals. Subjective criteria such as 'attitude to work' or 'suitability to the needs of the business' are less likely to be regarded as a fair basis for selection.

It is also very important to ensure that none of the selection criteria are unlawfully discriminatory on grounds of disability, sex, age, race, religious belief/political opinion or sexual orientation.

Application of the criteria

The application of selection criteria to individual employees must also be reasonable. The criteria should be fairly and consistently applied to all of those in the selection pool. In particular, the accuracy of marking systems should be checked. Serious inconsistencies in the application of the criteria may lead to a finding of unfair dismissal in the event of a claim to an industrial tribunal.

'Bumping'

The issue of 'bumping' may also arise when deciding who should be selected for redundancy. 'Bumping' occurs where an employee (A) whose job is redundant is re-deployed to the job of another employee (B). A therefore effectively 'bumps' B out of her/his job. Although B's job is not redundant, her/his dismissal is for reasons of redundancy, namely a reduction in the need for work previously done by A. 'Bumping' is sometimes used when a more senior employee is prepared to take a more junior role to avoid redundancy.

Where an employer considers 'bumping', s/he must act reasonably in all the circumstances.

Note: Practical Tool 4 is designed to help representatives/advisers decide whether an employer has acted reasonably in deciding on the selection criteria and in applying those criteria.

1.3.4 Alternative employment

The dismissal of an employee may be considered unfair if no consideration is given to finding her/him another job within the company or group of companies where the redundancy has occurred. The obligation on an employer to consider alternative work for a redundant employee is not limited to looking for another job in the same section of the business to that in which the redundant employee worked, nor to considering the same/similar type of job at an equivalent grade.

Failure to offer an employee a job which may involve demotion may also lead to a claim for unfair dismissal. The obligation on the employer to consider alternative employment continues until the end of the employee's notice period.

Maternity/adoption leave

Where an employee is made redundant during the time s/he is off on maternity or adoptive leave, the employer is under a duty to offer her/him any suitable alternative jobs that are available **in preference** to other employees who are also made redundant. Not to do so will make any subsequent dismissal automatically unfair.

Note: Practical Tool 5 is designed to help representatives/advisers decide whether sufficient consideration has been given by an employer to finding suitable alternative employment and whether an employer has acted reasonably.

1.3.5 Fair dismissal procedures

These are discussed in further detail in sections 3 and 4 below.

2. COLLECTIVE REDUNDANCIES



2.1 Collective consultation

Where large groups of employees are affected by proposed redundancies, the law places obligations on employers regarding consultation with the appropriate representatives of the employees who are potentially affected directly or indirectly. These obligations are separate from the obligations described above in relation to individual consultation.

2.2 Consultation with whom?

Where there is a recognised trade union, the consultation should be with the union representatives or, in other cases, with elected employee representatives. Where there are no such representatives then the employer must satisfy her/his collective consultation obligations by consulting directly with the employees affected.

2.3 When do the consultation obligations arise?

The statutory obligations in relation to collective consultation arise in the following circumstances:

- where it is proposed to make 20 or more people redundant within a 90 day period, the employer must consult with the representatives of those who may be affected either directly or indirectly. That consultation must begin at least 30 days before the first dismissal is due to take effect;
- where it is proposed to make 100 or more people redundant within a 90 day period, the employer must consult with the representatives of those who may be affected either directly or indirectly. That consultation must begin at least 90 days before the first dismissal is due to take effect.

In particular, the employer must consult about ways of:

- avoiding the redundancies;
- reducing the numbers of employees to be made redundant; and
- reducing the effects of the redundancies.

2.4 Information

The law also provides that certain information must be made available in writing to trade union/employee representatives for the purposes of the consultation on collective redundancies (*see Practical Tool 2*).

2.5 Protective award

Where an employer fails to comply with the requirement to consult, the employees' representative can make a claim to an industrial tribunal. If there is no such representative, any affected employee may make a claim. There is a strict time limit for initiating such a claim (*see Practical Tool 6*).

If the industrial tribunal upholds the claim, the employer may be liable to pay each redundant employee a protective award which may be up to 90 days pay, depending on the seriousness of the employer's breach of her/his collective consultation obligations and the reasons for that breach.

2.6 Rights of trade union or elected employee representatives

Whether a trade union or elected representative, an employee representative has protection under the law in relation to her/his role, in particular:

- s/he must be given access to the employees affected by the proposed redundancies and provided with appropriate accommodation and facilities;
- s/he has a right to reasonable time off with pay to carry out the role;
- s/he must not be dismissed or subjected to any other detriment because of her/his position.

An employee representative has the right to make a claim to an industrial tribunal where any of these rights are breached. Where a claim is upheld, the tribunal may order the employer concerned to pay compensation. There are strict time limits for making such a claim (*see Practical Tool 6*).

3. UNFAIR DISMISSAL



3.1 Who is protected?

The Employment Rights (Northern Ireland) Order 1996 provides an **employee** with protection against unfair dismissal by his/her employer. What is meant by employee for these purposes is discussed in more detail at section 1 above. Workers who are not employees are unable to claim unfair dismissal.

Generally, an employee must have been continuously employed for a period of not less than one year ending with the effective date of termination of employment in order to claim unfair dismissal. However, if the dismissal is for one of the automatically unfair reasons listed below, no qualifying period is required.

Certain other categories of employees are excluded from claiming unfair dismissal. These include share fishermen, certain Crown employees and police officers (unless dismissal relates to an automatic unfair dismissal in a health and safety case).

3.2 Fair reasons for dismissal

There are six potentially fair reasons for dismissal, which include redundancy. If an employer cannot show that the reason for dismissal falls within the potentially fair reasons listed below, then the dismissal will be unfair. The reasons are as follows:

- a reason relating to capability or qualifications;
- a reason which relates to the conduct of the employee;
- the employee is redundant;
- the employee cannot continue to work in the position which s/he holds without contravening a statutory provision (eg where a lorry driver loses her/his driving licence);
- some other substantial reason of a kind which justifies the dismissal of an employee holding the position which s/he holds; or
- retirement, provided the employer has taken the steps required under the Employment Equality (Age) Regulations (Northern Ireland) 2006 in relation to retirement.

