



Northern Ireland
Assembly

REDUNDANCY GUIDELINES FOR MEMBERS

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INTRODUCTION

This guidance has been produced to help you deal with any issues that may arise concerning a potential redundancy situation. Statute and case law determine redundancy obligations and rights. This guidance is designed to make sure that you are aware of the law relating to statutory redundancy payments and the law which defines your obligation to consult with affected employees.

Employers are expected to give as much warning as possible of an impending redundancy and to consult with the potentially affected individual(s) to exhaust all possible means of avoiding or mitigating the redundancy. Dismissal on grounds of redundancy that proceeds without meaningful consultation may amount to an unfair dismissal under the Employment Rights (Northern Ireland) Order 1996 (the ‘1996 Order’).

The Labour Relations Agency (LRA) (Tel: 028 9032 1442) and Department of Employment and Learning (DEL) (Tel: 028 9025 7580 for general enquiries / DEL Employers online NI Tel: 0800 3289135) are available to provide assistance and guidance to you.

This guidance has been formatted in a series of questions and answers providing quick and easy reference. In addition, we enclose template letters, forms and an activity planner to assist you during the consultation process, together with a template termination letter.

It should be noted that this guidance does not deal with contractual or ex gratia schemes or enhanced notice periods that may be operated by individual Members. **It relates specifically to the sample template contract issued by the Northern Ireland Assembly Commission (‘the Commission’) for Members’ support staff.** Consequently, where your staff are employed otherwise than on the sample contract, you are advised to review contractual agreements you may have with individual staff to ensure that you do not breach the particular employment contracts. Copies of staff contracts (Statements of Particulars of Employment) are available from the Pay Team.

THIS GUIDANCE DOES NOT CONSTITUTE LEGAL ADVICE. AS WITH ALL MATTERS OF EMPLOYMENT LAW, YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE.

1. Are workers, if self-employed, entitled to claim unfair dismissal or to receive redundancy payments?

No, self-employed people are not legally entitled to claim unfair dismissal and they have no entitlement to receive a redundancy payment unless they have a separate contractual agreement which provides for this. In order to claim unfair dismissal and/or a redundancy payment, a worker must be employed (i.e. work under a contract of service.)

2. What is redundancy?

Redundancy is potentially a fair reason for dismissal. (1996 Order, at Article 130 (2) (c))

Dismissal may be termed redundancy if the dismissal is wholly or mainly attributable to:

- The employer closing down or intending to close down the business for which the employee was employed;
- The employer closing down or intending to close down that business in the place where the employee was employed;
- A reduction/cessation or an anticipated reduction/cessation of the particular work for which the employee was employed; or
- A reduction/cessation or an anticipated reduction/cessation of the particular work in the place where the employee was employed.

(See 1996 Order, at Article 174.)

In the event that you decide not to stand at the election, or if you are unsuccessful in retaining your seat, it is likely that this will in law amount to a redundancy situation for your staff. When dismissing employees due to redundancy it is important that you follow the relevant statutory and case law requirements to ensure that the dismissal is fair.

3. Do I have to notify the Department for Employment and Learning (DEL)?

No. As person who employs fewer than 20 staff, you are not required to notify DEL

4. What process should I follow?

The law requires that you give your employees advance warning that redundancies are likely prior to issuing the actual notice of dismissal to your employees and that you engage in a fair and reasonable consultation process. The consultation period should allow you enough time to advise your employees about the redundancy and give them an opportunity to meet with you to discuss the matter. To ensure that you do allow adequate time for consultation you may wish to begin your consultation with your employees once you have made your decision as to whether or not you will be standing for re-election.

A suggested consultation procedure is set out below:

