



# EMPLOYMENT TRIBUNALS

**Claimants:** Mr K Hoyle  
Mr KJ Cummins  
Mr SD Powell

**Respondent:** Rochdale Boroughwide Housing Limited

**HELD AT:** Manchester **ON:** 13 & 14 July 2023

**BEFORE:** Employment Judge Fearon

## REPRESENTATION:

**Claimants:** Mr Hoyle, Mr Cummins and Mr Powell in person  
**Respondent:** Ms Rachael Levene (Counsel)

# RESERVED JUDGMENT

The judgment of the Tribunal is that:

1. Mr Hoyle's complaint of unfair dismissal is not well founded and is dismissed.
2. Mr Cummin's complaint of unfair dismissal is not well founded and is dismissed.
3. Mr Powell's complaint of unfair dismissal is not well founded and is dismissed.

# REASONS

## Introduction

1. Mr Hoyle was employed by the respondent as a Security Services Officer from 24 January 2005 until his dismissal on 30 November 2020. Mr Hoyle presented a claim on 13 March 2021.
2. Mr Cummins was employed by the respondent from 18 January 2010 as a Security Services Officer and from 2017 as a Senior Security Services Officer until his dismissal on 30 November 2020. Mr Cummins presented a claim on 14 March 2021.
3. Mr Powell was employed by the respondent as a Security Services Officer from 11 October 2010 and as a Senior Security Services Officer from 4 February 2014 until his dismissal on 30 November 2020. Mr Powell presented a claim on 14 March 2021.
4. All three claimants present claims for unfair dismissal.
5. The respondent disputes each of the claims on the basis that the claimants were fairly dismissed by reason of redundancy.

### **The Issues for the Tribunal to decide**

6. At the outset I discussed with the parties the issues in the case and the list of issues to be determined was agreed as follows:
  - 6.1 What was the principal reason for Dismissal?

The Respondent says the reason was redundancy as the claimant's roles were no longer required.
  - 6.2 If the reason was redundancy, did the respondent act reasonably in all the circumstances in treating that as a sufficient reason to dismiss the each of the three claimants. Did the Respondent:
    - 6.2.1. adequately warn and consult the claimants;
    - 6.2.2 take reasonable steps to find the claimants suitable alternative employment;
  - 6.3 Was dismissal within the range of reasonable responses.
  - 6.4 Is there a chance that the claimants would have been fairly dismissed anyway if a fair procedure had been followed, or for some other reason?
  - 6.5 If so, should the compensation for any of the claimants be reduced? By how much?
7. As these claims were listed for three days originally and the time estimate had to be reduced to two days due to a lack of Judicial Resources, it was agreed with the parties that only liability issues would be dealt with and not remedy due to time constraints.

### **Evidence**

8. I considered the agreed bundle of evidence provided by the parties comprising 776 pages as well as the statements of the three claimants and the statements of Mr Adam Howarth, Ms Nadhia Khan and Ms Sarah Robinson on behalf of the Respondent.
9. The three claimants gave sworn evidence.
10. I heard sworn evidence on behalf of the respondent from Mr Adam Howarth, Ms Nadhia Khan and Ms Sarah Robinson.
11. Mr Adam Howarth was employed by the respondent as People Manager and held that role since 2018. Since April 2023 Mr Howarth has worked for Chorley Council and not the respondent.
12. Ms Nadhia Khan has been employed by the respondent since February 2019 as Director of Customer and Community. She is responsible for the delivery of all front-line services to customers including landlord, repairs, and better living services.
13. Ms Sarah Robinson has been employed by the respondent for 7 years. She is Head of Landlord Services.

