

Organisation Development Committee Thursday 19th February 2015

Table of recommendations

No	Item	Recommendation
	Environmental Services	
5.1	Ice Cream Trading and other Concessions Procedure	<i>Approve, allow a twin pitch on a single contract arrangement</i>
5.2	Extension of Lease for Limavady Waste Transfer Station	<i>Approve</i>
5.4	The Future of North West Regional Waste Management Group (NWRWVG)	<i>Approve</i>
5.4	Bulky Waste Collection Charges post 1 st April 2015	<i>Approve fee as outlined</i>
5.5	Harbour and Marina Fees post 1 st April 2015	<i>Approve Approve terms and conditions</i>
	Leisure and Development	
6.1	Causeway Coast and Glens Policing and Community Safety Partnership (PCSP) Framework	<i>Adopt, contribute £125,757, progress Option 2</i>
7	Grant Funding Policy Programme	<i>Approve</i>
8	Regional Start Initiative (RSI)	<i>Approve Option 4</i>
9	Health, Wellbeing and Sport Service Unit Fees and Charges	<i>Approve as recommended</i>
10	RNLI Fundraising	<i>Grant permission</i>
11	Roe Valley Arts & Culture Centre Scale of Charges 2015-16	<i>Deferred</i>
12	Directorate of Performance Organisational Structure	<i>Approve Option 4</i>
13	Development of a Democratic Services Unit	<i>Approve Structure B</i>
14	Directorate of Leisure and Development Organisational Structure and Directorate of Environmental Services Organisational Structure	<i>Approve Option 4</i>
15	Local Government Reform Joint Circulars/Pensions Discretions Policy	<i>Adopt Circulars</i>

Organisation Development Committee

Minutes of the Meeting of Causeway Coast and Glens Shadow Council Organisation Development Committee, held in the Council Chamber, Limavady Borough Council on Thursday 19th February 2015 at 7.00pm.

In the Chair: Councillor D Nicholl (Chair)

Members present: Councillors Blair, Callan, Campbell, Chivers, Douglas, Hickey, Holmes, Loftus, McCandless, McCaul, McKillop MA, McLean, Mulholland, Robinson, Stevenson, Wilson

In attendance: Mr D Jackson, Chief Executive Designate
Mr R Baker, Lead Officer Leisure and Development
Mrs E Beattie, Head of Policy
Mrs S Duggan, Programme Administrator
Ms S Kelly, Lead Officer Organisation Development
Mr A McPeake, Lead Officer Environmental Services

Also in attendance: Mary McNickle, Causeway Volunteer Centre

P Beattie
M McCafferty
G Mullan
C Watson
J Welsh

1. Apologies

Apologies were recorded from Councillors Duddy and Hunter.

2. Declarations of Interest

There were no Declarations of Interest.

3. Presentation – Causeway Volunteer Centre

Chair invited Mary McNickle to present to committee. M McNickle provided a verbal update on the promotion of volunteering opportunities across the district and the benefits it brings, stating that she felt the success of the community and voluntary sector was underpinned by volunteering. M McNickle requested that Council fund a post at Causeway Volunteer Centre, or contribute towards it.

Councillors Douglas, Robinson, Mulholland and Campbell offered their support.

* **M Nickle left the meeting at 7.18pm.**

4. Minutes of meeting held 22nd January 2015

The Chair advised that the Minutes of the committee meeting held on 22nd January 2015 would be to be ratified by Council 26th February 2015.

5. Environmental Services

A McPeake presented the reports, summarised as undernoted:

5.1 Ice Cream Trading and other Concessions Procedure

It is considered that the right to trade the following concessions at the locations identified below could be made available within the Causeway Coast and Glens District Council area. This will include the rights to trade on the Council owned section of Benone Beach. These rights would operate from 1st April 2015 with an option to extend the Licence on an annual basis up to 31st March 2018.

Location	Rights to Trade
1. Ballintoy Harbour	Photography/Pictures
2. Waterford Slip, Cushendall	Hot Food
3. Waterford Slip, Cushendall	Ice cream
4. Portaneevy Car Park, Ballintoy	Hot Food
5. Portaneevy Car Park, Ballintoy	Ice cream
6. Ballycastle Sea Front	Childrens Amusements
7. Garron Road Car Park, Glenariffe	Ice Cream
8. Legge Green Car Park, Cushendall	Ice Cream
9. Pier Yard Car Park, Ballycastle	Ice Cream
10. Quay Road Play Park, Ballycastle	Ice Cream
11. Riada Stadium, Ballymoney	Hot Food
12. East Strand Car Park, Portrush	Ice Cream
13. West Strand Car Park, Portrush	Ice cream
14. White Rocks Car Park, Portrush	Ice Cream
15. Promenade Car Park, Castlerock	Ice cream
16. The Beach, Down Hill	Ice Cream
17. Magheracross Car Park, Portrush	Ice Cream
18. Benone Beach	Ice Cream

Administrative Process

The following administrative processes is proposed:-

- 1. Advertisement placed in local press to invite applications to take part in a public auction week commencing 23rd February 2015***
- 2. Closing date for successful applications 18th March 2015***
- 3. Auction for successful applicants 23rd March 2015***
- 4. Successful bidders provide an Access NI Criminal Record Check Valid to 12 months prior to 1st April 2015***
- 5. Payment received for Year 1 and License agreement signed for period of trading***

IT IS RECOMMENDED that the Organisation Development Committee approve the procedure as outlined above.

A McPeake responded to queries regarding area zoning and enforcement.

IT WAS AGREED to recommend that Council approve the procedure as outlined above and to allow a twin pitch on a single contract arrangement.

- * Councillor Holmes arrived at the meeting at 7.24pm during consideration of the above matter.
- * Councillor Hickey arrived at the meeting at 7.30pm during consideration of the above matter.

5.2 Extension of Lease for Limavady Waste Transfer Station

Limavady Borough Council currently utilises the transfer station at Aghanloo for the transfer of both black and blue bin waste. The Causeway Coast and Glens Council will still require this transfer station for the foreseeable future. The lease on the transfer shed is due for renewal on 1st April 2015 and is for a period of 2years with a possible extension of a further 6months. The agreed cost is £27,200 and was verified by a local land agent. There has been no increase from the previous lease agreement.

IT WAS AGREED to recommend that Council approve the extension of the lease for the Transfer Station at Aghanloo, circulated, at a cost of £27,200 for a period of 2 years with a possible extension of a further 6 months.

5.3 Northern Ireland Landfill Allowance Scheme (NILAS) Target post 1st April 2015

The legacy Councils of Causeway Coast and Glens collect approximately 75,300 tonnes of waste each year. They have all met their collective NILAS targets for 2013/14 and are on target to meet the requirements of the 2014/15 target. NIEA have amended the targets based on revised population figures which results in an increased target in 15/16 of 865 allowances for Causeway Coast and Glens District Council. The table below shows the NILAS targets up to 2020.

District Council Name	2015/16	2016/17	2017/18	2018/19	2019/20	Population (mid-2012 %)
Causeway Coast and Glens	21,494	20,386	19,278	18,170	17,062	7.8%

To ensure the Causeway Coast and Glens meets the revised targets set by NIEA it is estimated that approximately 12,500 tonnes of waste must be sent through a treatment facility which will ensure the NILAS target is met. A Short Term Residual Waste Contract is currently in place which can be utilised to ensure compliance. A copy of NILAS utilisation and predictions were circulated.

IT WAS AGREED to note the Northern Ireland Landfill Allowance Scheme (NILAS) Target post 1st April 2015.

5.4 The Future of North West Regional Waste Management Group (NWRWVG)

The North West Regional Waste Management Group (NWRWMG) is the voluntary coalition of seven councils responsible for delivering effective waste management infrastructure on behalf of the seven councils in the North West of Northern Ireland.

The group were formed as a Joint Committee of councils under the Local Government Act (Northern Ireland) 1972 in order to carry out this work.

There are two elected members from each council that sit on the NWRWMG joint committee (Ballymoney Borough Council, Coleraine Borough Council, Derry City Council, Limavady Borough Council, Magherafelt District Council, Moyle District Council, Strabane District Council).

Due to Local Government Reform, the Joint Committee membership no longer exists after the 1st April 2015. However, there are merits in extending the collaborative workings of the NWRWMG on a voluntary basis for a period of time to complete a number of on-going tenders for waste contracts that are currently in draft form. The running costs for the NWRWMG has been carried forward into the budget for 2015/16 and totals £69,000 for the 4 legacy Councils.

IT WAS AGREED to recommend that Council approve the extension of the NWRWMG on a voluntary basis for a maximum period of 12months, at a cost of £69,000.

5.5 Bulky Waste Collection Charges post 1st April 2015

The four legacy Councils currently provide a bulky waste collection service. The cost of this existing service is approximately £38,500. ‘The Controlled Waste and Duty of Care Regulations (Northern Ireland) 2013’ allows the Council to charge for the collection of any article of waste which does not fit or cannot be fitted into— (a) a receptacle for household waste provided in accordance with Article 21 of the 1997 Order; or (b) where no such receptacle is provided, a cylindrical container 750mm in diameter and 1m in length.

It has been determined through the work of the Waste Working Group that there is a variation in the levels of fees charged for bulky waste collection in the four legacy councils. The following are recommendations to set new fees to assist in recovering some of the cost of this service.