Early Warning Letters and Subsequent Consultation Meetings

- **If you are standing for re-election**, you should announce your decision to all of your staff at a staff meeting. The reason for this is to ensure that all staff are informed of the decision at the same time. After holding this meeting, you should write to all affected staff. An example of an appropriate “**Early Warning Letter**” is attached at **Appendix 1**. You should hold the first consultation meeting with your staff within 1 week of the announcement and any further meetings should be arranged if required.
- **If you are not standing for re-election** you should announce your decision to all of your staff at a staff meeting. The reason for this is to ensure that all staff are informed of the decision at the same time. After holding this meeting, you should write to your staff. An example of an appropriate “**Early Warning Letter**” is attached at **Appendix 2**. You should hold the first consultation meeting with your staff within 1 week of your announcement. This will give the employee(s) time to consider the matter and to prepare any questions he or she may have. You should agree a second consultation meeting to be held the following week and any further meetings should be arranged if required, to enable staff to ask any questions they may have.
- **If a situation arises midway through a mandate**, for example, your resignation as a Member; a decrease in allowances paid to Members, under the provisions of a Determination, which leads to a restructuring; or a reduction or cessation in work levels, that leads to a redundancy situation, you should ensure that all staff are informed of the situation at a meeting, that an “**Early Warning Letter**” is issued (**Appendix 3 or 4**) and that the consultation process is managed as outlined above. In this situation, where potentially only one/some of your staff are to be made redundant, the use of appropriate redundancy criteria will be of particular relevance.
- Early warning letters and consultation meetings should include the reason for possible/actual redundancies; the number and categories of staff involved; the total number of employees in those categories; how you plan to select staff

(see redundancy criteria below) and how you will carry out the redundancies.

- You should consider whether there are any alternative employment opportunities which you can provide for your employees. If there are no alternative employment opportunities available, advise your staff that they will be entitled to time off during the notice period to find alternative employment or training.
- If you have identified possible alternative employment opportunities, you should advise your staff and give them an opportunity to put their views across.

The purpose of early warning letters is to inform employees of the risk of redundancy and to enter a period of consultation. As this process may lead to the employee being dismissed, it is imperative to keep effective documentation (see Appendix 8 for a suggested format). By issuing the appropriate letter you can prove that you have attempted to follow a fair and reasonable process. Any dismissal on grounds of redundancy that proceeds without meaningful consultation may amount to an unfair dismissal. It is imperative; therefore, that you issue the early warning letter that is relevant to your circumstances and that you hold meaningful consultation with all affected staff.

Redundancy Criteria

If you are making only one or some of your staff redundant, as part of the consultation process you should provide your staff with details of how the redundancy selection criteria will be arrived at; provide an opportunity for your staff to comment on the criteria; and provide an opportunity for each employee to comment on your assessment of them against those criteria.

The redundancy criteria you use must be objective and non-discriminatory. The criteria that you use may include, for example:

- Skills, qualifications and aptitude;
- Standard of work performance;
- Adaptability
- Attendance/disciplinary record (if using attendance as a criterion, be mindful of the risk of discrimination on the grounds of pregnancy, maternity or paternity leave etc).

When assessing individual staff against the redundancy criteria, you should have objective evidence to support your assessment.

The use of certain criteria to select staff for redundancy will make any subsequent dismissal automatically unfair and the use of such criteria must therefore be avoided. These include:

- Membership/non membership of a trade union;
- Lawful industrial action lasting up to 12 weeks;
- Being an employee representative;

- Actions taken on particular health and safety grounds;
- Grounds of disability, pregnancy, maternity, paternity, adoption and/or parental leave, race etc.;
- Part-time or fixed-term contract status.

Proceeding with Dismissal on Grounds of Redundancy

Following consultation and if you have decided to proceed with a redundancy, you are required to write to the affected member of staff inviting them to a meeting to discuss their dismissal on the grounds of redundancy. The letter should:

- Notify the employee of your intention to dismiss and the basis for this decision;
- Confirm the date, time and location of the meeting;
- Give the employee the right to be accompanied by a Trade Union Representative (if appropriate) or a work colleague.

At the meeting, the employee should be given opportunity to provide any further information which they feel should be considered.

Following the meeting, you should make your final decision on the dismissal on grounds of redundancy. You are required to confirm your decision to the employee in writing, setting out:

- Confirmation of the dismissal on grounds of redundancy;
- Notice period and last day of service (based on statutory and contractual obligations);
- Redundancy pay entitlement and payment for any untaken annual leave (if appropriate). Generally the Commission will pay only redundancy costs calculated in accordance with Article 197 of the 1996 Order, however consideration will also be given for any further contractual entitlement to redundancy costs;
- The right of appeal against your decision to a nominated person and the timescale within which any appeal should be submitted.