3.3 Reasonableness of the dismissal

Where an employer shows that the reason for dismissal is one of the fair reasons mentioned above, the question whether the dismissal is fair or unfair will depend

upon whether, in all the circumstances (including the size and administrative resources of the employer's undertaking), the decision to dismiss an employee falls within the band of reasonable responses which a reasonable employer might adopt.

This means that an industrial tribunal will not look at its own subjective views of what the members of the tribunal would have done as an employer in the same circumstances but rather whether the employer acted reasonably. This leaves an employer with quite a wide discretion in relation to her/his actions.

3.4 Statutory dismissal procedures

Even where the reason for the dismissal is fair, an employer should comply with the statutory dismissal procedures (see section 4 below) *before* dismissing an employee. Failure to do so may lead to a finding of automatically unfair dismissal.

3.4.1 Automatic unfair dismissal where no qualifying period of service is required

There are circumstances where the dismissal of an employee is automatically unfair regardless of length of service.

The grounds include:

- dismissal for reason related to jury service;
- dismissal for certain maternity or family friendly related reasons;
- dismissal for health and safety related reasons;
- dismissal for performing a role as a trustee of a pension scheme or as an employee representative;
- dismissal of a protected or opted out shop worker or on course betting worker in connection with Sunday working;
- dismissal in relation to rights under the Working Time Regulations (NI) 1998;
- dismissal for asserting rights under the National Minimum Wage Act 1998;
- dismissal in respect of protected public interest disclosures;
- dismissal in relation to the right to be accompanied at disciplinary and grievance hearings;
- dismissal for asserting rights as a part time worker;
- dismissal due to enforcing rights under the Tax Credits Act 2002;
- dismissal for asserting rights as a fixed term worker;
- dismissal for asserting statutory rights conferred under the 1996 Order or the rights in relation to statutory minimum notice, deductions from pay, union activities and time off;

- dismissal for trade union membership or activities;
- dismissal for a reason related to the statutory right to apply for flexible working.

Selection of an employee for redundancy for one of the reasons above may also make the dismissal automatically unfair.

3.4.2 Making a claim for unfair dismissal

An employee who believes that s/he has been unfairly dismissed may make a claim to an industrial tribunal. There is a strict time limit for initiating such a claim (*see Practical Tool 6*).

Where a claim for unfair dismissal is successful a tribunal may order:

- reinstatement;
- re-engagement; and
- compensation.

In practice, most successful employees receive an award of compensation. Orders for reinstatement and re-engagement are relatively rare.

3.4.3 Compensation for unfair dismissal

When a tribunal makes an award of compensation for unfair dismissal, the award will normally consist of a basic award and a compensatory award. The maximum basic award is calculated in the same way as a statutory redundancy payment (see section 5 below) and is currently £11,400. The maximum compensatory award is currently £63,500. Both of these awards are reviewed annually by the Department for Employment and Learning (DEL) for Northern Ireland.

There are a number of circumstances in which a tribunal may increase or reduce compensation linked to the actions of the employer or employee respectively. The rules are complex and, if this becomes an issue in any particular case, more detailed legal advice should be sought.

4. STATUTORY PROCEDURES



The statutory dismissal, disciplinary and grievance procedures were introduced in 2005. The procedures have recently been subject to consultation and review by DEL and following that exercise, it is currently proposed that the grievance procedures will be repealed. Reference should be made to Law Centre (NI)'s website (www.lawcentreni.org) to check the up to date position in relation to this proposal. Pending any change, however, the procedures continue to apply in Northern Ireland.

The statutory procedures are detailed and complex. This section highlights those aspects that are most relevant to redundancy. A fuller explanation of the scope and operation of the procedures is contained in Law Centre (NI)'s *Encyclopedia of Social Welfare Rights* under 'Rights of Employees' and in the Labour Relations Agency's Code of Practice on Disciplinary and Grievance Procedures (see *Practical Tool 8*). Given the complexity of the procedures, however, and where there is any uncertainty in relation to their application in a particular case, it is recommended that detailed legal advice is sought.

4.1 Statutory dismissal procedure

The statutory dismissal procedure applies to termination of employment by an employer including dismissal by reason of redundancy. However, for a redundancy dismissal to be fair an employer should ensure that s/he has also followed a fair redundancy procedure, which in most cases requires more than the minimum statutory dismissal procedure (see section 1 above). Except in relation to collective redundancies (where the procedure does not apply) an employer who is considering making an employee redundant is required to follow the statutory dismissal procedure. There are certain limited exceptions to this requirement. These exceptions are discussed in more detail in the *Encyclopedia of Social Welfare Rights* referred to above.

The law provides a standard procedure and a modified procedure. It is the standard procedure that applies in most redundancy situations. The standard procedure involves three steps as follows:

- **step one** - the employer must write to the employee setting out the grounds (eg redundancy) on which possible dismissal is being considered, invite the employee to a meeting to discuss and confirm to the employee that dismissal is a possible outcome of the meeting ;
- **step two** - the meeting takes place, prior to which the employee should have been provided with sufficient information to enable her/him to prepare for and discuss the proposed dismissal. In the case of a proposed redundancy this should

include, for example, selection criteria and how the employee has been scored against those criteria;

- **step three** – the employer must provide the employee with a right of appeal against any decision to dismiss.

4.2 Statutory grievance procedure

Schedule 3 of the Employment (NI) Order 2003 lists the types of complaint in which an employee must initiate a grievance before lodging a claim in a tribunal. Most, but not all industrial tribunal complaints are currently subject to this requirement (see *Encyclopedia of Social Welfare Rights* referred to above).

If the complaint(s) arise wholly from the termination of employment, the grievance procedure does not apply. For example, if someone has a claim of unfair dismissal, a claim that the dismissal was an act of discrimination and a claim that s/he was dismissed without notice, all the claims are to do with dismissal and the grievance procedure does not apply.