## **Findings of Fact**

14. The respondent is a not for profit charitable community benefit society which provides social housing for residents in the Rochdale area.
15. Each of the claimants were employed initially by Safeguard Security Solutions Limited, a subsidiary of the respondent. Their employment was transferred to the respondent on or around 1 April 2017.
16. Mr Hoyle was employed as a Security Services Officer from 24 January 2005 until his dismissal on 30 November 2020.
17. Mr Cummins was employed from 18 January 2010 as a Security Services Officer and from 2017 as a Senior Security Services Officer until his dismissal on 30 November 2020.
18. Mr Powell was employed as a Security Services Officer from 11 October 2010 and as a Senior Security Services Officer from 4 February 2014 until his dismissal on 30 November 2020.
19. The three claimants worked at Holland Rise, part of the College Bank site owned by the respondent. They were all part of the CCTV Team which comprised 10 CCTV operatives and two senior operatives. Mr Cummins and Mr Powell were the senior operatives, each on a grade 5 salary. Mr Hoyle was a CCTV operative on a grade 3 salary.
20. The CCTV Team provided the following services:
  - 19.1 a 24-hour manned CCTV monitoring service for Rochdale Borough Council, (RBC);

- 19.2 a 24-hour manned CCTV monitoring service for the respondent's own properties: College Bank, Lower Falinge and Freehold;
- 19.3 a 24-hour concierge service for tenants, dealing with door entry, passes, key holding, contractors who needed access to the building and parking permits.
21. Around 70% of the CCTV Team's work involved the live monitoring of cameras for RBC covering areas across the town centre, Middleton and Heywood and this included responding constantly to the police radio. 30% of their work was monitoring CCTV footage for the respondent's properties and this aspect of their role also included the concierge service which was around 10% to 15 % of the role.
22. In or around August 2019, Ms Khan, the respondent's Director of Customer and Community, commissioned hqn consultancy to review the CCTV service to ascertain its financial viability, especially given that the RBC contract was due to end in June 2020 and there were well known plans to demolish parts of the respondent's estates, including College Bank and Lower Falinge, covered by the CCTV service. It was recognised that once those areas were demolished, there would be a reduced need for CCTV cameras and monitoring even if the RBC contract continued.
23. Ms Khan presented that report to the board of Safeguard Solutions Limited ("SSL") at a board meeting on 13 November 2019. After the board meeting, also on 13 November 2019, Ms Khan met the Society Consultation Group, which included employee trade union representatives (including from Unison and Unite) to explain that the CCTV service SSL provided was being reviewed.
24. On 3 December 2019 a report to SSL's board advised that notice should be served in relation to the RBC CCTV monitoring contract, which in any event was due to end in June 2020. It was also reported that without the RBC contract, the turnover and profit of SSL would be so small that it would be difficult to justify the overheads and resources needed to continue the business.
25. On 5 December 2019 Ms Khan shared a briefing note with employees. This briefing note explained that whilst the CCTV service should continue to be delivered, the service should not necessarily be through a 24/7 manned control room.
26. On 11 December 2019, Ms Khan met the CCTV Team, including the three claimants, to discuss this decision. Following this meeting, notice was served to end the RBC CCTV services contract.
27. On 28 January 2020, Ms Khan attended the Society Consultation Group meeting at which the unions were present. In response to union representative queries, she explained at that meeting why the RBC contract was not being renewed, including that the contract was not cost effective and would require significant investment to make it financially viable.
28. On 18 March 2020, SSL's board met and discussed the report dated 18 March 2020 updating on the decision to terminate the RBC contract and the decision for

SSL to cease trading. They also discussed RBC's request for a 3 month extension to the RBC CCTV monitoring contract. SSL's board agreed the extension and the respondent's board ratified that decision on the same date.