Redundancy is a valid reason for dismissal. However, if the process as outlined above is not managed properly and fairly, this may lead to a finding of unfair dismissal at an Industrial Tribunal.

5. If an employer offers employees alternative employment, are employees entitled to a statutory trial period?

If as a Member you are retiring or you are not re-elected you are unlikely to be able to offer alternative employment as an alternative to redundancy. However, if an offer of alternative employment is made, an employee who is under notice of

redundancy has a statutory right to a trial period of *not more than four weeks* in an alternative job where the provisions of the new contract differ from the original and when the offer of the alternative job has been made before the redundancy takes effect. (1996 Order, at Article 176).

The effect of the trial period is to give the employee a chance to decide whether the new job is suitable without necessarily losing the right to a redundancy payment. It also allows you, as the employer, to assess the employee's suitability for the new job. What this means in practice is that both you and the employee can terminate the contract if the new role is found to be unsuitable. It is therefore essential to give notice of redundancy to an employee *before* the trial period commences.

If the employee works beyond the end of his or her trial period, any redundancy entitlement will be lost because he or she will be deemed to have accepted the new employment. (1996 Order, at Article 176(4)).

The employee is not entitled to a redundancy payment if he or she unreasonably refuses the offer of a renewed contract or a new contract, i.e. where:

- the provisions of the contract are renewed, or the new contract would not differ from the corresponding provisions of the previous contract, as to (i) the capacity and place in which the employee would be employed, and (ii) the other terms and conditions of his or her employment; or
- the provisions of the renewed contract or of the new contract would differ from the corresponding provisions of the previous contract, but the offer constitutes an offer of suitable employment in relation to the employee. (1996 Order, at Article 176(2) and (3)).

6. How much notice do I have to give my employees?

The notice you are required to give a member of staff will depend on the period set out in their individual contract or employment, if this is different from the sample contract issued by the Commission. The sample contract allows for the minimum periods set out in Article 118 of the 1996 Order to terminate the contract of employment of a person employed on those terms. The minimum periods are as follows:

Length of Service	Notice period
Up to 2 years	One week
2-12 years	One week for each year of employment
Over 12 years	13 weeks

The notice period is not affected by the reason for termination of employment.

In a redundancy situation, it is recommended that the Notice Period should not begin until the consultation process has been completed. If an individual employee requires substantial notice under their contract you could consider offering payment in lieu of some of the notice. As with all matters of employment law, you are advised to seek independent legal advice.

7. I am standing down at the next election and I want to issue notice to all of my staff, however one of my employees has been off sick and is currently being paid Statutory Sick Pay. What payments will he/she be entitled to during his notice period?

Statutory sick pay (and any contractual sick pay to which an employee may be entitled) should be paid at his/her normal weekly pay rate. For additional information on what constitutes a 'normal weekly pay' please refer to question 11 below.

8. Do I need to confirm the termination in writing?

Yes, in accordance with the process outlined at Section 4 above. Employees with at least one year's continuous employment are entitled to receive, on request, a written statement of reasons for dismissal within 14 days of the request. (1996 Order, at Article 124) If the dismissal occurs while your employee is pregnant or during a statutory maternity/adoption/parental leave period, then that employee must receive the written statement of reasons regardless of whether they request it.

It is good practice to provide written reasons for dismissal to any of your staff whom you dismiss, irrespective of their length of service and regardless of whether they request it. This will make your legal position more robust in the event of any future claim against you by the dismissed employee.

- Examples of appropriate **Notice of Termination Letters (Appendix 5 or Appendix 6** if you have not been re-elected, or a redundancy is necessary midterm, or **Appendix 5 or 7** if you are not standing for re-election) are attached. These letters state the reason for dismissal and detail how the employee's redundancy pay will be calculated along with any additional payments due such as outstanding wages, overtime, accrued holidays as well as arrangements for payment.
- Please note: the Pay Team will calculate the final salary if your support staff contracts are terminated on grounds of redundancy. It is therefore essential that you provide the Pay Team with accurate information. To ensure that the Pay Team receive all relevant information, please complete the form at **Appendix 10** of this guidance. If you have any queries, please contact the Pay Team.

9. Are employees entitled to paid time off to look for alternative work/training?

Yes. An employee who has been continuously employed for a period of 2 or more years and who is given notice of dismissal due to redundancy is entitled during the notice period to reasonable time off with pay during working hours to look for another job, or to make arrangements for training for future employment. (1996 Order, at Articles 80 and 81).