There is a standard and a modified grievance procedure and it is the standard procedure that applies in most cases. The standard procedure consists of three steps:

- **step one** - the employee must write to the employer setting out the grievance;
- **step two** - the employer must arrange a meeting to discuss the grievance;
- **step three** - the employer must provide the employee with a right of appeal if the grievance is not resolved at the meeting.

The modified grievance procedure consists of two steps. There is no need to hold a meeting under the modified grievance procedure. All that is required is that the employee sets out the grievance in writing and the employer responds in writing.

The modified grievance procedure can only be used if:

- the employee no longer works for the employer;
- the standard grievance procedure was not completed before the last day of employment; and
- both parties have agreed in writing that the modified procedure should apply.

4.3 When do the statutory procedures not apply?

There are a number of circumstances in which the statutory procedures do not apply. These are detailed in the *Encyclopedia of Social Welfare Rights* referred to above.

4.4 General requirements

There are a number of requirements that apply to all of the statutory procedures:

- each step must be taken without unreasonable delay;
- the timing and location of meetings must be reasonable. Attendance at any meetings that are arranged is very important as failure to do so may have adverse consequences in the event of a subsequent claim to an industrial tribunal (see 4.5 below);
- meetings must be conducted in a manner that enables both employer and employee to explain their cases;
- in the case of appeal meetings, the employer should, so far as is reasonably practicable, be represented by a more senior manager than attended the first meeting;
- the employee can choose to be accompanied to the step-two meeting and/or step-three appeal meeting by either a work colleague or a trade union representative.

4.5 Consequences of not following the statutory procedures

Failure to follow the statutory procedures may have detrimental consequences:

- if, in a case where the statutory grievance procedure applies, an employee has not written a step-one letter and waited for 28 days to elapse, a claim will not be admitted by an industrial tribunal. After the 28 days, the employee may lodge a claim;
- failure by an employer to follow the statutory dismissal and disciplinary procedures when dismissing may result in a finding of unfair dismissal if an employee has at least one year's continuous service with the employer; compensation awarded by a tribunal will be increased or reduced by at least ten per cent (up to a maximum of 50 per cent) depending on whether the employee or the employer failed to follow the procedures, unless there are exceptional circumstances that would make such an increase or reduction unjust or inequitable.

4.6 Industrial tribunal time limits and the statutory procedures

In relation to the operation of the statutory procedures, time limits to lodge a claim with an industrial tribunal will only be extended in certain limited circumstances.

In relation to the dismissal procedures:

- an extension of time to lodge a tribunal claim may be granted in cases where the statutory dismissal procedures apply. In the case of an unfair dismissal claim for example the time limit may be extended for a further three months from the

date the time limit would originally have expired if the employee has reasonable grounds for believing that the dismissal procedure had not been completed and was still being followed when the original time limit expired.

In relation to the grievance procedures:

- if an employee sends a step-one grievance letter to an employer within the normal time limit for lodging a tribunal claim (*see Practical Tool 6*), then the time limit will be extended by a further three months from the date on which it would otherwise have expired;
- where an employee lodges a claim in the tribunal without writing a step-one grievance letter and waiting for 28 days to elapse, the tribunal will return the application. However there may still be a three month extension from when the original time limit would otherwise have expired if the step-one letter is sent to the employer within 28 days of when the normal time limit would have expired. If the step-one letter is not sent within that 28 day period, the employee will not normally be permitted to lodge a tribunal claim.

5. STATUTORY REDUNDANCY PAYMENT



The law provides that a person who is made redundant may be entitled to a statutory redundancy payment provided that s/he satisfies the qualifying conditions (see below). **It is always important, however, to check whether an employee's contract of employment provides for an enhanced redundancy payment above and beyond the statutory minimum.**

5.1 Who is entitled to statutory redundancy?

An employee who is made redundant and who has completed two years' continuous service with the employer by the date her/his dismissal takes effect may be entitled to receive a statutory redundancy payment.

Normally, to be continuously employed the person concerned must be employed by only one employer. However, there are circumstances in which periods of employment with different employers count as a single period of continuous employment, eg on the transfer of a business or where an employee moves from one employer to an associated employer.

If there is uncertainty about whether periods of employment with different employers are to be treated as continuous employment for the purposes of claiming a redundancy payment, it is recommended that detailed legal advice is sought.

5.2 Who is excluded?

Certain categories of employees are excluded from the right to claim statutory redundancy pay, including:

- members of the armed forces;
- apprentices at the end of the apprenticeship contract;
- domestic servants working in a private household who are members of the employer's close family;
- share fishermen;
- Crown servants or employees in public office; and
- employees of an overseas government.

If there is uncertainty about whether certain employees, who otherwise have the requisite service, are excluded it is recommended that detailed legal advice is sought.

5.3 How is statutory redundancy pay calculated?

The amount of any such payment depends upon:

- length of continuous service including periods of statutory maternity, adoptive, paternity and parental leave;
- the age of the employee;
- normal weekly pay.

The maximum length of service for the purposes of calculating statutory redundancy is 20 years. The maximum amount of a normal weeks' pay for the purposes of calculating a statutory redundancy payment is reviewed annually by DEL and is currently £380.00. The amount of statutory redundancy payment is calculated as follows:

- half a week's pay for each full year of service up to the age of 21;
- one week's pay for each full year of service between the ages of 22 and 40;
- one and a half week's pay for each full year of service at the age of 41 and above.

DEL has published a Ready Reckoner to assist in calculating statutory redundancy payments (*see Practical Tool 10*).

In the case of a dispute about a redundancy payment, a claim may be made to the industrial tribunal. There are, however, strict rules about how and within what timescale an employee must assert her/his right to a redundancy payment (*see Practical Tool 6*).

5.4 Refusal of offer of suitable and reasonable alternative employment

If an employee refuses an offer of suitable alternative employment, s/he may lose the right to a redundancy payment. The offer of alternative employment must be made before the end of the employee's previous contract and must take effect immediately or within a period of four weeks.