Ballymoney	Coleraine	Limavady	Moyle	CC&GDC
One free per financial year	No free collections	£10 up to 10 items.	One free per financial year.	Up to 3 Items - £5
Maximum of 10 items	3 items for £5.	Payment in advance	Maximum of 5 items	Each Additional item - £2.
Additional collections - £70.24	Payment in advance		Additional collections - £20	Payment in advance

Payment in advance			Payment in advance	
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It was proposed by Councillor Stevenson, seconded by Councillor McCandless and **AGREED to recommend that Council approve the proposed bulky waste collection fee as outlined in the table above.**

* P Beattie arrived at the meeting at 7.50pm during consideration of the above matter.

5.6 Harbour and Marina Fees post 1st April 2015

The Causeway Coast and Glens District Council has responsibility for the maintenance and operation of Harbours in Redbay, Ballycastle, Rathlin, Ballintoy, Dunseverick, Portballintrae, Portrush and Portstewart. There are marina's in Ballycastle, Rathlin, Coleraine, and Drumaheglis, as well as, additional slipways at Waterford and Dalriada (Both in Cushendall).

The operational budget associated with the harbours and marinas is approximately £306,000. The income generation is approximately £245,000.

The proposed schedule of charges attached in Appendix C (of the report, circulated) follows a review of all Harbour and Marina facilities within the Causeway Coast and Glens Council. The review involved both management and operational Council staff with the aim of aligning services and charges where possible. Some charges have remained static with no change (blue boxes), some have proposed increased where necessary (yellow boxes) and some facilities required new charge structures to be created where none currently exist (green boxes).

An explanation of the amendments proposed are summarised in Appendix D (within the report circulated).

The Harbours and Marina Working Group has also developed a proposed 'Terms and Conditions of Use' for all Council Harbours and Marinas. A copy is attached in Appendix E (within the report, circulated)

IT WAS AGREED to recommend that Council approve the proposed fees for all Council harbours, marinas and slipways, attached as Appendix A.

IT WAS AGREED to recommend that Council approve the proposed Terms and Conditions of Use for all Council harbours and marinas, attached as Appendix B.

6 Leisure and Development

It was proposed by Councillor Hickey, seconded by Councillor Stevenson and **AGREED that the following items be taken 'in committee'.**

R Baker presented the reports, circulated.

6.1 Causeway Coast and Glens Policing and Community Safety Partnership (PCSP) Framework

C Watson presented to committee via PowerPoint, circulated and responded to member queries.

R Baker presented the report, circulated, R Baker and J Welsh responded to member queries.

IT IS RECOMMENDED that Council accept the Policing and Community Safety Strategy and Action Plan, to facilitate continuation of service delivery in the interim, until such times as the Policing and Community Safety Partnership is reconstituted.

IT IS RECOMMENDED that Council agree to contribute £149,336 (Option A) towards the operational costs of the Policing & Community Safety Partnership Action Plan for the 2015-2016 period, in order to facilitate optimum delivery of the plan's prioritised needs.

IT IS RECOMMENDED that Council agree the proposed staffing structure as detailed in the body of the report to facilitate delivery of both the statutory responsibilities of the partnership and the local identified community safety needs as outlined in the strategy and action plan.

It was proposed by Councillor Stevenson, seconded by Councillor Campbell that Council approve Option 2 with an amendment to remove the Management compliment of staff (1no.) with a further view to investing that salary allocation into PCSP projects.

It was proposed by Councillor Mulholland, seconded by Councillor Chivers to recommend that Council approve Option 1, as detailed within the report, circulated.

It was proposed by Councillor McCandless, seconded by Councillor Hickey to recommend that Council approve Option 2 as recommended within the report, circulated.

In response to a query from Councillor Mulholland, J Welsh added that the PCSP Board had set the Priorities, based upon primary and secondary research. R Baker financially defined the difference between Option 1 and Option 2 as approximately, £25,000.

The Chair put the proposal by Councillor Stevenson, seconded by Councillor Campbell to the committee to vote, 4 voted for, 13 voted against, the Chair declared the motion had fallen.

The Chair put proposal from Councillor Mulholland, seconded by Councillor Chivers to the committee to vote, 4 voted for, 13 voted against, the Chair declared the motion had fallen.

The Chair put the proposal from Councillor McCandless, seconded by Councillor Hickey to the committee to vote, 9 voted for, 8 voted against, the Chair declared the proposal carried.

It was proposed by Councillor McCandless, seconded by Councillor Hickey and **AGREED to recommend that Council accept the Policing and Community Safety Strategy and Action Plan, attached as Appendix C, to facilitate continuation of service delivery in the interim, until such times as the Policing and Community Safety Partnership is reconstituted; that Council agree to contribute £125,757 (Option 2) towards the operational costs of the Policing and Community Safety Partnership Action Plan for the 2015-2016 period, in order to facilitate optimum delivery of the plan's prioritised needs and to recommend that Council agree the proposed staffing structure (Option 2) as detailed**

below, to facilitate delivery of both the statutory responsibilities of the partnership and the local identified community safety needs as outlined in the strategy and action plan.

Option 2 summarised as undernoted:

This option reflects the change in budget from the Joint Committee, plus a 20% saving on existing levels of Council provision, resulting in an overall budget reduction of 38%. This option facilitates resourcing 14/18 (78%) of the original priorities as identified in the strategy development phase. Priorities such as external funding for training and capacity building for PCSP members, external research on community safety best practice, external funding for projects that reduce opportunities for crime (including Farmwatch, Neighbourhood Watch etc) and funding for community projects are excluded at this level of reduction. This model is based on a staffing compliment of 1 Manager and 3 Officers. As in Option1, this demonstrates a 50% reduction in existing staffing levels.

7 Grant Funding Policy Programme

R Baker presented the report, attached as Appendix D.

It was proposed by Councillor Mulholland, seconded by Councillor Loftus and **AGREED to recommend to Council that the total sum of £655,500 (14/15 sum £690,000 less 5%) is allocated for the purpose of grant funding for the financial period 1 April 2015 to the 31 March 2016.**

Officers accelerate the process detailed at Section 2.3 for activities and events (and other identified need) that occur in the first quarter of the financial period 1 April 2015 to the 31 March 2016.

Notwithstanding Point 2, the Grant Funding Process and Programmes is implemented as presented.

8 Regional Start Initiative (RSI)

R Baker presented the report, summarised as undernoted:

The Northern Ireland Executive has agreed, as part of the process of Local Government Reform (LGR), to transfer a number of economic development functions to Councils. The functions transferring are Enterprise Awareness, Start up provision (Regional Start Initiative) and Social Entrepreneurship. The budget for current activity in this area is £3.55m which will transfer to Councils on 1 April 2015. In August 2014 Causeway Coast and Glens Council agreed to extend the current RSI contract which Invest NI manage until October 2015. At the January meeting Council accepted the SLA with Invest NI for the extension of the RSI Programme and accepted a recommendation that Officers would submit a report to Council on the delivery of the RSI programme beyond October 2015.

Current delivery of the RSI is through five sub-regional procured contracts, all being managed by Enterprise NI with delivery via the Local Enterprise Agencies until the end of October 2015. A number of options for future delivery are set out below for consideration:

- Option 1 - In house delivery of a Business Start Up Programme by Causeway Coast and Glens Council.**
- Option 2 - Jointly procured generic Business Start Up Programme across all 11 Councils.**
- Option 3 - Single procurement of a Causeway Coast and Glens Business Start Up Programme.**
- Option 4 - Jointly procured generic Business Start Up Programme across all 11 Councils with tailored elements reflecting the specific needs of each Council area.**

Consideration of options:

Option 1 - Council deliver the programme in house, using existing staff to do the business plans. Whilst this option would possibly achieve greater value for money for Council there is a quality issue that must be considered. The consensus across all 11 Councils is that we are not ready for this yet. Selecting Option 2, 3 or 4 would enable Council to further explore this option as a long term solution.

Option 2 – Council participate in the procurement of a generic Regional Business Start programme, with one Council taking the lead for management of the contract across all 11 Council areas. Economies of scale would be achieved but the programme would be exactly the same as what went before. The opportunity to adapt to a local fit would be lost.

Option 3–Council develop and procure a Causeway Business Start Programme. This would be a generic start up programme with tailored elements specific to the needs of the Causeway area. These would be value added sectors based on the themes emerging from the Economic Development Strategy (Renewables, Agri-food, New Industries). Council need to go to tender in April 2015 for the programme to be ready for implementation when the current contract expires. There would be no economies of scale achieved with this option.

Option 4 – Council participate in a Regional Business Start up programme. With this option Council could still incorporate all the elements of option 3, in terms of ensuring a local fit. There would be one procurement across all 11 Councils with one Council leading the procurement and taking responsibility for contract management. With this option Causeway Council could still manage the local contract under an SLA with the lead Council. This option achieves economies of scale.

It was proposed by Councillor Stevenson, seconded by Councillor Douglas and **AGREED** to recommend that Council approve Option 4 - Regional generic programme with tailored elements specifically designed for the Causeway area.

9 Health, Wellbeing and Sport Service Unit Fees and Charges

R Baker presented the report, summarised as undernoted:

The Health Well-being and Sport portfolio for Causeway Coast and Glens District Council will require a comprehensive review of existing pricing policies and fees and charges within its facilities and service programmes. It is intended that the review will commence following the transition in April 2015 and is expected to be complete and fully implemented by April 2016.

While there is a need for fees and charges to be consistently applied across the district, officers require a degree of flexibility and discretion in order to be proactive with charges, promotions and offers which are best placed to retain and grow the business where possible and in line with other market influences. Such an approach will help ensure that facilities can operate effectively and efficiently in the current economic climate.