The law does not specify the amount of time to be taken off, as this will vary with the differing circumstances of the employer and employees; but it specifies that it must be reasonable. (1996 Order, at Article 80) However, in relation to the period of absence, you do not have to pay more than 40 per cent of a week's pay of that employee, regardless of the length of time off. (1996 Order, at Articles 81(1) and (5)).

If you unreasonably refuse to permit an employee to take time off from work, the employee is entitled to be paid an amount equal to the remuneration to which he or she would have been entitled to if he or she had been permitted to take the time off (1996 Order, at Article 81(4)).

10. Who qualifies for a redundancy payment?

Dismissed employees, with two or more years' service are entitled to statutory redundancy payments based on their length of service and weekly earnings (a week's pay is defined in the answer to question 11). (1996 Order, at Article 190).

The amount of a redundancy payment is calculated by-

- (a) determining the period, ending with the date on which the notice expires, during which the employee has been continuously employed,**
- (b) reckoning backwards from the end of that period the number of years of employment falling within that period, and**
- (c) allowing the appropriate amount for each of those years of employment.**

Currently for each complete year of service, up to a maximum of 20 years, employees are entitled to:

- **for each year of service below the age of 22 – half a week's pay**
- **for each year of service at the age of 22 or above but less than 41 – one week's pay**
- **for each year of service at the age of 41 – one and a half weeks' pay**

For quick reference please refer to the **Redundancy Ready Reckoner (Appendix 9)**.

Please note: If an employee who is under notice of termination chooses to leave his or her employment during the notice period, he or she is still entitled to a

statutory redundancy payment.

11. What is a week's pay?

A week's pay is that which the employee is entitled to under his or her terms of the contract at the 'calculation date'. (See 1996 Order, at Article 17.) The 'calculation date' is the date on which the employer issues notice to terminate the contract. If the pay varies (e.g. the employee works ad-hoc hours or consistently works overtime) the employer must average the last 12 weeks earnings prior to the 'calculation date'. **You must inform Pay Team if the latter definition applies to any of your staff.**

Please note. The applicable legislation defines a maximum limit of £490 per week. In other words, even if your employee earns more than £490 per week, he or she will receive the statutory maximum of £490.

12. Are all fixed term employees entitled to a redundancy payment?

Fixed-term employees are entitled to the same contractual rights (pro-rata) as permanent comparable employees of the same employer.

For further information, contact the Pay Team.

13. When will the final salaries be processed?

The Pay Team can confirm the pay dates for Members' staff who leave their employment. To ensure your employees are paid correctly and on time you should contact the Pay Team on or before the 10th of the month, so that payment can be made on the third working day before the end of that month.

Please Note: The notification for payroll is at Appendix 10 and should also be completed for each employee as soon as the last day of service is confirmed to the employee, to enable salaries to be amended.

14. Pay Team contact details

Address: Pay Team
Room 401
Parliament Buildings
Belfast
BT4 3XX

Pay Team Staff:

Sheila Mawhinney	sheila.mawhinney@niassembly.gov.uk	Tel: 028 9041 8328
Darren Cairnduff	darren.cairnduff@niassembly.gov.uk	Tel: 028 9052 1368
Helen McAvoy	helen.mcavoy@niassembly.gov.uk	Tel: 028 9041 8362
George Moore	george.moore@niassembly.gov.uk	Tel: 028 9052 1342
Jackie McGarrity	jacqueline.mcgarrity@niassembly.gov.uk	Tel: 028 9041 8349

REDUNDANCY CHECKLIST

Even where the redundancy is genuine, the dismissal could still be found to be unfair.

Situations where the dismissal may be found to be unfair include those where unfair selection, failure to consult and failure to offer alternative employment are proved. It is recommended that you satisfy yourself as to the following matters:

- When employees have been identified as being potentially redundant, they should be consulted individually before any final decision to dismiss is made (and, therefore before notice of dismissal is given). It would be unfair for an employer to make a final decision to select someone for redundancy without first speaking to him or her and seeking their views.
- The employer must conduct all consultation meetings.
- The employer must consider representations made by individuals.
- The employer must consider alternative employment for the employee, if this is viable in the circumstances.
- The employer must continue investigations into alternative employment up until the employment terminates.
- If the decision is to dismiss for redundancy, the employer must meet with each affected employee.
- The employer should consider whether the employees need to work out their notice.
- Following the meeting, the employer must notify the employees in writing of the decision to dismiss and set out financial entitlements, including redundancy payment, pay in lieu, outstanding wages, holidays accrued etc.