The suitability and reasonableness of the alternative employment are two separate considerations.

Whether the alternative employment on offer is suitable is an objective question based on how a reasonable employee would have viewed it. Issues such as the terms and conditions and duties of the new employment may be relevant to this question.

By contrast, the question of reasonableness is not concerned with what a reasonable employee would have done but is a subjective test on whether the individual concerned acted unreasonably in refusing the alternative employment given her/his own personal circumstances eg family circumstances or travelling distance from home.

5.5 Trial period

An employee has the right to try out any new job offered, for a trial period of up to four weeks. If s/he works beyond the trial period of four weeks, s/he loses the right to a redundancy payment unless a longer period has been agreed with the employer in writing to cover a period of retraining.

If an employee unreasonably refuses an offer of suitable alternative employment following a trial period s/he may lose the right to claim a statutory redundancy payment.

5.6 Written statement

When making a redundancy payment (except a payment made pursuant to an industrial tribunal decision), an employer must provide a written statement indicating how the amount of the payment has been calculated. Failure to do so is a criminal offence. Where an employer fails to provide such a statement, an employee may write to the employer requesting it within a specified period (which must be more than one week). If the employer fails to comply with this request without reasonable excuse then that employer will be committing a further offence.

5.7 Other payments due on redundancy

In addition to a redundancy payment, an employee may have a right to:

- payment in respect of accrued annual leave;
- outstanding wages;
- notice pay or pay in lieu of notice.

Note: Practical Tool 7 contains a summary of the statutory minimum periods of notice which an employee is entitled to receive.

6. TIME OFF TO LOOK FOR WORK OR MAKE ARRANGEMENTS FOR TRAINING



The law provides that an employee who has been given notice of dismissal by reason of redundancy is entitled to reasonable time off during working hours to:

- look for another job; or
- make arrangements for training for other employment.

The employee will only be entitled to time off if, by the time that the notice of dismissal expires, s/he has been continuously employed for a period of at least two years.

An employee who is given time off is entitled to be paid at the appropriate hourly rate for the time taken off. Although what is reasonable in terms of duration of leave will depend on the facts of the particular case, the maximum amount of payment which the employee is entitled to receive is two fifths (40 per cent) of a week's pay.

If an employer unreasonably refuses an employee time off, or fails to pay the correct amount, the employee can present a claim to an industrial tribunal. There are strict time limits for making such a claim (*see Practical Tool 6*).

7. LAY-OFF AND SHORT-TIME WORKING (TIME LOST)



7.1 What is time LOST?

Due to temporary work shortages employers may, on occasion, seek to lay-off or place some or all of their employees on short-time working. This is sometimes referred to as 'time LOST'.

7.2 What is lay-off?

The term 'lay-off' is often confused with redundancy but they are two different things. A lay-off occurs if an employee is not paid in any particular week because there is no work for her/him and s/he is available for work. Unlike the case with redundancy, however, an employee who is laid-off is **not** dismissed.

7.3 What is short-time?

An employee is considered to be on short-time working if s/he gets less than half a week's pay during any week when s/he is available for work and the reason for the failure to pay is lack of work.

7.4 Guarantee payments

Employees who are laid-off or placed on short-time working may be eligible to receive guarantee payments (see section 8 below).

7.5 What does the contract of employment say about time LOST?

It is important to note that an employer does not have an automatic right to lay-off or put an employee on short-time working. An employer can only lawfully lay-off or put an employee on short-time if a term in the employee's contract of employment permits it. It is also open to an employee to agree to lay-off or short-time working with the employer as an alternative to redundancy.

If an employer lays-off an employee or puts her/him on short-time without having an express or implied contractual right to do so, this may, in some circumstances, give rise to a claim for unlawful deduction from wages. It may also give rise to a constructive dismissal claim where an employee, with the requisite one years' qualifying service, resigns as a result. Whether or not such a dismissal is unfair will depend on the facts of the case and in particular the reasons for the employer's action.

Even where the contract of employment makes provision for lay-off/short-time working but does not specify the period, constructive dismissal claims may still arise if the lay-off/short-time working period has lasted for an unreasonable length of time. The law relating to constructive dismissal is however very complex and what is unreasonable will depend upon the facts of the particular case. A person considering a constructive dismissal claim should seek legal advice **before** resigning her/his employment.

Irrespective of any constructive dismissal claim, an employee may have a right to resign and claim a redundancy payment on the basis of time LOST as set out in section 9 below.

8. GUARANTEE PAYMENTS



8.1 Who qualifies?

The law provides for a guarantee payment to be made to an employee who is not provided with work during a whole day on which s/he would be required to work under the contract of employment if the reason the employee is not provided with work by the employer is due to either:

- a diminution in the requirements of the employer's business for work of a kind which the employee has been employed to do; or
- any other occurrence affecting the normal working of the employer's business in relation to work of the kind that the employee is employed to do.

In addition, the employee concerned must satisfy all of the following conditions:

- have completed at least one month's continuous service;
- not have been provided with work for the whole of a normal working day;
- not have refused an offer of suitable alternative employment;
- have complied with any reasonable requirements to ensure that her/his services are available.

The amount of a guarantee payment is reviewed annually by DEL. It is currently subject to a maximum payment of £21.20 per day. Further, an employee is only eligible to receive guarantee payments for a maximum of five days within any three month period.

An employee who does not receive a guarantee payment to which s/he is entitled may make a claim to an industrial tribunal. There is a strict time limit for initiating such a claim (*see Practical Tool 6*).

9. CLAIMING A REDUNDANCY PAYMENT BY 'TIME LOST'



9.1 Who qualifies?

An employee with two or more years' service who has been laid-off or put on short-time may have a right to claim a statutory redundancy payment where s/he has been laid-off or placed on short-time for:

- four or more consecutive weeks; or
- a series of six or more weeks (of which not more than three were consecutive) within a period of thirteen weeks.

9.2 How to claim a statutory redundancy payment by 'time LOST'

In order to claim a statutory redundancy payment an employee must observe very strict notice requirements.