IT IS RECOMMENDED that Officers commence the standardisation of Fees and Charges across the Causeway Coast and Glens Health, Well-being and Sport Service Unit from 1st April with full implementation by April 2016.

IT IS RECOMMENDED that Officers have the discretion to apply a Consumer Price Index linked increase to the Service Unit's facilities and activities in April 2015 where it is deemed appropriate and with due regard to current charges and overall service impact.

IT IS RECOMMENDED that Officers, with Senior Management approval, apply promotional prices and offers throughout the financial year in order to retain and grow the business in line with core Council strategies and objectives.

Councillor Campbell felt any proposed charges should be brought back to committee for ratification before being implemented.

The Chief Executive advised that a list of services that were deemed to merit a Consumer Price Index linked increase would be brought back to committee along with a redesign of the pricing strategy.

IT WAS AGREED that Officers commence the standardisation of Fees and Charges across the Causeway Coast and Glens Health, Well-being and Sport Service Unit from 1st April with full implementation by April 2016;

that Officers apply a Consumer Price Index linked increase to the Service Unit's facilities and activities in April 2015 where it is deemed appropriate and with due regard to current charges and overall service impact;

that Officers, along with Senior Management approval, apply promotional prices and offers throughout the financial year in order to retain and grow the business in line with core Council strategies and objectives;

10. RNLI Fundraising

R Baker presented the report, circulated.

IT WAS AGREED to recommend that Council permits the RNLI to undertake the Face to Face fundraising campaign between 23rd May – 6th September 2015 at the following beach entry points and promenades; Benone Strand, Downhill, Castlerock, Portrush West, Portrush East and Whiterocks, a teams of two fundraisers will be present for a maximum of four days, on any beach during any one week.

11. Roe Valley Arts & Culture Centre Scale of Charges 2015-16

R Baker presented the report, circulated.

IT WAS AGREED that Council defer the Roe Valley Arts and Culture Centre Scale of Charges 2015-16.

The Chief Executive advised that additional information would be brought back to committee.

12. Directorate of Performance Organisational Structure

D Jackson presented the report, circulated.

It was proposed by Councillor Mulholland, seconded by Councillor Hickey to recommend that Council adopt the Performance Departmental structure depicted in Option 4, circulated.

The Chair put the proposal to the committee to vote, 13 voted for, 4 applied abstentions. The Chair declared the proposal carried.

It was proposed by Councillor Mulholland, seconded by Councillor Hickey and **AGREED to recommend that Council adopt the Performance Departmental structure depicted in Option 4, attached as Appendix E.**

13. Development of a Democratic Services Unit

D Jackson presented the report, circulated.

IT WAS AGREED to recommend that Council proceeds to develop a new Democratic Services unit on the basis of Structure B, circulated.

The Chair put the proposal to the committee to vote, 13 voted for, 4 applied abstentions, the Chair declared the proposal carried.

IT WAS AGREED to recommend that Council proceed to develop a new Democratic Services unit on the basis of Structure B, attached as Appendix F.

14. Directorate of Leisure and Development Organisational Structure and Directorate of Environmental Services Organisational Structure

A McPeake presented the report, circulated.

It was proposed by Councillor Holmes, seconded by Councillor Chivers and **AGREED to recommend that Council adopt Option 4, attached as Appendix G (Leisure and Development), it is also recommended that Council adopt Option B, attached as Appendix H (Environmental Services).**

Councillor Stevenson advised that the DUP Party were abstaining from any recommendation.

15. Local Government Reform Joint Circulars/Pensions Discretions Policy

S Kelly presented the report, attached as Appendix I.

It was proposed by Councillor Mulholland, seconded by Councillor Stevenson and **AGREED to recommend that Council adopt the Circular LGRJF/10 – February 2015, ‘One step Grievance procedure link with the RPA independent Third Party Dispute Resolution procedure’; to recommend that Council adopt Circular LGRJF/11 – February 2015 ‘RPA Staff Severance Scheme for Local Government Staff’ and implement Staff Severance in accordance with the detail of the scheme;**

to recommend that Council apply this Guidance in the interpretation and application of the RPA Staff Severance Scheme as outlined above;
to recommend that Council adopt the Local Government Pension Scheme Discretions as outlined within the Guidance Document, for the purposes of implementing Circular LGRJF/11 – February 2015. A further Discretions Policy will be brought back to council by 31st July 2015 outlining Councils positions in relation to the other discretionary areas outlined above.

It was proposed by Councillor Stevenson, seconded by Councillor Chivers and **AGREED that committee move out of 'in committee'.**

16. Grant Aid: Local Biodiversity Action Plan for Ballymoney, Coleraine, Limavady and Moyle Councils 2013-2016

Committee noted the correspondence.

17. Date of Next Meeting

Thursday 12th March 2015, Ballymoney Borough Council Chamber at 7.00pm

This being all the business the meeting closed at 9.55pm.

Appendix A: Fees, Harbours, Marinas and Slipways

Appendix B: Harbours and Marinas Terms and Conditions

Appendix C: PCSP Strategy and Action Plan

Appendix D: Grant Funding Policy - Report

Appendix E: Directorate of Performance Structure (Illustrative)

Appendix F: Democratic Services Unit Structure (Illustrative)

Appendix G: Directorate of Leisure & Development Structure (Illustrative)

Appendix H: Directorate of Environmental Services Structure (Illustrative)

Appendix I: LGR Joint Circulars/ Pensions Discretions Policy

Appendix A

CAUSEWAY COAST & GLENS COUNCIL HARBOUR, MARINA & SLIPWAY CHARGES 2015-

2016

HARBOUR/ MARINA	SEASON	SUMMER	WINTER	MONTHLY	WEEKLY PER MTR	DAILY / OVERNIGHT	SHORT STAY (6 HRS)	SLIPWAY (DAILY)	SLIPWAY (ANNUAL)
BALLYCASTLE HARBOUR & MARINA	£171.00/m 12 MONTHS	N/A	£65.00/m 6 MONTHS	£34.00/m	15.00/m	< 9m £19.00 9m-10.5m £21.00 10.5m-12m=£23.00 12m + over £28.00	£10.00	£12.00	£100.00
REDBAY HARBOUR	£57.00/m 12 MONTHS	£42.00/m 6 MONTHS	£37.00/m 6 MONTHS	£12.00/m	5.00/m	£14.00	N/A	N/A	N/A
RATHLIN HARBOUR & MARINA	£57.00/m 12 MONTHS	£42.00/m 6 MONTHS	£37.00/m 6 MONTHS	20.00/m	10.00/m	£20.00	£10.00	£12.00	N/A
BALLINTOY HARBOUR	N/A	£22.00/m 3 MONTHS	N/A	N/A	N/A	N/A	N/A	£12.00	£100.00
DUNSEVERICK HARBOUR	N/A	£22.00/m 3 MONTHS	N/A	N/A	N/A	N/A	N/A	£12.00	£100.00
COLERAINE MARINA < 7MTR	£164.00/m 12 MONTHS	£105.00/m 6 MONTHS	£66.00/m 6 MONTHS	£25.00/m	10.00/m	£22.00	£10.00	£12.00	£100.00
COLERAINE MARINA 7 > MTR	£185.00/m 12 MONTHS	£120.00/m 6 MONTHS	£72.50/m 6 MONTHS	£25.00/m	10.00/m	£22.00	£10.00	£12.00	£100.00
PORTRUSH HARBOUR < 7 MTR	£80.00/m 7 MONTHS	N/A	N/A	£25.00/m	10.00/m	£20.00	£6.00	£12.00	£100.00
PORTRUSH HARBOUR 7 > MTR	£100.00/m 7 MONTHS	N/A	N/A	£25.00/m	10.00/m	£20.00	£6.00	£12.00	£100.00

PORTSTEWART HARBOUR < 7 MTR	£70.50/m 12 MONTHS	N/A	N/A	£25.00/m	10.00/m	£20.00	£6.00	£12.00	£100.00
PORTSTEWART HARBOUR 7 > MTR	£93.50/m 12 MONTHS	N/A	N/A	£25.00/m	10.00/m	£20.00	£6.00	£12.00	£100.00
PORTSTEWART OUTER HARBOUR	£39.50/ m 12 MONTHS	N/A	N/A	N/A	N/A	£20.00	£6.00	£12.00	£100.00
PORTBALLINTRAE HARBOUR	N/A	£22.00/m 3 MONTHS	N/A	N/A	N/A	£20.00	£6.00	£12.00	£100.00
DRUMAHEGLIS MARINA	£610 PER BERTH	N/A	N/A	£144.00 PER BERTH	£54.00 PER BERTH	£19.50	£9.50	£12.00	£100.00 / £200.00
WATERFORD SLIPWAY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	£12.00	£100.00
DALRIADA SLIPWAY	N/A	N/A	N/A	N/A	N/A	N/A	N/A	£12.00	£100.00

Causeway Coast and Glens

District Council

Terms & Conditions of Use

Harbours, Marinas & Slipways

2015-2016

Terms & Conditions of Use

All use of the Harbour Premises is subject to these Terms & Conditions, Harbour Byelaws and Port Marine Safety Code where applicable. Copies are available for viewing at the Harbour or Marina office.