SAMPLE EARLY WARNING LETTER

Member standing for re-election

[Employee name & address]

[MLA office address]

[Date]

Dear *[Employee's Name]*

The Northern Ireland Assembly Elections are to be held on *[date]* and it is my intention to stand for re-election. I am confident that I will be re-elected but I must inform you that if I am not successful, your current role will no longer exist and it will be necessary to make the position redundant.

I have arranged a meeting for *[time]* on *[date]* at *[location]* to discuss how this may affect you personally.

Prior to this meeting you should give some thought as to what questions you might wish to ask me. If you wish to bring a Trade Union Representative or work colleague to this meeting he or she would be most welcome.

If you require further time to consider this matter, or if the proposed time or date is not convenient, please let me know as soon as possible so that we can arrange an alternative meeting.

In the meantime I should like to thank you for your past efforts and for your continued support over the forthcoming months.

Yours sincerely

SAMPLE EARLY WARNING LETTER

Member not standing for re-election

[Employee name & address]

[MLA office address]

[Date]

Dear *[Employee's Name]*

As you know, the Northern Ireland Assembly elections will be held on *[date]* and I have decided not to stand for re-election. Consequently, I intend to terminate your employment due to redundancy with effect from ***[day after date of dissolution]***. You will remain employed up to and including *[date]*, the date of dissolution of the current Assembly.

I have arranged a meeting for *[time]* on *[date]* at *[location]* to discuss the proposed redundancy and how this will affect you personally.

Prior to this meeting you should give some thought as to what questions you might wish to ask me. If you wish to bring a Trade Union Representative or work colleague to this meeting he or she would be most welcome.

If you require further time to consider this matter, or if the proposed time or date is not convenient, please let me know as soon as possible so that we can arrange an alternative time.

Yours sincerely

SAMPLE EARLY WARNING LETTER

Member retiring during a mandate

[Employee name & address]

[MLA office address]

[Date]

Dear *[Employee's Name]*

I would like to inform you that I plan to resign as an MLA on *[date]*. Consequently your current role will no longer exist and it will be necessary to make the position redundant.

I have arranged a meeting for *[time]* on *[date]* at *[location]* to discuss how this may affect you personally.

Prior to this meeting you should give some thought as to what questions you might wish to ask me. If you wish to bring a Trade Union Representative or work colleague to this meeting he or she would be most welcome.

If you require further time to consider this matter, or if the proposed time or date is not convenient, please let me know as soon as possible so that we can arrange an alternative meeting.

Yours sincerely

SAMPLE EARLY WARNING LETTER
Member restructuring or reduction in work

[Employee name & address]

[MLA office address]

[Date]

Dear *[Employee's Name]*

As advised on the meeting of *[date]*, due to a restructuring/ reduction / cessation (*delete as appropriate*) of work, it has become necessary for me to reduce my staffing numbers through redundancy. The redundancy criteria that I have used are:

[Insert Criteria]

Having evaluated your circumstances against these criteria, I regret to advise you of my intention to terminate your employment due to redundancy with effect from *[date]*.

I have arranged a meeting for *[time]* on *[date]* at *[location]* to discuss this proposed redundancy with you.

Prior to this meeting you should give some thought as to what questions you might wish to ask me. If you wish to bring a Trade Union Representative or work colleague to this meeting he or she would be most welcome.

If you require further time to consider this matter, or if the proposed time or date is not convenient, please let me know as soon as possible so that we can arrange an alternative time.

Yours

sincerely

SAMPLE NOTICE OF INTENTION TO DISMISS

[Employee name & address]

[MLA office address]

[Date]

Dear *[Employee's Name]*

Following our recent meeting(s), as part of the consultation process, I am writing, with regret, to give you notice of termination of your employment on the grounds of redundancy.