29. On 28 April 2020, Mr Hoyle emailed Ms Khan raising concerns about the future of the CCTV control room. Ms Khan replied to "all CCTV" staff on 3 May 2020 informing them that she was waiting for an update from the council and had sent a reminder to them.
30. On 2 June 2020, Ms Khan sent a briefing note to employees, including the claimants. The briefing note confirmed that the CCTV Team were all at risk of redundancy; the note explained the business rationale for the changes to the CCTV contracts and service, including that the respondent's service would be replaced by a new team of Community Guardians and that CCTV going forward would be recorded but not monitored. It was confirmed the Grade 3 Community Guardian roles were ringfenced (as per the Supporting Change Policy) to the CCTV operatives who were given time to apply for the role before the roles were opened for wider applications if the CCTV operatives decided not to apply for those roles and vacancies remained. The note set out the timetable for the redundancy process from 2 June 2020 to 15 October 2020.
31. The respondent's Supporting Change Policy states that roles are only directly assimilated if the role in the new structure contains duties which are either identical or substantially the same as the former role and in practice this means that the current and new roles are a match of at least 70%.
32. The redundancy consultation formally commenced on 3 June 2020 and the position was confirmed in Ms Khan's email dated 3 June 2020. The email attached the briefing note and the job profile for the Community Guardian role. The email made clear to affected employees that their roles were at risk of redundancy and that they were able to apply for the roles of Community Guardians, with those roles being ringfenced for them. The email also provided an email address for employees to feedback on the consultation proposals and it was confirmed employees could also discuss any issues with Sarah Robinson.
33. By letter dated 26 June 2020 each of the three claimants were updated on the consultation; notified of the proposed extension to the RBC contract; given information about the Community Guardian roles, including it being reiterated that the roles would be ringfenced for them and their other colleagues at risk of redundancy; given information about redundancy calculations.
34. On 8 July 2020 Mr Howarth emailed the CCTV Team to confirm the RBC contract was potentially going to be extended from 30 September to 31 December 2020 and as that was under consideration the 12 weeks' notice of redundancy letters would not be issued that day and there would be a further meeting with Ms Khan on 16 July 2020. On 16 July 2020 it was confirmed that the RBC contract was extended to 30 November 2020.

35. Ms Khan reviewed the consultation responses provided and on 16 July 2020 she met the CCTV operatives for Q&A sessions and issued a briefing note. The consultation comments and the respondent's responses were set out in a document which was made available to all affected employees. The respondent also ensured responses to emails from individuals raising questions.
36. The employee feedback during the consultation process was that six Community Guardian posts were not sufficient to provide a 24-hour service and the feedback was acted upon and the number of roles increased to eight. Mr Powell suggested that a senior Community Guardian role should be created and his suggestion was accepted and adopted by the respondent as set out in the briefing note of 16 July 2020. Employees also gave feedback on the job description for the Community Guardians and the job description accordingly evolved throughout the consultation process. Employees raised concerns about the shift pattern for the Community Guardian role and Ms Sarah Robinson confirmed to employees during the consultation process that she wanted to work on the shift pattern with whoever moved in to the new roles so at that stage she was not able to provide a definitive answer as to how the shift pattern would work. Assurance was given that there would be a 12 week trial period for anyone taking on the role which would allow time for any concerns to be addressed.
37. The respondent usually offers to those at risk of redundancy a 4-week statutory trial period in any new role. In relation to the Community Guardian roles the claimants (and others at risk of redundancy from the CCTV Team) were offered a 12 week trial period to allow them to help develop the new service and have sufficient time to trial any shift pattern.
38. The position on the shift allowance for the Community Guardian role was communicated in the consultation comments document. The claimants were aware, from Mr Howarth's email dated 4 August 2020, that whilst the role did not have contractual overtime, there would be 12 months of pay protection on overtime.
39. Changes to the concierge service were confirmed in the briefing note dated 16 July 2020. The respondent intended that an app would allow the Community Guardians to answer and control the concierge service whilst they were out patrolling the estates. Whilst that was the intention at the time of the redundancy process, the app ultimately was not fully developed and put in to use because it was unreliable due to poor internet connectivity in the area.
40. On 17 July 2020 Mr Howarth emailed affected employees, including the claimants, confirming Ms Khan was sending out the briefing note and after his one week's leave he would be setting up individual discussions regarding redeployment, redundancy support, CV writing and the skills matrix as well as the Community Guardian roles and other available options.