1. Under these Terms & Conditions, the following words shall have the following meanings:-

“Us”, “We”, “Our” etc means Causeway Coast & Glens Council and/or its servants and Agents including the Harbour Master or his assistants;

“You”, “Your” etc means any person using the Harbour Premises and includes a charterer, master, or agent, or other persons (other than Us) for the time being lawfully in charge of a vessel or vehicle;

“Harbour” includes a harbour, marina, moorings, or any other vessel berthing facility owned or operated by Us including slipways;

“Licence” means the licence granted to You to berth/moor any vessel on Our Harbour Premises under these Terms and Conditions.

“Licence Fee” means the fee payable by You to Us in accordance with these Terms and Conditions;

“Harbour Premises” means the Harbour, including its dock walls, pontoons and any roads, car parks, buildings and other areas, equipment and facilities owned or operated by Us;

2. We agree to provide to You berthing or a mooring in the Harbour Premises for Your vessel for the duration of this Licence in consideration for You paying Us the Licence Fee.

3. (a) Licences will be granted for the periods published by Us from time to time and will show the licence period agreed between Us and You. The Licence Fee will be calculated by reference to Our published charges prevailing at the time of the grant of this Licence. In the event of any increase or reduction in the rate of V.A.T We have the right to adjust the fees accordingly;

(b) This Licence shall not be automatically renewed but will terminate at the conclusion of the licence period, if not terminated sooner by Us or You under the provisions of clause 18;

(c) You must notify Us in writing of the details of any change of names of the vessel or change of Your name, address or telephone number;

(d) Nothing in this Licence entitles You to the exclusive use of a particular berth or mooring. You must not lend, transfer or assign any berth allocated to You by Us from time to time, nor may You use it for any other vessel, without Our prior written consent;

(e) You must not use any vessel occupying a berth or mooring provided by Us for residential purposes without obtaining Our prior written consent, which may be withheld in Our absolute discretion or granted on such terms as We shall see fit. For the avoidance of doubt, a vessel shall be regarded as being used for residential purposes if, amongst other things, You:

(i) use Your vessel as Your principal or main place of residence; or

(ii) stay on board Your vessel in excess of an average of three nights per week over a twelve week period; or

(iii) use Our offices at Harbour or Marina Premises as Your mailing address.

4. (a) We have the right to exercise a general lien (ie. the right to take possession of and prevent You from gaining access to, using or moving a vessel and/or other property) over any vessel and/or other property whilst in or on the Harbour Premises until such time that any sums due to Us in respect of the vessel and/or other such property, whether on account of services provided or work done or, damages to Our property, (including interest and Our costs in enforcing the general lien and obtaining from You payment of any sum due to Us under these Conditions), are paid. If We exercise such a general lien, You shall be entitled to remove Your vessel or other property from the Harbour or Marina Premises upon providing

proper security (eg a Bank guarantee or a cash deposit) sufficient to cover the sum due to us (including interest and any costs incurred and/or likely to be incurred by Us in enforcing the general lien and obtaining from You payment of any sum due to Us under these Conditions);

(b) We shall not have the right to exercise a general lien in

accordance with condition 4(a) above unless the sums due to Us exceed £100;

(c) Any monies that are not paid on or before the date for payment shall attract interest at the rate of 5% per annum at Our discretion from the date for payment. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment;

(d) You agree to indemnify Us against (ie. pay for) any and all reasonable costs of enforcing Our rights under these Terms & Conditions against You, including but not limited to the cost of letters and telephone calls made by Us.

5. (a) You must ensure that at all times Your vessel is maintained in a clean and tidy state and in a seaworthy condition.

(b) The vessel must be berthed or moored by You in a seaman-like manner and in such a configuration and position as We may from time to time require and unless otherwise agreed the necessary warps and fenders shall be provided and maintained by You. Vessels must be clearly identifiable by name or alternatively by number (to be agreed with the Harbour Master). All ropes, fenders etc. must be fixed or stowed in tidy manner as to prevent slips, trips and falls.

6. You must comprehensively insure Your vessels and vehicles against loss or damage however caused, which insurance must include cover for liability to third parties (including public liability and where relevant employers liability) in respect of Yourself and each of Your vehicles or vessels, Your crew for the time being, and Your agents, servants, visitors, guests and sub-contractors in a sum of not less than £3.0M in respect of each accident or damage and must maintain in respect of each vessel adequate removal of wreck insurance. You must produce the policy or policies relating to this insurance to Us on demand.

7. (a) We have the right to moor, re-berth, move, board, enter, lift ashore, slip or carry out any emergency work on the vessel, if in Our opinion it is necessary for the safety of the vessel or the safety and/or convenience of other users of the Harbour Premises or for the safety of Our plant and equipment and You must pay Our reasonable charges for such work. A scale of Our charges for any such work shall be available on request from Our offices at the Marina Premises and We shall provide You with an estimate of the likely costs and charges relating to such work prior to incurring them.

(b) If at any time during the period of this Licence the berth

previously allocated by Us to You is not used by You for mooring Your vessel, then We shall be entitled to moor or permit a third party to moor a vessel at that berth and We shall be entitled to all income (if any) arising. You must use all reasonable endeavours to give to Us not less than 24 hours previous notice of Your intention to return Your vessel to the Harbour.

8. The vessel when entering or leaving or manoeuvring in the

Harbour must not be navigated at such a speed or in such a manner as to endanger or inconvenience other vessels in the Harbour. You must at all times comply with any speed restrictions and bye-laws relating to the Harbour, details of which will be provided by Us on request.

9. All persons using any part of the Harbour Premises or facilities provided thereon for whatever purpose and whether by invitation or otherwise do so at their own risk unless any injury or damage to person or property sustained within the Harbour Premises was caused by or resulted from an act or omission of Ours or those for whom We are responsible.

10. (a) We shall not be liable for the loss, theft or any other damage of whatsoever nature caused to any vessel or vehicle or other property (whether insured or not) belonging to You or others claiming through You except to the extent that such loss, theft, or damage may be caused by an act or omission of Ours or those for whom We are responsible;

(b) You shall indemnify Us against (ie. pay for) any loss, damage or costs reasonably incurred by, and all claims or proceedings instituted against, Us or Our servants or agents which may be caused by Your vessel or vehicle or by You, Your servants, agents, crew, guests, or sub-contractors except to the extent that such loss, damage, costs, claims or proceedings may be caused by an act or omission of Ours or those for whom We are responsible;

(c) Where access for vessels to and from the Harbour is via a lock gate, swing or lift bridge or other restriction, We shall not be liable for loss, damage or costs of whatsoever nature suffered by You as a result of the lock gate, swing or lift bridge or other restriction being inoperative except to the extent that such inoperation may be caused by the act or omission of Us or those for whom We are responsible.

11. (a) Except with Our written consent, which may be withheld at Our sole discretion, no part of the Harbour Premises or any vessel kept in or on the Harbour Premises may be used by You for any commercial purpose, including hiring, embarkation or disembarkation of charter parties, sale or demonstration of sale or hire of the vessel provided that the occasional use of the vessel by a personal friend of Yours on payment to You of contribution towards the actual running costs of the said vessel shall not be deemed a commercial purpose. You must upon request by Us supply to Us full details in writing of all such use under the proviso to this condition;

(b) You shall be permitted to arrange a private sale of not more than one vessel (such vessel usually being berthed at the Harbour Premises) during any one or more periods of six consecutive months of the Licence granted to You. A private sale shall be deemed to be any sale that is not made in the course of a trade or business. In the event of such a private sale:

(i) You must be present at all times during which the vessel is to be viewed, and You are not permitted to display a "For Sale" notice on Your vessel in or on the Harbour Premises without prior consent;

(ii) You must, within seven days of such a private sale, notify Us in writing of the name and address of the buyer of the vessel.

(c) No work shall be done to the vessel whilst in or on the Harbour Premises unless with Our prior written consent, other than minor running repairs or minor maintenance of a routine nature by You, Your regular crew, or members of Your family, not causing any nuisance or annoyance to any other users of the Harbour Premises or any other premises or any person residing in the vicinity.

12. No noisy, noxious or objectionable engines, radio, or other apparatus or machinery may be operated within the Harbour Premises nor may animals be allowed within the Harbour Premises so as to cause (or be likely to cause) any nuisance or annoyance to any other users of the Harbour Premises or any person residing in the vicinity and You undertake for Yourself, Your guests and all using the vessel that they shall not behave in such a way as to offend as aforesaid. Halyards must be secured so as not to cause such nuisance or annoyance.

13. No refuse or noxious substances or sewage may be discharged or thrown overboard or left on the pontoons, jetties or car parks, or disposed of in any way other than in the receptacles provided by Us or by removal from the Harbour Premises.

14. Dinghies, tenders and other small craft must be stowed aboard the vessel unless a berth is separately provided by Us, and must not be used for recreational purposes under power or sail unless used to tender to and from Harbour moorings.

15. (a) You and Your guests are required to park their motor vehicles in such position and in such manner as shall from time to time be directed by Us.

(b) All vessels and vehicles in or on the Harbour Premises may be moved by Us to any part of the same Harbour Premises without Your knowledge or consent where such movement is necessary for the proper or efficient operation of the Harbour Premises;

16. No items of boats, gear, fittings or equipment, supplies, stores, or the like may be left upon the pontoons, slipways, jetties or car parks unless permission is granted by us. Charges may apply.

17. You must take all necessary precautions against the outbreak of fire in or upon Your vessel and You must observe all statutory and local regulations relative to fire prevention (if any) that shall be exhibited at Our offices.