As you are aware

*I have not been re-elected to the Northern Ireland Assembly, OR

*I will not be standing for re-election to the Northern Ireland Assembly, OR

*I plan to resign from the Northern Ireland Assembly, OR

*it has become necessary for me to reduce my staffing numbers due to a reduction or cessation of work

***Delete as applicable**

and under the circumstances I will require you to work your contractual notice period of [XX] weeks]. Your effective date of termination will therefore be *[Date]*, after which you will receive your statutory redundancy payment. During your notice period, you will continue to be eligible to receive your normal benefits, including accrual of holidays. You should note that all benefits will cease on your termination date. After this date you should contact your Pension Provider, *[State Company name]* to discuss your pension benefits and options available to you.

If you are not satisfied with my decision to terminate your employment on the grounds of redundancy you can request an appeal of my decision.

Under the Employment Rights (NI) Order 1996, you are entitled to reasonable paid time off to look for other work or to arrange training for future employment during your period of notice. If you wish to take advantage of this right please contact me to make suitable arrangements.

*As you have more than two years' continuous service, you will be entitled to receive a statutory redundancy payment of £[AMOUNT].

OR

*As you have less than 2 years' continuous service you are not entitled to receive a statutory redundancy payment

***Delete where applicable**

SAMPLE NOTICE OF INTENTION TO DISMISS

You will also be entitled to receive payment for any holiday entitlement earned but not taken and payment in lieu for holidays that you would have earned during your notice period.

The above payments and all outstanding monies you are due will be paid [*by cheque/directly into your bank account*] on [*Date*]. You are also advised to contact your Pension Provider, [*State Company name*] to discuss your pension benefits and options available to you.

Once again I regret that I have been forced to serve you with this notice of redundancy but I would like to thank you for your service and to wish you every success for the future. If you require a reference for future employment you should address all correspondence to [*State details*]. In the meantime should you have any questions about this matter please do not hesitate to ask.

Yours sincerely

SAMPLE NOTICE OF INTENTION TO DISMISS

Member not re-elected

[Employee name & address]

[MLA office address]

[Date]

Dear *[Employee's Name]*

Following our recent meeting(s), as part of the consultation process, I am writing, with regret, to give you notice of termination of your employment on the grounds of redundancy. As you are aware I have not been re-elected to the Northern Ireland Assembly, and under the circumstances I will not require you to work your contractual notice period of [XX] weeks. Your effective date of termination will therefore be today, *[Date]*.

If you are not satisfied with my decision to terminate your employment on the grounds of redundancy you can request an appeal of my decision.

You will receive [XX] weeks' payment in lieu as compensation for the [XX] weeks' notice that you would otherwise have been entitled to under your contract of employment. This payment in lieu of notice is in addition to your statutory redundancy payment. You should note that all benefits will cease on your termination date. After this date you should contact your Pension Provider, *[State Company name]* to discuss your pension benefits and options available to you.

As you have more than two years' continuous service, you will be entitled to receive a statutory redundancy payment of £[AMOUNT]*.

Or

*As you have less than two years' continuous service, you are not entitled to receive a statutory redundancy payment.

***Delete where applicable.**

You will also be entitled to receive payment for any holiday entitlement earned but not taken and payment in lieu for holidays that you would have earned during your notice period.

The above payments and all outstanding monies you are due will be paid directly into your bank account] on *[Date]*. You are also advised to contact your Pension Provider, *[State Company name]* to discuss your pension benefits and options available to you.

SAMPLE NOTICE OF INTENTION TO DISMISS

Member not re-elected

Once again I regret that I have been forced to serve you with this notice of redundancy: I would like to thank you for your service and to wish you every success for the future. If you require a reference for future employment you should address all correspondence to [State details]. In the meantime, should you have any questions please do not hesitate to ask.

Yours sincerely

SAMPLE NOTICE OF INTENTION TO DISMISS

Member not standing

APPENDIX 7

[Employee name & address]

[MLA office address]

[Date]

Dear *[Employee's Name]*

Following our recent meeting(s) as part of the consultation process during which I told you that I will not be standing for re-election to the Northern Ireland Assembly, I am writing, with regret, to give you [XX] weeks' notice to terminate your employment on the grounds of redundancy. Under these circumstances I will not require you to work your contractual notice period therefore your effective termination date will be today, [Date].