41. On 28 July 2020 Mr Iain Kershaw, HR and learning Business Partner, emailed the three claimants offering them Interview Skills training.
42. On 5 August 2020 Mr Howarth emailed all CCTV operatives about applying for the Community Guardian roles and providing a copy of the Redeployment Skills Analysis Form. Mr Howarth also provided information about the dates for the assessment centres for the Community Guardian roles and confirmed he would speak to all affected employees on a one to one basis (by phone or Zoom given the lock down measures in place during the Covid pandemic).
43. On 7 August 2020 Mr Howarth emailed affected employees, including the three claimants, confirming the recruitment process for the Community Guardian roles following employee queries about delaying the process. He also confirmed that Ms Robinson was working on the induction and training plan for the roles and making plans for personal safety training.
44. On Mr Hoyle's request, Mr Howarth obtained pension figures for him from Greater Manchester Pension Fund ("GMPF"). This information was given to Mr Hoyle by email from Mr Howarth dated 14 August 2020.
45. As none of the claimants applied for the Community Guardian roles, all three were given notice of termination of their employment by letter dated 3 September 2020. The letter confirmed 12 weeks' notice would commence on 7 September 2020 and unless they found alternative work with the respondent before 30 November 2020, their employment would end on 30 November 2020 by reason of redundancy. The letter did not offer an appeal because a decision had already been made in relation to closing the service so an appeal would not have made any difference. There were no selection criteria because everyone who worked as a CCTV Operative was at risk of redundancy in the circumstances.
46. Mr Howarth held one to one redeployment sessions with each of the claimants on 9 September 2020. He discussed with Mr Powell the Skills Analysis Redeployment Form and being ready to apply for jobs. Mr Hoyle in his meeting on 9 September 2020 indicated he wished to retire at the end of November 2020 and it was noted Mr Howarth was to follow up after the meeting by obtaining pension figures for him. Mr Cummins indicated he wished to retire at the end of November 2020 and the follow up action was for Mr Howarth to obtain a pension estimate for him.
47. Mr Powell had suggested the Senior Community Guardian role during the consultation process. That role was created following his suggestion and was assessed as a Grade 4 pay role as it did not include any line management responsibility. Mr Powell did not apply for the Senior Community Guardian role because he felt details about the role were sparse, because the pay was at a lower grade than his current role (which was Grade 5) and because he was concerned about his safety being out in the community. Whilst the new role was on a lower pay grade, Mr Powell had been offered 100% salary protection for 3 months, 75% for 3 months, 50% for 3 months and 25% for 3 months. Mr Powell during the

consultation process did not raise concerns about going out on patrols. Mr Powell accepted in evidence during the hearing that the respondent addressed safety concerns by providing training, body worn cameras and ensuring the Community Guardians worked in twos or threes.

48. On 29 September 2020 the respondent held a meeting with the Society Consultation Group and confirmed that of the 12 CCTV operatives, 4 were planning to take retirement, 2 had applied for the Community Guardian roles and the rest had not applied for the new roles so were at risk of redundancy.
49. Mr Howarth continued to notify the claimants of job vacancies, including by emails on 8 October and 11 November 2020 and in an update on 6 November 2020.
50. The update on 11 November 2020 included information about roles with Exclusec, the company taking over the RBC contract. None of the claimants applied for any of the roles with Exclusec, nor did any employees at risk apply for the night shift role; as a result, that role is now covered by Exclusec on a contract basis.
51. As the three claimants did not take up alternative employment during the redundancy consultation process, their employment terminated on 30 November 2020.
52. The three claimants allege that the respondent still operates a CCTV monitoring service and that their CCTV Team roles still exist. They refer to the photograph at page 602 of the hearing bundle which shows a bank of 12 monitors on the wall and a desk with computers and a joy stick. Mr Powell states that a purpose-built control room was constructed in his former manager's office to monitor the CCTV for the respondent.
53. Ms Robinson in her statement says that when the respondent first started the Community Guardians service, their CCTV systems supplier, Dave Mills, set up a separate room so that the respondent's cameras were split from the RBC cameras. She stated no one ever monitored the cameras in that room, it was purely intended to provide a place to download and review footage when requested. She also states that within a week, the respondent closed that room down as access to it could only be gained via the main CCTV control room, which has the police radio being constantly broadcast within it and therefore could not be overheard by anyone without police vetting. The PC was therefore moved from that room to the ground floor concierge office but again, no one monitors that screen. Ms Robinson was challenged extensively on this issue during the hearing and her evidence was consistent. I accept Ms Robinson's evidence and find that Mr Mills set up the room in the manner shown in the photograph but without specific instruction and his work was not closely monitored as people were not in the office due to the Covid lockdown. Ms Robinson was also consistent in her evidence that the control room was dismantled as from day one of Exclusec delivering the service for RBC when it became clear that the room could not be used because of the police radio broadcast and the Community Guardians not having any licence to hear those



broadcasts, necessitating the equipment being moved to the ground floor. I find that from this time, whilst CCTV cameras are still used, they are not actively monitored; footage is recorded which can be replayed if needed. I find that active CCTV monitoring was discontinued by the respondent and does not form part of the Community Guardian role.