Step one - Notice of intention to claim a redundancy payment

The employee must notify her/his employer **in writing** of the intention to claim. The notice must be served within four weeks of the end of the period of lay-off or short-time working.

Step two - Counter notice by employer

An employer may give a counter-notice. The counter-notice must be given to the employee in writing within seven days of service of the employee's original notice and must make clear that the claim is contested.

If an employer serves a counter-notice within the period specified above, the employee will have no right to a redundancy payment unless s/he makes a claim to the industrial tribunal for the payment. There is a strict time limit for making such a claim (*see Practical Tool 6*).

Provided the employee has fully complied with the notice requirements, an employer can only defeat an employee's claim for a redundancy payment if, on the date of service of the employee's notice of intention to claim, the employer can show that the employee would within four weeks of that date have started a period of employment of not less than thirteen weeks of normal working. An employer can only raise this defence if s/he has served a counter notice as outlined in step two above.

Step three – Notice of termination of employment by the employee

A claim for redundancy payment by 'time LOST' can only be made if the employee terminates her/his contract by giving notice (either such notice as required by contract or otherwise one week).

The employee must observe strict timescales as follows:

- if no counter-notice has been given by her/his employer, within three weeks of the date on which any counter-notice could have been given (ie four weeks from the date of the original notice);
- if a counter-notice has been given but then withdrawn, within three weeks from the date on which the notice of withdrawal is given; or
- if a counter-notice has been given and the employee has lodged a claim in respect of the right to redundancy payment in an industrial tribunal, within three weeks of the industrial tribunal's decision.

10. REDUNDANCY AND INSOLVENCY

Where an employer owes money to an employee, DEL may be able to settle the debts or part of them from the Northern Ireland National Insurance Fund. Contact details are in Practical Tool 9.

What may be recovered will depend upon whether the employer is solvent or insolvent.



10.1 What is insolvency?

Insolvency is legally defined and it is not enough that a company or individual has stopped trading or is unable to pay outstanding debts. In the case of a company, one of the following must have occurred:

- the company has gone into liquidation; or
- an Administration Order has been made; or
- a Resolution for its voluntary winding-up has been passed; or
- the company has made a voluntary arrangement approved by the court under the Insolvency (Northern Ireland) Order 1989; or
- in certain circumstances, a receiver or manager has been appointed or possession of the company's property has been taken under a debenture.

Where the employer is a partnership, all partners in the firm must have been adjudicated bankrupt before monies become payable out of the National Insurance Fund.

The law on insolvency is very complex. If there is uncertainty as to whether an employer is or is not insolvent, detailed legal advice should be sought.

10.2 What may be recovered where the employer is solvent?

An employee may recover a redundancy payment from DEL, even if the employer is not insolvent, if the employee has taken all reasonable steps, other than legal proceedings, to recover the payment from the employer and the employer has refused or failed to pay it, or has only paid part and refused to pay the balance.

DEL will not pay other outstanding debts where the employer is not insolvent.

10.3 What may be recovered where the employer is insolvent?

Where an employer is insolvent DEL may, in addition to a redundancy payment, also in certain circumstances, pay any of the following:

- arrears of pay (subject to a statutory weekly limit of £380) for up to eight weeks;
- any amount which the employer is liable to pay for a period of statutory notice* (subject to the statutory weekly limit);
- any holiday pay or accrued holiday pay (subject to the statutory weekly limit of £380) to which the employee became entitled during the previous twelve months (not exceeding six weeks' holiday pay or accrued holiday pay);
- any basic award of compensation for unfair dismissal;
- a reasonable sum by way of reimbursement of the whole or part of any fee or premium paid by an apprentice or articulated clerk.

* **Note:** Practical Tool 7 contains a summary of the statutory minimum periods of notice which an employee is entitled to receive.

10.4 How to apply to DEL

If proper notice pay is not received, Form IP2, obtainable on request from the Redundancy Payments Service of DEL (*see Practical Tool 9*), should be completed and forwarded to DEL as soon as the statutory notice period has ended.

For payments other than notice, Form RP1 - which is obtainable from the employer's representative (ie the receiver, liquidator or trustee) - should be forwarded to the Redundancy Payments Service of DEL. The address can be found in Practical Tool 9.

An employee who has applied for a payment from DEL may present a claim to an industrial tribunal if DEL fails to make any payment, or if any payment that has been made by DEL is less than what should have been paid. There is a strict time limit for making such a claim (*see Practical Tool 6*). If the industrial tribunal finds that DEL ought to make a payment, the tribunal will make a declaration to that effect and declare the amount of any payment that DEL must make.

1. EMPLOYEE DETAILS



Reference number (if any) -----

Adviser/Representative -----

1. Name:

2. Contact address:

3. Contact tel. number(s):

4. Date of birth:

5. Employer:

6. Job title:

7. Department/division:

8. Work location:

9. Date of commencement of employment:

10. Termination date:

11. Date on which notice received:

12. Has employment been continuous?

13. Details of any breaks in employment:

14. Normal weekly hours of work:

15. Normal weekly/monthly gross pay:

16. Normal weekly/monthly net pay:

17. Other remuneration (eg allowances/bonus):

18. Details of any payments outstanding:

19. Annual leave entitlement:

20. Details of any accrued leave outstanding:

21. Membership of pension scheme:

22. Details of periods of lay-off/short-time working (if any):

23. What are circumstances of redundancy (closure/business downturn etc)?

24. Have statutory procedures been followed?

- Written notification Date -----
- Meeting(s) Date(s)-----
- Appeal Date -----

25. Details of those in the selection pool:

26. What were the selection criteria?

27. What were the results of assessment/scoring?

28. What (if any) alternative employment has been offered?

29. Is there other alternative employment that should have been offered?

30. Amount of any redundancy payment received:

31. Details of any enhancements that have been offered:

32. How have redundancies been handled in the past (agreements or custom and practice)?

33. Are there other alternatives to redundancy that should have been considered?

34. Any other relevant details?

Relevant documents

Contract of employment/statement of terms and conditions

Job description

Personnel records (eg annual appraisals, attendance or disciplinary records)

Letters/other correspondence regarding redundancy

Company redundancy policy/procedures (if any)

Staff handbook/manual (if any)

2. CHECKLIST - CONSULTATION



Below is a checklist of points to help representatives/advisers decide whether an employer has acted reasonably in relation to her/his consultation obligations *prior* to making a decision on redundancies.