If you are not satisfied with my decision to terminate your employment on the grounds of redundancy you can request an appeal of my decision.

You will receive [XX] weeks' payment in lieu as compensation for the [XX] weeks' notice that you would otherwise have been entitled to under your contract of employment. This payment in lieu of notice is in addition to your statutory redundancy payment. You should note that all benefits will cease on [Date of Termination]. After this date you should contact your Pension Provider, [State Company name] to discuss your pension benefits and options available to you.

*As you have more than two years' continuous service, you will be entitled to receive a statutory redundancy payment of £[AMOUNT].

OR

*As you have less than two years' continuous service, you are not entitled to receive a statutory redundancy payment.

***Delete where applicable.**

You will also be entitled to receive payment for any holiday entitlement earned but not taken at your date of termination.

The above payments and all outstanding monies you are due will be paid [by cheque/directly into your bank account] on [Date].

SAMPLE NOTICE OF INTENTION TO DISMISS

Member not standing

Once again I regret that I have been forced to serve you with this notice of redundancy but external factors have dictated this. I would like to thank you for your service and I wish you every success for the future. If you require a reference for future employment you should address all correspondence to [State details].

In the meantime, should you have any questions please do not hesitate to ask.

Yours sincerely,

SAMPLE DOCUMENTATION RECORD

Employee Name:	Employee Rep: (if applicable)
Reason for Meeting:	Date:
Notes	
I have read the minutes and confirm that they are accurate.	
Employee's Signature:	Employee's Rep. Signature:
Date:	Date:
MLA's Signature:	
Date:	

READY RECKONER FOR CALCULATING THE NUMBER OF WEEKS' PAY DUE

To use the table:

- Read off employee's age and number of complete years' service. The table will then show how many weeks' pay that the employee is entitled to.
- A weeks pay is capped at £490.00 maximum as at 22 March 2015.

Service (years)																			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Age (years)																			
18	1	1 ½	2		-														
19	1	1 ½	2	2 ½		-													
20	1	1 ½	2	2 ½	3		-												
21	1	1 ½	2	2 ½	3	3 ½		-											
22	1	1 ½	2	2 ½	3	3 ½	4		-										
23	1 ½	2	2 ½	3	3 ½	4	4 ½	5		-									
24	2	2 ½	3	3 ½	4	4 ½	5	5 ½	6		-								
25	2	3	3 ½	4	4 ½	5	5 ½	6	6 ½	7		-							
26	2	3	4	4 ½	5	5 ½	6	6 ½	7	7 ½	8		-						
27	2	3	4	5	5 ½	6	6 ½	7	7 ½	8	8 ½	9		-					
28	2	3	4	5	6	6 ½	7	7 ½	8	8 ½	9	9 ½	10		-				
29	2	3	4	5	6	7	7 ½	8	8 ½	9	9 ½	10	10 ½	11		-			
30	2	3	4	5	6	7	8	8 ½	9	9 ½	10	10 ½	11	11 ½	12		-		
31	2	3	4	5	6	7	8	9	9 ½	10	10 ½	11	11 ½	12	12 ½	13		-	
32	2	3	4	5	6	7	8	9	10	10 ½	11	11 ½	12	12 ½	13	13 ½	14		-