54. The Community Guardians spend the majority of their shifts out in the community. Whilst they do some concierge work, including dealing with parking permits and door entry given the app was not implemented as expected for the concierge duties due to internet connectivity issues, those aspects remain a minor part of the role.
55. The claimants allege that agency workers were used to carry out their CCTV team roles. Ms Robinson clarified what was meant by agency workers and I find that the respondent did not use agency staff in the sense of workers provided via an employment agency. One role for night emergencies is carried out by a person who has been described as an agency worker but is engaged via Exclusec, the company who now provide services to RBC. The role in question was offered to the CCTV Team but none of them wanted the role. As no one else applied for the role, the position was filled by using a worker employed by Exclusec.

## **Law**

56. Section 94 of the Employment Rights Act 1996 confers on employees the right not to be unfairly dismissed. Enforcement of the right is by way of complaint to the Tribunal under section 111. The employee must show that he was dismissed by the respondent under section 95. In this case the respondent admits that it dismissed the claimants on 30 November 2020.
57. Section 98 of the 1996 Act deals with the fairness of dismissals. Firstly, the employer must show that it had a potentially fair reason for the dismissal within section 98(2). Secondly, if the respondent shows that it had a potentially fair reason for the dismissal, the Tribunal must consider, without there being any burden of proof on either party, whether the respondent acted fairly or unfairly in dismissing for that reason.
58. Section 98(4) deals with fairness generally and provides that the determination of the question whether the dismissal was fair or unfair, having regard to the reason shown by the employer, shall depend on whether in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee; and shall be determined in accordance with equity and the substantial merits of the case.
59. When section 98 refers to redundancy it is defined in section 139 ERA 1996. When considering redundancy under section 139(1)(b) ERA 1996, the starting point is the requirements of the business. A tribunal will not look behind the employer's

decision or require it to justify how or why the diminished requirement has arisen, provided it is genuinely the reason for the dismissal: *Moon v Homeworthy Furniture [1976] IRLR 298*.

60. The leading case on establishing whether an employee has been dismissed by reason of redundancy is the EAT decision in *Safeway Stores plc v Burrell [1997] IRLR 200*, which was approved by the House of Lords in *Murray and another v Foyle Meats Ltd (Northern Ireland) [1999] IRLR 562*. In *Safeway*, the EAT formulated a three-stage test for applying section 139 of ERA 1996:
1. Was the employee dismissed?
  2. If so, had the requirements of the business for employees to carry out work of a particular kind ceased or diminished (or did one of the other economic states of affairs in section 139(1) of ERA 1996 exist)?
  3. If so, was the dismissal of the employee caused wholly or mainly by the state of affairs identified at stage 2 above?

Only if the answer at all three stages is "yes" will there be a redundancy dismissal.

61. Redundancy is a potentially fair reason for dismissal (section 98(2) ERA).
62. An employer must act reasonably in treating that reason as sufficient to justify dismissing the employee (section 98(4), ERA 1996).
63. In considering the reasonableness of an employer's decision to dismiss, a tribunal should not impose their own standards and decide whether had they been the employer, they would have acted differently. They must ask whether the employer's decision to dismiss the employee by reason of redundancy fell within the band of reasonable responses: *Williams v Compair Maxam Ltd [1982] IRLR 83*.
64. The leading case on reasonableness in relation to redundancy is *Polkey*, in which the House of Lords held that the employer will normally not act reasonably unless it: (i) warns and consults employees, or their representatives, about the proposed redundancy; (ii) adopts a fair basis on which to select for redundancy; and (iii) considers suitable alternative employment within its organisation.
65. An employer must make reasonable efforts in respect of searching for alternative employment: *Quinton Hazell Ltd v WC Earl [1976] IRLR 296*. Such efforts should continue until the date on which an employee's dismissal takes effect, rather than when notice of termination is given: *Stacey v Babcock Power Limited (Construction Division) [1986] IRLR 3*.
66. Employers should provide employees with sufficient information about any vacancies so that they are able to take an informed view as to whether the position is suitable for them (*Modern Injection Moulds Ltd v Price [1976] IRLR 172*).