Although failure by an employer to comply with all of the points identified below may not result in a finding of unfair dismissal, the checklist should help determine whether an employer has acted reasonably in all the circumstances.

Individual redundancy

1. Check that consultation has taken place when the redundancy proposal is still at a *formative* stage, ie prior to any decision being reached.

2. Check that the affected employee has been given sufficient information (in advance if necessary) to enable her/him to have a meaningful discussion which should include:
 - a general explanation of the process that the employer proposes to follow including timetable for consultation;
 - details of selection criteria and how they have been agreed;
 - an opportunity for the employee to comment on those criteria generally;
 - an adequate opportunity for the employee to comment upon any assessment of her/him based on those criteria;
 - an opportunity to put forward suggestions for ways to avoid redundancy, eg voluntary redundancies, reduced hours, wage cut;
 - consideration of alternative employment opportunities that exist;
 - an opportunity for the employee to raise other matters or concerns that s/he may have;

- a reasonable period for the employee to respond to any matters raised in the consultation meeting.

3. Check if employee has been provided with relevant documentation (eg assessment sheets, attendance records).

Collective redundancies

1. Check that minimum statutory consultation periods with trade union/employee representatives have been observed by the employer as follows:

- if proposed to make 20 or more redundant within a 90 day period, consultation must begin at least 30 days before the first dismissal takes effect;
- if proposed to make 100 or more redundant within a 90 day period, consultation must begin at least 90 days before the first dismissal takes effect.

2. Check that the employer has provided the following information for the purposes of collective consultation *in writing* as required by law:

- the reasons for the proposed redundancies;
- the numbers and description of employees which it is proposed to make redundant;
- the total number of employees of that description employed at the establishment in question;
- the proposed method of selection;
- the proposed method of carrying out the dismissals including the period over which the dismissals are to take effect;
- the proposed method of calculating the amount of any redundancy payments (other than statutory redundancy pay).

3. CHECKLIST – SELECTION POOL



Below is a checklist of points to help representatives/advisers decide whether the selection pool is reasonable.

Although failure by an employer to comply with all of the points identified below may not of itself result in a finding of unfair dismissal, the checklist should help determine whether an employer has acted reasonably in all the circumstances.

1. In case of collective redundancies, check if information on the pool has been disclosed in writing to trade union/ employee representative or, in their absence, the affected employee(s).
2. Check if pool for selection is covered by an existing redundancy agreement/customary procedure.
3. Check that reasons for departure from any previously agreed position are clear and reasonable.
4. Check whether selection pool has been agreed with the trade union.
5. Check that selection pool has been discussed with the employee affected as part of consultation.
6. Check that the employee affected has had reasonable time to consider her/his response.
7. Check whether all employees doing work similar to the employee affected have been considered/ are included in the selection pool.
8. Check whether there were interchangeable jobs in the organisation that should have been considered/ included in the selection pool.
9. Check whether employees working in similar or interchangeable jobs at different sites have been considered/ selected for inclusion.
10. Check whether 'bumping' has been considered.

4. CHECKLIST – SELECTION CRITERIA



Below is a checklist of points to help representatives/advisers decide whether the criteria used in making the redundancy selection are reasonable, fair and objective.

Although failure by an employer to comply with all of the points identified below may not result in a finding of unfair dismissal, the checklist should help determine whether an employer has acted reasonably in all the circumstances.

1. In case of collective redundancies, check if information on criteria and how they have been agreed and will be applied has been disclosed in writing to trade union/employee representative, or in their absence, to affected employee(s).
2. Check if there are agreed criteria for selection as part of an existing redundancy agreement/customary procedure.
3. Check that reasons for departure from any previously agreed criteria are clear and reasonable.
4. Check criteria are objective, ie not merely reflecting the selector's opinion.
5. Check criteria are verifiable by reference to objective data (eg attendance/disciplinary records, performance appraisals etc).
6. Check that criteria are not discriminatory on grounds of disability, gender, age, race, religious belief/political opinion or sexual orientation.
7. Check that criteria have been discussed with employee affected as part of consultation.
8. Check that assessment of employee affected against criteria has been clearly explained and discussed during consultation.
9. Check that employee affected has had reasonable time to consider her/his assessment and respond.
10. Check that criteria have been consistently applied to all in the selection pool.
11. Check that any scoring against criteria is accurate.

5. CHECKLIST – ALTERNATIVE EMPLOYMENT



Below is a checklist of points to help representatives/advisers decide whether sufficient consideration has been given by an employer to finding suitable alternative employment for an employee whose job is redundant.

Although failure by an employer to comply with all of the points identified below may not result in a finding of unfair dismissal, the checklist should help determine whether an employer has acted reasonably in all the circumstances.

1. Check that the possibility of suitable alternative employment has been discussed with the employee affected as part of consultation.
2. Check that any opportunities for alternative employment at other sites or within group of companies have been considered.
3. Check that employer has provided sufficient details of alternative (eg duties, terms and conditions, location etc) to enable the employee affected to decide.
4. Check that the employee affected has been given the opportunity to consider more junior posts where post at her/his existing level not available.
5. Check that the employer has responded to any suggestions put forward by the employee in relation to suitable alternative employment.
6. Check that the employee affected has been considered for any alternative vacancies arising up to the end of the notice period.
7. Check that the employee affected has been given the opportunity to undertake the alternative employment for statutory trial period, ie up to four weeks.
8. Check that the employee affected has had reasonable time to consider any offer of alternative employment.
9. Check that representative/adviser has explained to the affected employee the implications of turning down an offer of suitable and reasonable alternative employment, ie potential loss of right to a statutory redundancy payment.
10. Check that any affected employee on maternity/adoption leave has been given **preferential** consideration and offered any suitable alternative employment.