18. (a) In the event of any breach of these Terms and Conditions by You, We shall have the right to serve a written notice on You, at Your last known address, specifying the breach and requiring compliance within 14 days of the notice. If the breach is not rectified within the 14 day period, We have the right to terminate this Licence with immediate effect by serving a written notice on You at Your last known address.

(b) In the event of any serious or persistent breach of these Terms and Conditions by You, We have the right to terminate this Licence with immediate effect by serving a written notice on You by posting it to Your last known address.

(c) Upon termination of this Licence in accordance with conditions 18(a) or (b) above, We may refuse to provide any further services at Our sole discretion and You must remove Your vessel from the Harbour Premises within 14 days of the termination of this Licence. We shall not be obliged to make

any refund to You of any proportion of the Licence Fee unless We are able to re-allocate the berth previously occupied by Your vessel, in which case We will refund You a proportion of the Licence Fee in accordance with the provisions of Our Refund Policy, details of which shall be provided by Us on request.

(d) We have the right to terminate this Licence, by the giving of written notice to You, if at any time the Harbour Premises shall be so damaged, impeded, or interfered with by force majeure (as defined below) as to render it unlikely that We will be able to continue to provide a berth or mooring in accordance with this Licence. For the purposes of this condition, force majeure means any event or circumstances (whether arising from natural causes, human agency or otherwise) beyond Our control including (but not limited to) weather conditions, riots, civil commotion, fire or war.

(e) In the event of termination by Us in accordance with condition 18(d) above, We shall refund to You part of the Licence Fee in proportion to the unexpired period of the Licence.

(f) You shall have the right to terminate this Licence with immediate effect by serving a written notice on Us. In the event of You terminating this Licence in accordance with this condition 18(f), You shall remove Your vessel from the Harbour Premises within 14 days of the termination of this Licence. On removal of Your vessel from the Harbour Premises, We shall refund to You a proportion of the Licence Fee in accordance with the provisions of Our Contract Cancellation Policy, details of which shall be provided by Us on request.

19. (a) Any obligation of Ours toward vessels or goods left at the Harbour Premises ends upon the expiry or lawful termination of this Licence and We accept no responsibility for loss or damage to any vessels or goods left at the Harbour Premises without Our consent save insofar as such loss or damage is caused by an act or omission of Ours or those for whom We are responsible;

(b) If You fail to remove the vessel on termination of this Licence in accordance with condition 18 or otherwise, We are entitled:

(i) To charge You with the rental which would have been payable by You to Us if the Licence had not been terminated for the period between termination of the Licence and removal of the vessel from the Harbour Premises; and/or

(ii) At Your risk (save in respect of loss or damage caused by an act or omission of Ours or those for whom We are responsible during such removal) to remove the vessel from the Harbour Premises and thereupon secure it elsewhere and charge You with all reasonable costs arising out of such removal including alternative berthing fees; and/or

(iii) To give notice to You in accordance with the provisions of the Torts (Interference with Goods) Act 1977 and to sell the vessel and/or other property by the best method of sale reasonably available in the circumstances. The proceeds of the sale after payment of the said money due and the expenses of the sale shall be paid to the owner of the vessel and/or property. You may obtain advice relating to this Action from a Citizen's Advice Bureau, Law Centre or any firm of solicitors.

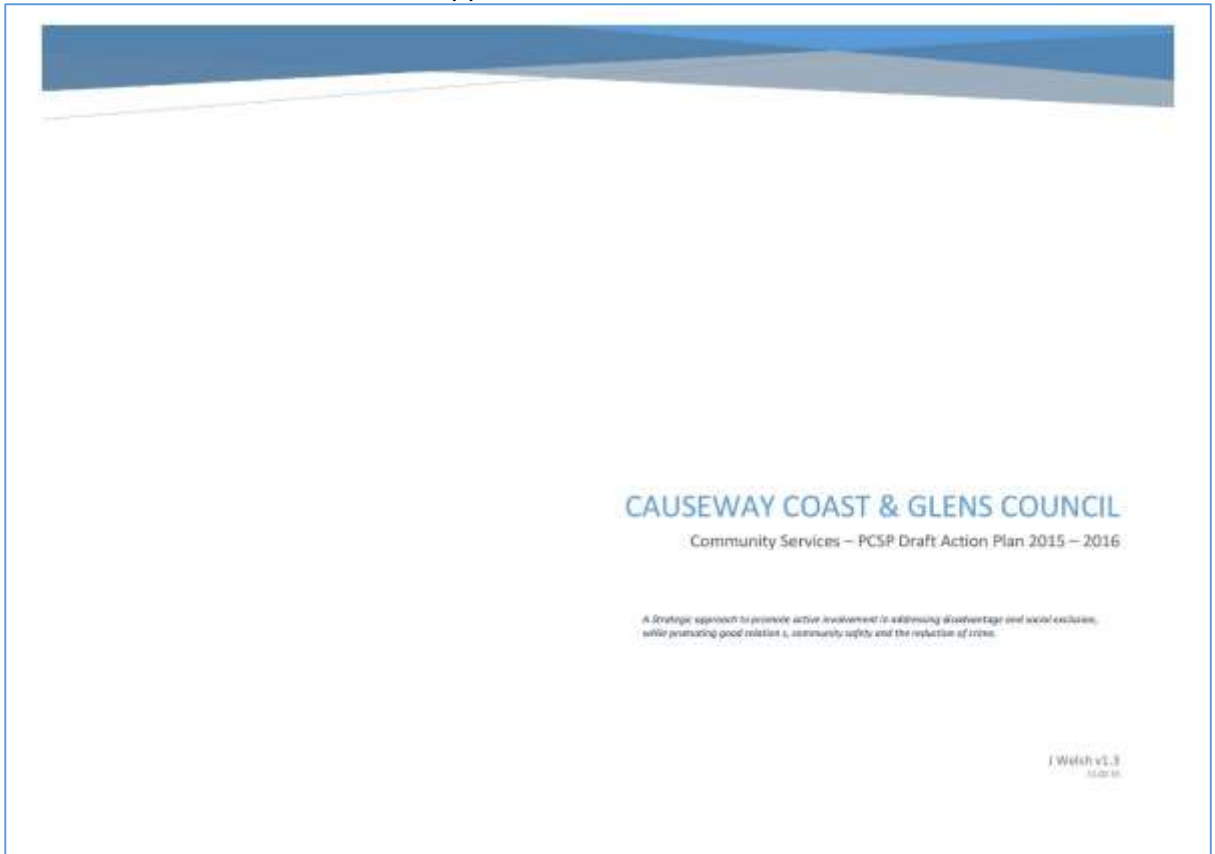
20. Maritime Law entitles Us in certain circumstances to bring action against a vessel to recover debt or damages. Such action may involve the arrest of the vessel through the Courts and its eventual sale by the Court. Sale of a vessel may also occur through the ordinary enforcement of a judgment debt against the owner of a vessel or other property.

21. The foregoing Terms and Conditions of Harbour Use shall apply to all users of the Harbour Premises. Other terms may apply.

These terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of Northern Ireland.

Causeway Coast & Glens Council.

Appendix C



Community Services – PCSP Draft Action Plan 2015-16

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Causeway Coast & Glens Community Services Framework Summary

1. Introduction and Background

As a result of the major restructuring that local Government is undergoing through the Review of Public Administration, the existing Councils of Ballymoney, Coleraine, Limavady and Moyle will come together to form the new Causeway Coast and Glens Council area in April 2015. These four Councils have a history of working in partnership to identify common issues, to ensure that the public service they provide represents value for money and achieves maximum impact on the ground. During 2013/14, the four Councils indicated their willingness to work together in a collaborative and integrated fashion and produced a Community Services Framework to identify common issues and needs, alongside a number of potential areas for greater collaboration.

Overview and purpose of the service:

Community Services will seek to enable individuals, groups and organisations to provide quality support and cohesive direction within their communities. They will promote active involvement in addressing local issues associated with disadvantage, social exclusion, good relations, community safety and the reduction of crime. The purpose of the Community Services function is fourfold:

- ◆ **Community Development function:** To develop more cohesive and engaged communities by engaging with residents, promoting an effective and efficient Voluntary and Community Sector, working in partnership with providers and providing accessible, well-co-ordinated services to people in local communities.
- ◆ **Good Relations function:** To fulfil Council's Good Relations duty by tackling sectarianism, racism and other forms of intolerance while actively promoting good relations both within Council and building positive relations at local levels.
- ◆ **Policing and Community Safety function:** To work in partnership with criminal justice agencies and local communities to develop community confidence in policing, reduce crime antisocial behaviour and the fear of crime.
- ◆ **Tackling Deprivation and evidenced need:** To work in partnership with relevant stakeholders to address the barriers to prosperity in some local rural and urban communities with the Causeway Coast & Glens Council area.

Associated Functions

The functions for which the new Community services will be responsible for will include:

- ◆ Community Development,
- ◆ Good Relations,
- ◆ Community Centres Activity Development,
- ◆ Advice Services and
- ◆ Community Grant Aid Programmes, including programmes tackling area based deprivation.

There are clear statutory duties for all public bodies under Section 75 of the Northern Ireland Act in relation to Good Relations and Equality. Section 75 (2) of the Northern Ireland Act states: "public authority shall in carrying out its functions relating to Northern Ireland have regard to the desirability of promoting good relations between persons of different religious belief, political opinion or racial group". TBALC is the Executive's Strategy, led by OFMDM which focuses on the delivery of Good Relations, including support to Local Authorities in delivering their statutory duty. It recognises the value of, and commits to supporting a range of actions including supporting Councils, through a District Councils Good Relations Challenge Programme to resource Good Relations work.

