



Varying Police Staff Terms and Conditions

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| This document has been assessed for: | |
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Important notice: During times of national emergency or pandemic, the head of HR will approve relevant and necessary changes to policy and process to allow the spirit of the policy to be maintained whilst caring for and supporting our people.

Varying Police Staff Terms and Conditions

1. Policy Statement

From time to time Cleveland Police may need to vary the terms and conditions of its Police Staff in order to ensure that the service provided by the organisation to the people of Cleveland remains efficient and effective.

The procedures set out in this document apply to Police Staff (including those police staff employed by the Police and Crime Commissioner for Cleveland).

This policy must be applied fairly, equally, and consistently to all employees irrespective of age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation or any other unjustifiable grounds.

2. Purpose

The purpose of the document is to highlight to Police Staff the process the organisation will follow when consulting with employees concerning varying their terms and conditions of employment.

3. Underpinning procedures

3.1 Introduction

During the course of employment, the organisation may seek to vary or amend a term or condition of employment of its employees. For example, the organisation may seek to implement changes to an employee's salary, holiday, working hours, or location of work;

Some contractual changes may affect only one employee, whereas other proposed changes may impact on all employees in a particular department, or the workforce as a whole;

Cleveland Police also has in place a collective agreement that has been negotiated with Unison and forms part of all Cleveland Police employees' terms and conditions of employment;

3.2 Delegation of Powers

In line with the policy on Delegation of Authority the Chief Constable has overall responsibility for the management and discipline of Police Staff in his/her employment,

but may delegate full responsibility to the most appropriate Managers with advice from Cleveland Human Resources;

For any dismissals as a result of an employee refusing to accept a variation to their contractual terms and conditions, this must be carried out by either an Executive Officer or a Service Unit Manager. Any subsequent appeal should be heard by an appropriate Manager in line with the organisation scheme of Delegation.

The Police and Crime Commissioner for Cleveland has overall responsibility for the management and discipline of Police Staff in his/her employment, but may delegate full responsibility to the most appropriate Managers with advice from Cleveland Human Resources;

For any dismissals as a result of an employee refusing to accept a variation to their contractual terms and conditions, this must be carried out by either the Chief of Staff or his/her Deputy. Any subsequent appeal should be heard by an appropriate Manager.

3.3 Awarding a pay increase or an additional benefit

Where the organisation is awarding a pay increase or any other type of additional benefit, for example an extra day's holiday or increased pension contributions, the organisation will write to the employee in advance and inform him/her of the change to his/her terms and conditions and when it will be put into effect.

3.4 Consultation process

3.4.1 Individual consultation

Whenever the organisation is considering implementing a change to terms and conditions, other than when awarding a pay rise or an additional benefit, the employee will be invited to attend a consultation meeting with his/her line manager. The employee will be given prior written notice of the meeting to allow him/her adequate time to prepare. This letter will set out the proposed change and the reason(s) for the change. One consultation meeting may be sufficient, but further meetings will be held as necessary.

The length of consultation will normally be a minimum of fourteen calendar days. Any agreed notice period will commence no earlier than seven calendar days after the end of the formal consultation period. However, it is difficult to predict the exact duration as it depends on the outcome of discussions between the organisation and employee.

3.4.2 Collective consultation (applies to an organisation with 20 or more employees)

The organisation will comply with its collective consultation obligations where it is proposing to dismiss as redundant 20 or more employees at an establishment (establishment being defined as "the entity to which the workers made redundant are assigned to carry out their duties, rather than across the whole organisation") within a 90-day period, even though the organisation intends to re-engage those employees under new terms and conditions. Where the organisation is proposing to dismiss 100 or more employees within a period of 45 days or less, it will begin collective consultation at least 45 days before the first dismissal takes effect, or at least 30 days before the

first dismissal takes effect, where the proposed number of dismissals is between 20 and 99.

3.4.3 Where employees are covered by trade union recognition

Appropriate consultation will be carried out with Unison in respect of the proposals to change an employee's terms and conditions. Individual employees will also be consulted in respect of their own particular circumstances.

3.5 Process for varying a term or condition of employment

Depending on the nature of the term or condition, the organisation will take the following steps:

3.5.1 General procedure where there is a flexibility clause in the contract of employment

Where a contractual term allows the organisation flexibility to make a change to a term or condition, for example a change to an employee's place of work or duties and responsibilities, the organisation will do so only after consulting individually with the employee.