6. CHECKLIST – KEY STATUTORY TIME LIMITS



Below is a summary of the key statutory time limits which apply to the various industrial tribunal claims referred to in this toolkit. They are contained in the Employment Rights (Northern Ireland) Order 1996 ('ERO'). The relevant article has been cited in each case.

Where any of these potential claims is included in the jurisdictions listed in Schedule 3 of the Employment (NI) Order 2003, and is therefore subject to the statutory grievance procedure (see section 4 above), this has been highlighted in italics.

Claim for Unfair Dismissal (ERO art. 145)

Claim must be presented to an industrial tribunal before the end of the period of three months beginning with the effective date of termination.

The time limit may be extended by the tribunal where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end of the period of three months.

The Statutory Dismissal Procedures may also operate to extend the time limit for presenting a complaint of unfair dismissal for a further three month period where the employee has good reason to believe that the procedure is still ongoing and has not been completed at the end of the initial three month period.

Claim for redundancy payment (ERO art.199)

An employee does not have any right to a redundancy payment unless, before the end of a period of six months beginning with the relevant date:

- the payment has been agreed and paid;
- the employee has made a claim for the payment by notice in writing given to the employer;
- the question as to the employee's right to - or the amount of - the payment has been referred to an industrial tribunal; or
- the employee has presented a complaint of unfair dismissal to an industrial tribunal.

A tribunal may still award a redundancy payment if it considers it just and equitable to do so, where the employee has failed to assert her/his right to the redundancy payment within the initial six month time period, but does so within the six month period immediately following the initial six month period.

Claims for redundancy payments are included in the jurisdictions listed in Schedule 3 (referred to above). An employee who wishes to submit an industrial tribunal claim must comply with the statutory grievance procedures.

1. Claim in respect of failure to pay guarantee payment (ERO art. 66)

Claim must be presented to an industrial tribunal within three months beginning with the day on which work was not provided and on which an employee would normally be required to work.

The time limit may be extended by the tribunal where it is satisfied that it was not reasonably practicable for the complaint to be presented within that period of three months.

2. Claim in respect of Department for Employment and Learning's refusal to make payment (ERO art. 233)

Claim must be presented to an industrial tribunal before the end of the period of three months beginning with the date on which the decision of the Department was communicated to the claimant.

The time limit may be extended by the tribunal where it is satisfied that it was not reasonably practicable for the complaint to be presented within that period of three months.

3. Claim for Protective Award (ERO art. 217)

Claim must be presented to an industrial tribunal before the date on which the last of the dismissals to which the claim relates takes effect or during the period of three months beginning with that date.

The time limit may be extended by the tribunal where it is satisfied that it was not reasonably practicable for the complaint to be presented within that period of three months.

4. Claim in respect of detrimental treatment of employee representative (ERO art. 71)

Claim must be presented to an industrial tribunal before the end of the period of three months beginning with the date of the act or failure to act or, where there is a series of acts or failures, the last of them.

The time limit may be extended by the tribunal where it is satisfied that it was not reasonably practicable for the complaint to be presented before the end of the period of three months.

Claims of this type are included in the jurisdictions listed in Schedule 3 (referred to above). An employee who wishes to submit an industrial tribunal claim must comply with the statutory grievance procedures.

5. Claim in respect of unreasonable refusal of time off to look for work, make arrangements for training or failure to pay appropriate remuneration (ERO art. 82)

Claim must be presented to an industrial tribunal within three months beginning with the day on which the time off should have been permitted.

The time limit may be extended by the tribunal where it is satisfied that it was not reasonably practicable for the complaint to be presented within that period of three months.

7. STATUTORY MINIMUM NOTICE



The amount of notice to which an employee is entitled depends upon length of continuous service and what is provided under her/his contract of employment.

Below is a summary of the statutory **minimum** notice of termination of employment to which an employee is entitled under article 118 of the Employment Rights (Northern Ireland) Order 1996. If the contract of employment provides for longer notice, then the longer notice period applies.

Statutory minimum periods are:

- one week's notice where continuously employed for one calendar month or more but for less than two years;
- one week's notice for each completed year of service where continuously employed for two years or more but less than twelve years; and
- twelve weeks' notice where continuously employed for twelve years or more.

8. FURTHER GUIDANCE



Department for Employment and Learning Employment Rights Booklets:

ER3 – Redundancy Entitlement Statutory Rights

ER4 – Redundancy Consultation and Notification

ER5 – Your Rights if your Employer is Insolvent

ER13 – Unfairly Dismissed?

ER14 – Guarantee Payments

Law Centre (NI) Encyclopedia of Rights (Section C – Employment)

Redundancy Payments Services: A Statement of Charter Standards

Labour Relations Agency Advice on Handling Redundancies (October 2007)

Labour Relations Agency Code of Practice: Disciplinary and Grievance Procedures

Labour Relations Agency Information Note No.5:

Temporary Lay-off and Short-Time Working (revised July 2008)

Labour Relations Agency Information Note No.11:

Time off work – Rights and Responsibilities (May 2009)

Booklet:

Procedures for Those Concerned with Industrial Tribunal and Fair Employment Tribunal Proceedings (revised June 2009)

9. USEFUL CONTACTS



1. Law Centre NI

Belfast Office

24 Donegall Street, Belfast BT1 2GY

Phone: 028 9024 4401 **Fax:** 028 9023 6340

E-mail: admin.belfast@lawcentreni.org **Website:** www.lawcentreni.org

Western Area Office

9 Clarendon Street, Derry BT48 7EP

Phone: 028 7126 2433 **Fax:** 028 7126 2343 **E-mail:** admin.derry@lawcentreniwest.org

2. Labour Relations Agency

2-8 Gordon Street, Belfast BT1 2LG

Phone: 028 9032 1442 (Belfast)