## Submissions

67. The claimants submit that their dismissal was unfair because the CCTV and concierge service did not change, that active CCTV monitoring and the concierge service continued. They say they were not given sufficient information about the change in services, the redundancy process and the new roles or the alternative employment offered to them.
68. The respondent submits that there was a reduced requirement for CCTV Operative and Senior CCTV Operative employees to carry out work of a particular kind. The say active CCTV monitoring did not continue and the Community Guardian/Senior CG role is very different from the CCTV Operative or Senior Operative roles, even if some elements of the concierge role continued. The respondent submits the decision to dismiss was within the range of reasonable responses and followed a fair process, including reasonable consultation and reasonable efforts to offer alternative employment.

## **Discussion and conclusions**

### *Reason for dismissal*

69. It is agreed that the three claimants were dismissed on 30 November 2020. They were dismissed by reason of redundancy which is a potentially fair reason for dismissal under section 98(2).
70. The reason for the proposed redundancies was that there was a reduced requirement for CCTV Operatives and Senior CCTV Operatives to carry out work of a particular kind. The RBC contract was ceasing and the demolition of College Bank and Lower Falinge meant there was a reduced need for CCTV cameras and the CCTV service would be less financially viable following demolition. The requirement for active CCTV monitoring ceased and Community Guardians roles were introduced, involving being actively face to face in the community. It is clear from the evidence that the respondent gave full and proper consideration to the proposed restructure of the business and the redundancy situation. The three claimants also accepted during evidence that there was a genuine business rationale for the change and that the respondent made a valid business decision, following consultancy reports and meetings to discuss the position. Demolition plans meant there would be reduced concierge duties in any event and at the time of redundancy consultation, the plan was to phase out much of the concierge service replacing it with an app. Mr Cummins accepted the intention at the time of the redundancy situation was to replace the concierge service with an app. He also accepted that in any event the CCTV Team's concierge roles were set to drastically reduce because of the proposed estate demolitions and the introduction of the app.
71. The claimants allege their CCTV operative roles continued post redundancy and they rely on a photograph of a control room taken at a point in time and on

information they say was given to them about active CCTV monitoring taking place, but they have presented no direct evidence from any witnesses to confirm this. I prefer Ms Robinson's evidence, which was given clearly and consistently and I accept that following the redundancies there was no control room for active CCTV monitoring and active CCTV monitoring did not continue. CCTV was recorded only and monitors and a PC were in place in the ground floor room for the purpose of downloading and viewing CCTV footage as and when requested.

72. The claimants allege that the Community Guardians continued other aspects of their CCTV Team roles. It is clear from the documents in the hearing bundle that the Community Guardian role is fundamentally different from the roles carried out by CCTV team. I prefer Ms Robinson's clear and consistent evidence on this issue. Whilst the Community Guardians do still deal with some aspects of the concierge role such as parking permits and door entry given that the anticipated app was not implemented as expected for the concierge duties due to internet connectivity issues, the remaining elements of the concierge service form only a minor part of the Community Guardian role. The concierge element of the role was in any event a minor part of the CCTV Team's role, 10 % up to 15% at most. Further, the respondent's Supporting Change Policy states that roles are only directly assimilated if the role in the new structure contains duties which are either identical or substantially the same as the former role and in practice this means that the current and new roles are a match of at least 70%. The CCTV Team roles were not assimilated as the new Community Guardian role involved only minor elements of the concierge service and no active CCTV monitoring hence there being the redundancy situation. The CCTV Team had 12 members in total. All those roles in that team ceased to exist.
73. The claimants allege that the respondent used agency staff to carry out their roles. I accept the respondent's evidence from Ms Khan that agency staff were not used in the sense of workers provided by an employment agency. Where a role was fulfilled by workers other than respondent's own employees the role was covered by Exclusec and that was only after the respondent could not fill the roles when none of CCTV Team or other employees wished to take on those roles.
74. In all the circumstances I find that the reason for the dismissal of each of the three claimants was redundancy.

#### *Procedural fairness*

75. In December 2019 Ms Khan shared a briefing note with employees about proposed changes to the CCTV service. She also met the CCTV Team, including the three claimants, to discuss this decision. In January 2020, Ms Khan attended the Society Consultation Group meeting at which the unions were present and explained the reasons for the RBC contract not being renewed. It is clear from the documentary

evidence that the respondent kept the unions and employees informed of the position both before and during the formal consultation process which began on 3 June 2020.