Policing and Community Safety Partnerships (PCSPs) are statutory bodies established under the Justice Act (Northern Ireland) 2011 (the Act), specifically sections 20 to 34 and Schedules 1 and 2. PCSPs are statutory bodies established under the Justice Act and are therefore separate and distinct from committees of Council.

Under Section 20 of the Act, Councils are obliged to establish a PCSP structure in their locality. At 1 April 2015 and following the reorganisation of Local Government, there will be 11 PCSPs – one for each of the District Council areas in Northern Ireland.

Paragraph 18 of schedules 1 and 2 to the Justice Act (Northern Ireland) 2011 specify the terms of grant provided to the PCSPs and DPCSPs. It states: 'The Department and the Policing Board shall for each financial year make to the council grants of such amounts as the Joint Committee may determine for defraying or contributing towards the expenses of the council in that year in connection with PCSPs and DPCSPs.'

The NI Executive has agreed that the operational delivery of urban regeneration and community development at local level should be transferred to Councils as part of the Reform of Local Government, including town and city regeneration, area-based regeneration, and support for the voluntary and community sectors at a local level. It is anticipated that these powers will transfer in 2016.

Community Development Deliverables 2013/14

- **Up to 1,000 groups** across the area are making regular use of community facilities supported through each Council's Community Support Plan.
- **Direct grant aid** in excess of £250,000 has been distributed across the areas in support of community development activity.
- **5,000 volunteers contributing over 75,000 hours** of their time to the needs of their local communities.
- The four Councils have helped to develop and have supported 43 different community festival events right across the area, ranging from local village community week events attracting up to **1,000 people to larger town based events led by local volunteers attracting up to 50,000 spectators and 1,500 participants**. All of these activities lever in additional grant funds – in Coleraine and Moyle Councils together, this represented £235,600 in match funding against grants distributed.
- Each of the Councils provide for local Generalist Voluntary Advice provision with **35,945 individual advice enquiries** met right across the new Council area in the period 2013-14 and with an estimated additional benefit uptake in excess of £1,000,000.
- **Also 300 community /voluntary groups have benefited from direct training**
- **Over 1,200 individuals participating in direct learning opportunities**

Good Relations Deliverables (2013-2014)

- Increased awareness of Council's statutory obligations within Section 75 legislation through Good Relations Training to staff across the 4 Councils. **Over 100 staff trained**
- Increased youth engagement / dialogue with Local Government and Political Leaders – **over 150 young people** participated in youth dialogues with Councillors in all areas across the area
- Increased opportunities to challenge attitudes among young people to Racism and other forms of Hate Crime. **Awareness raising training provided to 1,700 children and young people**
- Good Relations Training for Community & Voluntary groups, including accredited training to **76 individuals representing over 50 local groups**
- **29 individuals** completed Stewarding & marshalling training to support local management of cultural celebrations and parading
- Training/development exploring prejudice, sectarianism provided to **at least 30 community influencers** from single identity communities
- Mentoring/advice on Good Relations project development was provided across the 4 existing Councils through staff
- Interfaith initiatives supported to develop positive relations across the 4 Council areas.
- **11 Physical Re-imaging & environmental improvements** projects delivered in two out of the four Council areas
- **Bonfire Safety Schemes** supported across the 4 Council areas.
- **Projects promoting cultural diversity, challenging racism & sectarianism and dealing with legacy issues were delivered to over 623 participants**
- Ongoing engagement and dialogue processes are in place across existing 4 Council areas, with community leaders/influencers, statutory agencies and political representatives. These processes focus on the management of visible expressions of culture, including flags, bonfires and murals, and community responses to these.
- A total of **85 small grants** were provided to local groups across the area to promote local ownership in promoting positive community relations, while promoting positive citizenship at local community level
- **Mediation and intervention initiatives** were in place across the area as a reactive approach to assist in the reduction in community tensions which may arise at certain times within communities

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PCSP Deliverables (2013-2014)

- Delivered 'My Name is Katie' campaign based on issues related to alcohol and underage drinking to **2000 primary school children, 800 parents** together with **4000 packs** delivered throughout NI. As a result of the success of this project, 'My Name is Katie' was delivered throughout NI.
- **Vulnerable & Elderly Adult Projects** which provided security advice and equipment to assist in reducing the fear of crime, enhancing personal safety and greater home security. These projects resulted in **1100+ home visits**, with almost **700 vulnerable & elderly individuals** receiving enhanced security equipment as well as **950 individuals** attending supporting events.
- **2 Fast 2 Slow Car Crash Simulators** (first for NI) delivered to **2500+ young drivers**
- **6 x Seasonal Media Campaigns** to address young drivers and the dangers on the roads
- Educational support programme delivered by Women's Aid to approximately **130 female victims of Domestic Violence/Abuse**
- **1550 young people** were actively involved in a Sports Diversion Programme to educate and divert away from anti-social behaviour and enhance good citizenship.
- Educational awareness raising on key safety messages was delivered to **2000+ Primary School Children**
- Internet/Social Media awareness workshops delivered to **2,750 Post-Primary School Children**
- **200 Farmers** were registered and signed up to the Farmwatch Scheme which provided crime prevention advice, security marking packs along with a 'Text Alert Scheme'
- **3 x Security marking Projects** to assist in reducing rural crime which included fitting of 'CESAR' and 'Data-tagging' security devices
- Support in the delivery of **54 Neighbourhood Watch Schemes** including running 3 x promotional events and distribution of **9,000 issues** of Neighbourhood Watch Newsletter
- Provision of advice leaflets/publications on Anti-social Behaviour, Crime Reduction Advice, Dealing with the Fear of Crime and the Promotion of PCSP Activities to **45,000+ households**
- A diverse range of drugs & alcohol projects were supported and delivered throughout the PCSP Cluster which included:
 - **8 x Seasonal media campaigns** targeted at Summer-time, Halloween and Christmas periods
 - **7 x Information & advice workshops** for Parents, Schools, Youthners and General Population
 - **12 x Educational projects** on drugs & alcohol for young adults keeping safe
 - Training delivered to **25 Door Staff** for night time economy venues and 'Get Home Safe' campaign
 - **7 x Diversionary/Educational projects** in relation to Drug Awareness & Legal Highs
 - Provision of **2,500 Anti-drink Spiking Kits**
- Delivery of Community Safety Training Projects to local groups in relation to Anti-social Behaviour/Drugs & Alcohol with culminating in **90+ individuals** receiving training
- Completion of partnership projects with the Northern Ireland Fire & Rescue Service & PSNI for **12 young people** identified at risk of offending
- Intergenerational/Intercultural projects reaching in excess of **475 individuals** on community safety issues, good health, safe choices, building generation of links and breaking down perceived stereotypes

2. Audit of Need - Research & Consultation

In order to prepare for this change Coleraine and Limavady on behalf of all four existing councils, appointed Quarter Chartered Accountants, a service provider with the appropriate expertise, to develop three new strategies and action plans to cover the period 2015-2018 in relation to:

- ◆ Good Relations,
- ◆ Community Development and
- ◆ Policing and Community Safety.

The overall objectives of the commissions were to:

- ◆ Carry out a strategic overview of the new Council areas - an examination of the demographics and changing environment.
- ◆ Undertake a comparative analysis of the priorities/needs and issues facing the existing Councils in Community Services.
- ◆ Establish/confirm the community services strategic priorities/themes emerging for the new Council area that reflect both identified needs and the policy context both locally and regionally; and
- ◆ Identify key outcomes and suitable methods/ologies/actions to address these through the development of a three year strategies (including action plan for first year), incorporating where appropriate, existing priority actions and effective models of delivery within the new Council context.

The work was staged, commencing in October 2013 and was completed in September 2014.

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Methodology

The approach to establish need during this period was twofold:

Desk Research: A comprehensive desk research analysis was undertaken to establish the existing policy landscape and identify opportunities for collaborative working and gaps in existing provision. Analysis was undertaken in relation to:

- ◊ Existing research,
- ◊ Existing provision,
- ◊ Regional policies (existing and emerging),
- ◊ Local Policies (existing and emerging),
- ◊ Statistical analysis.

Social and economic profile

The data used to provide the social and economic overview is as was recorded on Census day (27th March 2011) in relation to:

- ◊ Households
- ◊ Demographics
- ◊ Ethnicity, Identity, Language and Religion
- ◊ National Identity
- ◊ Ethnicity
- ◊ Language Aged 3+ years
- ◊ Health
- ◊ Housing
- ◊ Qualifications
- ◊ Economic Activity
- ◊ NI Multiple Deprivation Measures (2010)
- ◊ Crime
- ◊ Access to Transport
- ◊ Fuel Poverty

Consultation: A targeted, direct consultation and engagement process with community and voluntary representatives, private and public sector stakeholders, elected members and Council staff was undertaken across all four of the individual Council areas.

The consultations were designed to ensure that both the strategy and the subsequent Action Plans were informed by as wide a range of voices as possible.

The nature of the engagement within each of the four Councils differed slightly to take account of the capacity, availability and geographical spread of relevant stakeholders. However, the overarching framework in each Council was the same.