The employee will be invited in writing to attend a meeting with his/her line manager. The letter will explain the purpose of the meeting, direct the employee to the relevant contractual provision, and set out the proposed change. The employee will be given a reasonable amount of time to prepare for the meeting. At the meeting, the organisation will explain: the suggested change; the reason(s) why it has been proposed; and the likely timing for implementation. The employee will be given the opportunity to express his/her opinion about the proposed change, together with any concerns or objections, or alternative options for consideration, and ask any questions.

After the meeting, the organisation will give serious consideration to the employee's views and determine whether or not any changes can be made to the proposal. The organisation will also consider whether or not it can provide assistance to mitigate any detrimental effects that the change may have on the employee. Further consultation meetings will be held with the employee if necessary.

The organisation will proceed with the proposed change only where it considers that it is reasonable to do so.

The organisation will write to the employee informing him/her of the outcome of the consultation process within seven calendar days after the end of the formal consultation period. If the organisation decides to implement the change, the employee will be given at least 30 days prior written notice of when the change will take effect.

3.5.2 General procedure in the absence of a flexibility clause

Where there is no flexibility within the employee's contract to make a change to a term or condition, for example a change in the hours of work, introduction of a new bonus scheme, or alteration of overtime payments, the organisation will obtain express written consent from the employee.

The organisation will write to the employee inviting him/her to attend a meeting with his/her line manager. The letter will set out the purpose of the meeting, direct the employee to the relevant contractual provision and set out the proposed change. The employee will be given a reasonable amount of time to prepare for this meeting. At the meeting, the organisation will explain the suggested change, the reason(s) why it has been proposed and the timing for likely implementation. The employee will have the opportunity to express his/her opinion about the proposed change, together with any concerns or objections, or alternative options for consideration, and ask any questions.

After the meeting, the organisation will give serious consideration to the employee's views and determine whether or not any changes can be made to the proposal. The organisation will also consider whether or not it can provide assistance to mitigate any detrimental effects that the change may have on the employee. The organisation will write to the employee and give him/her the option of a further meeting with his/her line manager/name of individual. However, if the employee is happy to accept the proposed change, the organisation will send a letter to the employee, signed on behalf of the organisation, confirming the permanent change to the employee's contract of employment and when it will commence. The employee will be given at least 30 days prior written notice of when the change will take effect. The employee will be asked to sign, date, and return one copy to a representative from People Services by a specified date, and retain one copy for his/her own records.

If a further meeting is held, and the employee remains unwilling to accept the proposed change, the organisation may:

- Refrain from proceeding with the proposed change;
- Modify the proposal to take into account the employee's views, and seek his/her thoughts on the modified proposal; or
- Dismiss the employee and re-engage him/her on the new terms and conditions.

Once formal consultation has concluded, the organisation will write to the employee (minimum timescale no earlier than seven calendar days) informing him/her as to how it will proceed.

3.5.3 Dismissal and re-engagement

If, after a period of reasonable consultation, some employees are not prepared to accept the new terms and conditions, the organisation may have little option but to dismiss those employees with notice and re-engage them on the new terms and conditions. The employees' continuity of service will not be affected as the new contract will commence immediately on the expiry of the notice period.

Prior to the organisation taking any action, the employee will be invited in writing to attend a meeting with his/her line manager. The letter will remind the employee of the proposed change and set out the purpose of the meeting. The letter will also indicate that, if the organisation and the employee are unable to reach an agreement, the organisation will have to consider lawfully terminating the employment with notice. The employee will have the right to be accompanied at this meeting by either a trade union representative or workplace colleague. The employee will be given a reasonable amount of time to prepare for the meeting.

At the meeting, the organisation and the employee will discuss the reasons for the employee's refusal to agree to the proposed change and the proposed termination of employment and offer of re-engagement. The employee will have the opportunity to make any representations, including suggestions for avoiding dismissal, and ask any questions.