APPENDIX 9

Service (years)																			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Age (years)																			
33	2	3	4	5	6	7	8	9	10	11	11 ½	12	12 ½	13	13 ½	14	14 ½	15	
34	2	3	4	5	6	7	8	9	10	11	12	12 ½	13	13 ½	14	14 ½	15	15 ½	16
35	2	3	4	5	6	7	8	9	10	11	12	13	13 ½	14	14 ½	15	15 ½	16	16 ½
36	2	3	4	5	6	7	8	9	10	11	12	13	14	14 ½	15	15 ½	16	16 ½	17
37	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15 ½	16	16 ½	17	17 ½
38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16 ½	17	17 ½	18
39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17 ½	18	18 ½
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18 ½	19
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19 ½
42	2 ½	3 ½	4 ½	5 ½	6 ½	7 ½	8 ½	9 ½	10 ½	11 ½	12 ½	13 ½	14 ½	15 ½	16 ½	17 ½	18 ½	19 ½	20 ½
43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
44	3	4 ½	5 ½	6 ½	7 ½	8 ½	9 ½	10 ½	11 ½	12 ½	13 ½	14 ½	15 ½	16 ½	17 ½	18 ½	19 ½	20 ½	21 ½
45	3	4 ½	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
46	3	4 ½	6	7 ½	8 ½	9 ½	10 ½	11 ½	12 ½	13 ½	14 ½	15 ½	16 ½	17 ½	18 ½	19 ½	20 ½	21 ½	22 ½
47	3	4 ½	6	7 ½	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
48	3	4 ½	6	7 ½	9	10 ½	11 ½	12 ½	13 ½	14 ½	15 ½	16 ½	17 ½	18 ½	19 ½	20 ½	21 ½	22 ½	23 ½
49	3	4 ½	6	7 ½	9	10 ½	12	13	14	15	16	17	18	19	20	21	22	23	24
50	3	4 ½	6	7 ½	9	10 ½	12	13 ½	14 ½	15 ½	16 ½	17 ½	18 ½	19 ½	20 ½	21 ½	22 ½	23 ½	24 ½

APPENDIX 9

Service (years)																			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Age (years)																			
51	3	4 ½	6	7 ½	9	10 ½	12	13 ½	15	16	17	18	19	20	21	22	23	24	25
52	3	4 ½	6	7 ½	9	10 ½	12	13 ½	15	16 ½	17 ½	18 ½	19 ½	20 ½	21 ½	22 ½	23 ½	24 ½	25 ½
53	3	4 ½	6	7 ½	9	10 ½	12	13 ½	15	16 ½	18	19	20	21	22	23	24	25	26
54	3	4 ½	6	7 ½	9	10 ½	12	13 ½	15	16 ½	18	19 ½	20 ½	21 ½	22 ½	23 ½	24 ½	25 ½	26 ½
55	3	4 ½	6	7 ½	9	10 ½	12	13 ½	15	16 ½	18	19 ½	21	22	23	24	25	26	27
56	3	4 ½	6	7 ½	9	10 ½	12	13 ½	15	16 ½	18	19 ½	21	22 ½	23 ½	24 ½	25 ½	26 ½	27 ½
57	3	4 ½	6	7 ½	9	10 ½	12	13 ½	15	16 ½	18	19 ½	21	22 ½	24	25	26	27	28
58	3	4 ½	6	7 ½	9	10 ½	12	13 ½	15	16 ½	18	19 ½	21	22 ½	24	25 ½	26 ½	27 ½	28 ½
59	3	4 ½	6	7 ½	9	10 ½	12	13 ½	15	16 ½	18	19 ½	21	22 ½	24	25 ½	27	28	29
60	3	4 ½	6	7 ½	9	10 ½	12	13 ½	15	16 ½	18	19 ½	21	22 ½	24	25 ½	27	28 ½	29 ½
61 *	3	4 ½	6	7 ½	9	10 ½	12	13 ½	15	16 ½	18	19 ½	21	22 ½	24	25 ½	27	28 ½	30

*THE SAME FIGURES SHOULD BE USED WHEN CALCULATING THE REDUNDANCY PAYMENT FOR A PERSON AGED 61 AND ABOVE.

FORMER MLA STAFF

NOTIFICATION OF TERMINATION OF EMPLOYMENT ON GROUNDS OF REDUNDANCY

Please return this form to the Pay Team, Northern Ireland Assembly, Room 401, Parliament Buildings, Stormont, Belfast BT4 3XX as soon as the last day of service is confirmed to the employee, to enable salaries to be amended.

Name of Former MLA: _____
Name of Employee: _____
Date of Birth: _____
Employee Pay Reference: _____
Employee Start Date: _____
Date of Leaving: _____
Employee's Address for P45: _____

Please delete as appropriate:

- 1. There are no payments due in respect of unused annual leave. Or
2. Payment should be made for _____ days/ _____ hours (for part-time employees) outstanding in respect of annual leave. Or
3. He/she will be required to work their notice period. Or
4. He/she will be paid in lieu of notice.

Please state other statutory /contractual payments: _____

Please state other agreed payments payable from Office Cost Allowance (see guidance for OCA): _____

I confirm the above named employee will terminate his/her employment with me on the date stated above.

Signature: _____

Date: _____

Pay Team use only