To maximise the opportunity for relevant stakeholders to contribute to the development of the new strategy a range of engagement methods were undertaken in different locations and at different times of the day. The engagement included:

- ◊ **Consultation Days:** Open drop in sessions were delivered in each of the four existing Council offices. This provided an opportunity for elected members, Council staff interested stakeholders to contribute to the consultation on a one to one basis.
- ◊ **Community Network Consultations:** Ongoing consultation was undertaken with Community Networks and their members.
- ◊ **Focus Groups:** Sector specific focus groups with representatives from a range of relevant stakeholder groups.
- ◊ **Internet Surveys:** Anonymous internet survey to increase the range of opportunities for engagement.

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- ◊ **Individual Consultations:** Using the contacts provided by the officers from each of the Council areas, engagement was initiated with as many of the identified community, voluntary and statutory stakeholders as possible.

In total 1523 individuals were consulted during the engagement process. A full list of the organisations who engaged with the consultation can be found in the body of each of the individual strategies. The consultation involved representatives from:

- ◊ The statutory sector,
- ◊ The community sector,
- ◊ The voluntary sector,
- ◊ The private sector,
- ◊ The political sector and
- ◊ Individual Residents.

Consultation Findings

The main focus of the consultations was to identify the priorities and target participants in each of the individual action plans. The results in relation to the issues identified are detailed in the tables below.

Good Relations Issues

- > Flags & Emblems
- > Language & Behaviour
- > Parades & Protests
- > Cultural Outworkings

Community Development Issues

- > Increased Community Capacity
- > Preparation for Community Planning
- > Partnership working
- > Provision of accessible Voluntary Advice Services
- > Promotion of Volunteering

PCSP Issues

- > Abuse (physical, mental, financial and cyber)
- > Fear of Crime
- > Anti Social Behaviour
- > Crime Enablers (drugs, alcohol, legal highs)
- > Early Intervention – measures to reduce levels of crime

Good Relations Target Participants

- > Early Year Families
- > Pre Teens & Young Adults
- > Civic & Community Leaders
- > High Capacity Single Identity Organisations

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Community Services target Participants

- Residents
- Community Groups
- Community Networks
- Statutory Stakeholders (Internal)
- Statutory Stakeholders (External)

PCSP Target Participants

- Young Adults
- Vulnerable Adults
- Families
- Community leaders (existing & emerging)
- Local businesses (rural & urban)

3. Strengths, Weaknesses, Opportunities and Threats (SWOT) Analysis**Introduction**

The strength of a SWOT analysis lies in the analysis of information both positive and negative, identification of possible roadblocks and the highlighting of potential opportunities. The use of the SWOT analysis allows for focused consideration of each of the four elements included in the analysis which in turn informs the strategies.

- ◆ **Strengths** - The strengths identified are the positive elements of Community Services which are within the control of the four Councils and can therefore be protected and enhanced.
- ◆ **Weaknesses** - The weaknesses identified are the factors which have the potential to obstruct from the impact of the Community Services but, because they lie within the influence of the four Councils, remain manageable.
- ◆ **Opportunities** - The opportunities identified are external factors which, although outside of the direct control of the four Councils, still have the potential to maximise the impact of any Community Services.
- ◆ **Threats** - The threats identified are external factors which, although outside of the direct control of the four Councils, still have the potential to jeopardise the impact of any Community Services if not mitigated against.

3.1 Strengths

- ◆ The four Councils remain committed to continuing to fund the provision of Community Services.
- ◆ Three of the four Council areas have established, experienced Community Services Officers in post.
- ◆ All four Council areas have a history of promoting collaborative working partnerships in relation to the provision of Community Services.
- ◆ The ability to identify gaps in provision and adapt to external policy priorities.
- ◆ All four Councils have positive collaborative working relationships and partnerships with external agencies and groupings.
- ◆ The Councils have an excellent track record of leveraging additional funding.
- ◆ The services undertaken by the community services team all contribute to the delivery of the statutory functions of Council.

3.2 Weaknesses

- ◆ The existing policies and procedures in relation to the support, development and promotion of community development vary between the four individual Councils.
- ◆ The support, development and promotion of community services in each of the four Council areas have yet to be mainstreamed throughout core council activities.
- ◆ The full-time staff model currently does not have a dedicated staff resource in relation to community development/support.
- ◆ The new Council area will have a wide geographical spread and care should therefore be undertaken to rural proof any community services work.
- ◆ Co-tenancy between external statutory bodies is not universal.

3.3 Opportunities

- ◆ The new Council area will present an opportunity to share existing best practice.

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- ◆ The size, demographic and rural/urban split of the new Council model will lend itself to increased eligibility in relation to future funding opportunities.
- ◆ The development of strategic cross Council programmes represent increased value for money.
- ◆ New Council structures necessitate change; therefore the opportunity exists to ensure the change has a positive legacy.
- ◆ The transfer of powers from DiD to the new council post IPA allows for the development of a new creative approach to tackling deprivation in the new Causeway Coast and Glens Council area.
- ◆ A streamlined grants policy will result in equity and efficiency of provision across the new Council area.
- ◆ Community planning presents an opportunity to address duplication and develop an improved joined up, needs based Community Services provision in the area.
- ◆ Potential for increased internal collaborative working practices between existing and emerging Council service areas.
- ◆ Option to contact services out – networking, lobbying etc. to network groups.

3.4 Threats

- ◆ Community sector mistrust, apathy and cynicism in relation to the introduction of any new approach to delivering community services.
- ◆ Annual submissions to Government Departments – annual contracts restrict ability to deliver medium to long term projects.
- ◆ Delay in the transfer of responsibilities from central government.

3.5 SWOT Conclusion

The strengths and opportunities of the Causeway Coast and Glens Council area in respect of community services appear to outnumber the weaknesses and threats identified.

4 Strategic Framework

When designing the Strategic Action Plan for each area of specialism, we developed a five step Strategic Framework to ensure only the actions which have the potential to achieve the maximum impact were progressed. The five steps of the Strategic Framework were:

Step 1: Identification of the most relevant Regional Policy: In order to maximise the effectiveness and relevance of Community services in the new Council it was essential that all of the individual strategies were aligned to the existing and emerging policy landscape.

Step 2: Alignment with one of the identified sector specific strands: These strands underpin the necessary change in direction in the new Causeway Coast and Glens area, which will see the Council adopting a lead role designed to support, maximise the capacity and sustainability of the Community and Voluntary sector.

Step 3: Identification of the most relevant issues to be addressed: Throughout the consultation there was a consensus that the role of the new Council should address the relevant issues impacting community services activities in the Council area.

Step 4: Identification of the most relevant stakeholders: Throughout the consultation there was a consensus that the role of the new Council should be identify new stakeholders to maximise the impact of community services activities in the Causeway Coast and Glens Council area.

The Consultations also identified a desire by all of the relevant statutory agencies to work collaboratively in partnership to support the community services team as an important way of enabling people to undertake meaningful contribution in the community planning process. In developing these strategies it was essential that the commitment to partnership working is operationalised.

Step 5: Complementarity with the local policy landscape: Throughout the audit and consultation process the need for the functions of community services to be mainstreamed into the fabric of all Council activities was identified. In order to make that aspiration a reality, throughout the development of the new programmes we needed to establish that the proposed actions complemented and provided additionality to existing local strategies and programmes.

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8

Strategic Framework Model



The Strategic Framework resulted in the development of three complementary sector specific action plans of work which are scheduled to commence in April 2023. It is recommended that the three action plans would then continue through 2026 and 2028, building year on year the confidence, knowledge and skills of the participants to support maximum engagement in the development of Community Services in the new Council area. The detail of each of the three complementary Action Plans can be found in each of the individual strategies.

5. Development Strands

The combined consultation and research findings carried out as part of the planning process demonstrated that Community Services would be best achieved through the delivery of sector distinct but interdependent strands. The development of these strands provided a complementary direction of travel within each of the three areas of work. The tables below provide an overview of the proposed priorities/strands, programmes, their aims as a basis on which to develop the service.