76. The consultation documents and the emails responding to the claimants and their colleagues show that the respondent was actively responding to employee queries and keeping them informed throughout the consultation process. Employees were given the opportunity to provide feedback and raise issues both orally and by email. Where issues were raised, which Mr Cummins and Mr Powell did, the respondent considered and acted upon their queries, feedback and requests for information. Mr Powell made the proposal that a Senior Community Guardian role should be created and the respondent acted upon his suggestion as is clear from the briefing noted dated 16 July 2020. The respondent also considered and addressed concerns raised by employees during the consultation process and safety aspects of the Community Guardian role and about the Community Guardian recruitment process. Mr Hoyle agreed in evidence that the respondent listened to and acted upon employee feedback during the consultation process.
77. The claimants were given adequate warning of the proposed redundancies. There was a period of 11 months between the first notification of the RBC contract ending and proposed changes to the CCTV service in December 2019 and the date of dismissal on 30 November 2020. Mr Cummins agreed in evidence that this was a lengthy and sensitive process. Mr Hoyle accepted that this 11 month period gave him a lot of time to consider his options.
78. I conclude that the respondent consulted on the proposed redundancies by way of an extensive, thorough and fair consultation process.

#### *Alternative employment*

79. The respondent undertook reasonable efforts to assist the Claimants in searching for alternative employment.
80. It was made clear that the CG roles were ringfenced for the CCTV Team from the first briefing session/note of 2 June 2020. This was reiterated in Ms Khan's email of 3 June in which she made clear to affected employees that their roles were at risk of redundancy and that they were able to apply for the roles of Community Guardians, with those roles being ringfenced for them.
81. The respondent usually offers to those at risk of redundancy a 4-week statutory trial period in any new role. In relation to the Community Guardian roles the claimants were offered a 12 week trial period to allow them to help develop the new service and have sufficient time to trial any shift pattern. The claimants were given the option to leave and take redundancy after the trial period if they did not like the role. Pay protection was also offered to the claimants as follows: 100%

salary protection for 3 months, 75% for 3 months, 50% for 3 months and 25% for 3 months. As of 4 August 2020, at the latest, all three claimants were aware of the 12 months pay protection they would have the benefit of if they accepted the Community Guardian or any other role taken up during redundancy process.

82. The claimants were kept updated about the Community Guardian roles. Mr Howarth kept the claimants informed about possible alternative roles. Mr Howarth and Mr Kershaw offered training and support regarding skills analysis, CVs and interview skills. Support was offered to the claimants by email and in the one to one redeployment sessions which Mr Howarth had with each of the claimants.
83. Mr Hoyle accepted in evidence that the respondent offered alternative roles and tried hard to keep at risk employees in employment. He acknowledged the respondent was supportive and acted fairly in offering training and help with interview skills, CVs and offering alternative job roles were all supportive measures. Mr Cummins accepted that the briefing note was clear that the Community Guardian roles were ringfenced for the CCTV Team and that he was aware of the payment protection being offered. Mr Powell accepted in evidence that the 12 week trial period addressed concerns about the precise details of the Community Guardian roles not having been finalised and he accepted there was a sufficient period from December 2019 to November 2020 to consider his position
84. The evidence is clear that the claimants had available to them full and proper information on which to make a decision about their position including alternative roles offered. The respondent made reasonable efforts to provide alternative employment for the claimants throughout the consultation and notice period.

### *Conclusions*

85. Overall, the respondent's decision to dismiss the Claimants fell within the band of reasonable responses available to it. The respondent did not take the decision to dismiss its employees, including the claimants, lightly. The business decided upon the proposed redundancies and considered the representations made to it throughout the consultation process carefully and thoughtfully. The respondent took reasonable steps to keep the claimants in employment. These were not the actions of an unreasonable employer.
86. I find, therefore, that all three claimants were fairly dismissed.

**Claim Number: 2402375/2021  
2402381/2021  
2402383/2021**

Employment Judge Fearon

Date: 9 August 2023

JUDGMENT SENT TO PARTIES ON

9 October 2023

FOR THE TRIBUNAL OFFICE