1-3 Guildhall Street, Londonderry BT48 6BB

Phone: 028 7126 9639 (regional office – Londonderry)

Website: www.lra.org.uk

3. Department for Employment and Learning

Redundancy Payments Service

Room 203, Adelaide House, 39-49 Adelaide Street, Belfast BT2 8FD

Freephone: 0800 5858111 **Website:** www.delni.gov.uk

4. Equality Commission for Northern Ireland

Equality House, 7-9 Shaftesbury Square, Belfast BT2 7DP

Phone: 028 9050 0600 **E-mail:** information@equalityni.org **Website:** www.equalityni.org

5. NIC-ICTU

4-6 Donegall Street Place, Belfast BT1 2FN

Phone: 028 9024 7940 **Fax:** 028 9024 6898 **Website:** www.ictuni.org

6. Office of the Industrial Tribunals and the Fair Employment Tribunal

Killymeal House, 2 Cromac Quay, Ormeau Road, Belfast BT7 2JD

Phone: 028 9032 7666 **Fax:** 028 9025 0100 **Website:** www.employmenttribunalsni.org

7. Citizens Advice Regional Office

Phone: 028 9023 1120 to be referred to a Citizens Advice Bureau in your area.

Website: www.citizensadvice.co.uk

8. Advice NI

Phone: 028 9064 5919 to be referred to an advice centre in your area.

Website: www.adviceni.net

10. READY RECKONER



Read off age in the table below and the number of complete years of service. The table will then show how many weeks' pay the employee is entitled to.

| Age (Yrs) | Years of Service | | | | | | | | | | | | | | | | | | | |
|-----------|------------------|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| 18* [1] | 1 | 1½ | | | | | | | | | | | | | | | | | | |
| 19 | 1 | 1½ | 2 | | | | | | | | | | | | | | | | | |
| 20 | 1 | 1½ | 2 | 2½ | | | | | | | | | | | | | | | | |
| 21 | 1 | 1½ | 2 | 2½ | 3 | | | | | | | | | | | | | | | |
| 22 | 1 | 1½ | 2 | 2½ | 3 | 3½ | | | | | | | | | | | | | | |
| 23 | 1½ | 2 | 2½ | 3 | 3½ | 4 | 4½ | | | | | | | | | | | | | |
| 24 | 2 | 2½ | 3 | 3½ | 4 | 4½ | 5 | 5½ | | | | | | | | | | | | |
| 25 | 2 | 3 | 3½ | 4 | 4½ | 5 | 5½ | 6 | 6½ | | | | | | | | | | | |
| 26 | 2 | 3 | 4 | 4½ | 5 | 5½ | 6 | 6½ | 7 | 7½ | | | | | | | | | | |
| 27 | 2 | 3 | 4 | 5 | 5½ | 6 | 6½ | 7 | 7½ | 8 | 8½ | | | | | | | | | |
| 28 | 2 | 3 | 4 | 5 | 6 | 6½ | 7 | 7½ | 8 | 8½ | 9 | 9½ | | | | | | | | |
| 29 | 2 | 3 | 4 | 5 | 6 | 7 | 7½ | 8 | 8½ | 9 | 9½ | 10 | 10½ | | | | | | | |
| 30 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 8½ | 9 | 9½ | 10 | 10½ | 11 | 11½ | | | | | | |
| 31 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 9½ | 10 | 10½ | 11 | 11½ | 12 | 12½ | | | | | |
| 32 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 10½ | 11 | 11½ | 12 | 12½ | 13 | 13½ | | | | |
| 33 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 11½ | 12 | 12½ | 13 | 13½ | 14 | 14½ | | | |
| 34 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 12½ | 13 | 13½ | 14 | 14½ | 15 | 15½ | | |
| 35 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 13½ | 14 | 14½ | 15 | 15½ | 16 | 16½ | 17 |
| 36 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 14½ | 15 | 15½ | 16 | 16½ | 17 | |
| 37 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 15½ | 16 | 16½ | 17 | 17½ | 18 |
| 38 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 16½ | 17 | 17½ | 18 | |
| 39 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 17½ | 18 | 18½ | 19 |
| 40 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 18½ | 19 | |
| 41 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 19½ | 20 |
| 42 | 2½ | 3½ | 4½ | 5½ | 6½ | 7½ | 8½ | 9½ | 10½ | 11½ | 12½ | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ |
| 43 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 44 | 3 | 4½ | 5½ | 6½ | 7½ | 8½ | 9½ | 10½ | 11½ | 12½ | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | 22½ |
| 45 | 3 | 4½ | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 46 | 3 | 4½ | 6 | 7½ | 8½ | 9½ | 10½ | 11½ | 12½ | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | 22½ | 23½ |
| 47 | 3 | 4½ | 6 | 7½ | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 48 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 11½ | 12½ | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | 22½ | 23½ | 24½ |
| 49 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 50 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 14½ | 15½ | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | 22½ | 23½ | 24½ | 25½ |
| 51 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 52 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 17½ | 18½ | 19½ | 20½ | 21½ | 22½ | 23½ | 24½ | 25½ | 26½ |
| 53 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 54 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 20½ | 21½ | 22½ | 23½ | 24½ | 25½ | 26½ | 27½ |
| 55 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 56 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 23½ | 24½ | 25½ | 26½ | 27½ | 28½ |
| 57 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25 | 26 | 27 | 28 | 29 |
| 58 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 26½ | 27½ | 28½ | 29½ |
| 59 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 27 | 28 | 29 | 30 |
| 60 | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 27 | 28½ | 29½ | 30 |
| 61* [2] | 3 | 4½ | 6 | 7½ | 9 | 10½ | 12 | 13½ | 15 | 16½ | 18 | 19½ | 21 | 22½ | 24 | 25½ | 27 | 28½ | 30 | |

18*[1] - It is possible that an individual could start to build up continuous service before age sixteen, but this is likely to be rare, therefore the table starts at age eighteen.

61*[2] - The same figures should be used when calculating the redundancy payment for a person aged 61 or above.

REDUNDANCY TOOLKIT

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