The organisation will give serious consideration to the employee's representations and address them accordingly. After the meeting, the organisation will write to the employee responding to the employee's representations. If, having considered the employee's representations, the organisation remains of the view that the dismissal cannot be avoided, it will write to the employee confirming the dismissal. The employee will be given notice or pay in lieu of notice, together with an offer of re-engagement on the new terms and conditions. The letter will be accompanied by a new contract of employment in duplicate signed on behalf of the organisation. The employee will be asked to review, sign, date, and return the contract to the organisation by a specified date before the new terms are to have effect. If the offer of continued employment on the changed terms has not been accepted by the date indicated, the employee's employment will end on the expiry of the notice period.

3.6 Appeal

The employee has the right of appeal against the dismissal. The appeal will be heard by an appropriate member of the Executive for staff employed by the Chief Constable or the Chief of Staff or his/her Deputy for staff employed by the PCC for Cleveland. The employee will have fourteen calendar days from receipt of the dismissal letter to appeal against his/her dismissal. The organisation will normally hold an appeal hearing within twenty eight days of receipt of a letter of appeal. The employee will have the right to be accompanied at the appeal hearing by either a trade union representative or workplace colleague. Within ten working days of the appeal hearing, the organisation will write to the employee confirming the outcome of the appeal. There will be no further right of appeal.

3.7 Other considerations

When carrying out contract variation meeting(s), line managers should ensure that no member of Police Staff is placed at a disadvantage on account of gender, race, religion or belief, sexual orientation, age, gender reassignment, marital or civil partnership status, pregnancy or maternity or disability. This means that meeting(s) may need to be adjusted to cater to the specific needs of an individual e.g. support from a work colleague during the process for an individual as a result of a disability related illness. The nature of any reasonable adjustment(s) made for an individual should be proportionate to the required outcome(s).

Any variation(s) to police staff terms and conditions should take into account the effect on disabled members of staff and due consideration should be made to reasonable adjustments to accommodate the required variation(s).

4. Records

Whenever a term or condition is varied, People Services will retain with the original contract of employment on the employee's personnel file plus:

- The contract variation letter signed by both the organisation and the employee detailing the permanent change(s) to the employment contract; and/or
- A new statement of particulars plus contract signed by both the organisation and employee detailing the permanent change(s) to the employment contract.

5. Appendices

There are no appendix documents for this policy

6. Compliance and monitoring

The Organisation expects every individual to act within approved policies and take appropriate professional advice as necessary.

The Head of HR will monitor the implementation of and compliance with this policy on an ongoing basis.

7. Version control

This policy will be reviewed and updated at least every three years by the owner, and more frequently if necessary.

The Corporate Services Department will ensure this document is available on the Organisation intranet, including any interim updates.

The following identifies all version changes.

| Version | Date | Reason for update | Author |
|---------|----------|---|----------|
| 0.1 | 01.12.11 | New Policy | ████████ |
| 0.2 | Nov 2011 | Amended following consultation | ████████ |
| 1.0 | Dec 2011 | Approved at SDG | ████████ |
| 1.1 | 15.11.12 | Policy amendment to reflect introduction of PCC, statement only | ████████ |
| 1.2 | 19.11.12 | Policy amendments as a result of the changes in delegation of authority as a result of the election of the Police and Crime Commissioner (PCC) | ████████ |
| 1.3 | 11.04.13 | Minor amendments to policy following consultation with Unison, including introduction by coalition government (April 13) of reduction in consultation period from 90 to 45 days for 100 or more employees | ████████ |

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| 1.4 | 01.04.14 | Policy amendment to include the Office of the Police and Crime Commissioner for Cleveland | ████████ |
| 1.5 | 01.10.14 | Amendment to template letters to reflect dual nature of policy: staff employed by CC and the PCC Cleveland | ████████ |
| 1.6 | 05.05.15 | Policy review undertaken with key stakeholders. Policy amended in light of ECJ ruling on definition of establishment for purposes of collective consultation. | ████████ |
| 1.7 | May 2015 | Policy approved at Management Board | ████████ |
| 1.8 | February 2017 | Review of policy - no changes required | ████████ |
| 1.9 | Mar 2019 | Review date extension | ████████ |
| 2.0 | May 2019 | Review of policy. Minor amendments following consultation with UNISON | ████████ |
| 2.1 | Feb 2020 | Change of owner dept. name | ████████ |
| 2.2 | Apr 2020 | Addition of COVID 19 message | ████████ |