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Area	Strategic Priority	Programmes	Programme Aims
Good Relationships	Our Children and Young People: Improving attitudes amongst our young people and to build a community where they can play a full and active role	Programme 1: The Caseworky Coast and Glens Promotion of Youth Good Relations Programme	Develop the Good Relations leadership capacity of young people to encourage them to play a full and active role in society
	Promoting Shared Communities: creating a community where all can access and enjoy life opportunities where all areas are open and accessible to everyone	Programme 2: The Caseworky Coast and Glens Promotion of a Shared Communities Programme	Engage with wider civil society to dispel existing myths and misconceptions, while promoting the positive aspects of local culture or tradition
	Safe Communities: to create a community where everyone feels safe in moving around and where life choices are not inhibited by fears around safety	Programme 3: The Caseworky Coast and Glens Promotion of Positive Cultural Citizenship Programme	Re-engage and rebrand individual cultural contributions as integral contributions to the broader culture & tradition of the area Promote positive cultural citizenship Increase capacity of communities to generate & contribute to development of safer communities
	Cultural Expression: creating a community which promotes mutual respect, is strengthened by its diversity, and cultural expression is celebrated and enhanced	Programme 4: The Caseworky Coast and Glens Celebration of Cultural Diversity Programme	Promoting progressive, positive dialogue in to increase tolerance and respect, mutual understanding, encourage positive leadership and progress practical approaches to GB issues
	Increase and improve leadership, capacity, organisation and capital building skills in order to support Good Relations outcomes	Programme 5: The Caseworky Coast and Glens Promotion of Progressive Positive Dialogue and Action Learning Programme	Increase the capacity of communities to generate and contribute to the development of safer communities Promote progressive, positive dialogue, encouraging positive leadership and progress practical solutions to GB issues
Community Development	Increase Community Development Capacity	Building Core Capacity through a Small Grants Programme, Voluntary Skills Support, mentoring, training, networking and development support	Build the capacity of local communities to ensure they have the skills, knowledge and confidence to engage in collaborative, partnership working, including Community Planning
	Promoting Proactive Engagement	Programme to develop and support capacity to ensure active involvement engagement by residents, inward and D&V workers within the new Community Planning Framework	Developing skills to ensure the planning and delivery of effective services across the Caseworky Coast and Glens area
	Targeting Deprivation and Sustained Need Through Partnership Working	Programme supporting a A V sector and service providers to engage with the relevant statutory agencies developing policy decisions which impact on the social, economic and physical regeneration of the area	Supporting partnership working to develop policy and practice, promoting social, economic and physical regeneration of the COBG area
	Supporting Communities to Achieve their Maximum Level of Sustainability	Programme Development for Council & Community Owned Community Facilities Organisational Sustainability for Community Organisations	Supporting the sustainability of Community Infrastructure
Policing & Community Safety Partnership	Supporting Partnership Working	Support PCSP partnership members, including training and administration to support governance functions Assist the Policing Committee to undertake effective Monitoring of local policing and identification of relevant research	Supporting the Policing and Community Safety Partnership, Policing Committee and commissioned working groups to fulfil statutory responsibilities and associated functions as laid out within the Justice Act (No 2021)
	Community Consultation and Engagement	Programme include: Development of Monitoring and Evaluation Toolkit, promotion and facilitation of meaningful engagement with relevant stakeholders, and the analysis of local need	Increasing opportunities for members of the PCSP to identify issues of concern in relation to policing and community safety, gain co-operation of the public & increase community confidence in local policing
	Effective Promotion and Communication	Programme to develop a positive media profile and promote both local and regional Policing, community safety and crime reduction campaigns/initiatives	Implement a COBG PCSP Communication strategy and promote relevant regional and local awareness campaigns
	Programme Delivery – Delivering Local Community Safety Priorities	Programme to address priority issues relating to a reduction in crime, the fear of crime, confidence in policing and enhanced community safety A Community focused Action Learning Grants Programme encouraging peer learning and mentoring	Address the issues of most concern in relation to reducing crime, the fear of crime, confidence in policing and enhanced community safety

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6. Strategic Outcomes

The thirteen strands may each work with different constituent groups, using different methodologies to work on different needs, but with one overarching strategic aim: to develop the overall Community Capacity of the Causeway Coast and Glens Council area. The overall impact of the work will be:

- ◆ Increased partnership working in the Causeway Coast and Glens Council area.
- ◆ Development of a more sustainable community sector in the Causeway Coast and Glens Council area.
- ◆ Greater social cohesion in the Causeway Coast and Glens Council area.
- ◆ Increased connectivity between neighbourhoods, towns and villages in the Causeway Coast and Glens Council area.
- ◆ Early identification of local solutions for emerging needs in the Causeway Coast and Glens Council area and.
- ◆ Increased community capacity in the Causeway Coast and Glens Council area.

7. PCSP Action Plan 2015 - 2016

Strategic Outcome	2015/16 Budget	SMART Targets	KPIs	Outcomes
1. Leadership	75K 87.5K	<ul style="list-style-type: none"> ◆ Development, or revision & delivery of both PCSP's internal and external projects to deliver statutory requirements of Justice Act ◆ Administration of cost effective funded programme ◆ Monitoring & Evaluation of programme & financial activity 	<ul style="list-style-type: none"> ◆ Successful delivery of PCSP Strategy, Programmes, including associated project elements across the CCSG area 	<ul style="list-style-type: none"> ◆ Effective delivery of PCSP Statutory requirements ◆ Efficient delivery of PCSP Strategy & action plan, focused, targeted, measured approach to delivery ◆ More positive relationships developed
2. GOVERNANCE	36,000 1,000	<ul style="list-style-type: none"> ◆ See above (inclusive of BA to Council, Members travel costs) ◆ 1 X Engagement Plan and meeting schedules developed ◆ 1 X PCSP Induction Programme reviewed & implemented ◆ At least 4 x quarterly PCSP Reports ◆ Regular support, advice and guidance to PCSP Members on governance responsibilities ◆ 1 x Annual Report to ODI/NRE ◆ 1 X Equality Scheme developed & implemented ◆ 1 X Disability Action Plan 	<ul style="list-style-type: none"> ◆ As above ◆ Necessary PCSP Governance structures & processes in place ◆ Levels of support, advice & guidance provided by staff provided to members ◆ High levels of attendance and engagement by PCSP members (at least 75% attendance) ◆ Compliance levels consistent with ODI and statutory & monitoring requirements (Equality) 	<ul style="list-style-type: none"> ◆ As above ◆ Increased public confidence that agencies are addressing the crime and anti-social behaviour issues that matter locally (prevalent SCS outcomes) ◆ A legislatively compliant PCSP in the Causeway Coast and Glens Council area.
3. PC GOVERNANCE	2,000	<ul style="list-style-type: none"> ◆ 1 X Engagement Plan and meeting schedules developed ◆ 1 X PC (Policing Committee) Induction Programme developed & implemented ◆ At least 4 x quarterly PC/Policing Committee Reports ◆ Regular support, advice and guidance to PC Members on governance responsibilities ◆ Facilitation of PC member input into Policing plan - 1 PC response paper 	<ul style="list-style-type: none"> ◆ Necessary PC Governance structures & processes in place ◆ Levels of support, advice & guidance provided to members ◆ High levels of attendance and engagement to Policing Committee members at meetings (at least 75% attendance) ◆ Compliance levels consistent with ODI statutory & monitoring requirements 	<ul style="list-style-type: none"> ◆ Increased public confidence that agencies are addressing the crime and anti-social behaviour issues that matter locally (prevalent SCS outcomes) ◆ A legislatively compliant PCSP in the Causeway Coast and Glens Council area.
4. INDUCTION SUPPORT	1,500	<ul style="list-style-type: none"> ◆ Induction Process, including induction materials for PCSP members ◆ Comprehensive 'Financial Guidelines' for PCSP Board Members ◆ 1 x 'Code of Conduct' developed and implemented with board ◆ Design and disseminate 'Information Pack' for PCSP Board Members 	<ul style="list-style-type: none"> ◆ Levels of attendance & engagement by PCSP members in induction training ◆ Evidence of high compliance rates with Del requirements through monitoring ◆ Necessary PCSP Governance structures & processes in place 	<ul style="list-style-type: none"> ◆ A legislatively compliant PCSP in the Causeway Coast and Glens Council area.
5. Training	5,000	<ul style="list-style-type: none"> ◆ 1 x Members Skills Audit undertaken ◆ 1 x Member & staff Training Needs Analysis completed ◆ 1 x Training Plan agreed and implemented for PCSP Board & staff (planned) 	<ul style="list-style-type: none"> ◆ 100% of members completing TMA ◆ Members and staff successfully completing training programme 	<ul style="list-style-type: none"> ◆ Skilfully trained membership with relevant skills to deliver PCSP work
6. RESEARCH	1,000	<ul style="list-style-type: none"> ◆ 1 x scoping exercise completed into emerging issues & best practice (work with National Community Safety Network (NCSN) on emerging issues and best practice) ◆ PCSP participation NCSN Conference Attendance ◆ Identification of regional best practice via 'Regional Management Forum' ◆ 4 x (Quarterly) reports to PCSP Board Members on best practice and emerging issues 	<ul style="list-style-type: none"> ◆ Best models of practice & emerging issues identified and fed into planning and prioritisation processes 	<ul style="list-style-type: none"> ◆ Models of best practice and emerging Community Policing and community safety trends identified ◆ Future provision informed by sound evidence based research
7. NEW PROJECTS	7,000	<ul style="list-style-type: none"> ◆ Regular pilot monitoring & evaluation 'Tool Kit' developed for all PCSP projects within AP ◆ All programme elements of an agreed monitoring & evaluation toolkit ◆ Assessment process carried out for effectiveness of NME methodologies 	<ul style="list-style-type: none"> ◆ 100% programme areas successfully completing NME requirements ◆ Benchmark established to measure progress against agreed strategic outcomes within action plan 	<ul style="list-style-type: none"> ◆ Effective delivery of PCSP functions ◆ Effective delivery of PCSP strategy ◆ Focused, targeted approach to the prioritisation of service delivery

Community Services – PCSP Draft Action Plan 2023-28

Service Description	2023/24 SN COAG	SMART Targets	KPIs	Outcomes
7. Local Engagement	10,000	<ul style="list-style-type: none"> 1 x Community Engagement Plan developed for members and staff Engagement & consultation with other community service, and community planning unit to reduce potential for duplication and maximise impact of joint effort approach PCSP core functions established in appropriate local files Quarterly reports by PCSP Board Members and staff on ongoing and emerging relevant Community Safety issues 	<ul style="list-style-type: none"> Engagement update as a standing item on PCSP Governance meeting agendas (with both formal and informal engagement by PCSP) Levels of consultation & engagement with other Council services Confidence levels among those engaged in process (linked to PPS indicators) with communities on local issues of concern Levels of participation from traditionally under represented or hard to reach groups Facilitating from SME groups in consultation process 	<ul style="list-style-type: none"> Increased engagement between relevant stakeholders and COAG PCSP Increased confidence from local communities in Council safety systems Greater community involvement in shaping solutions to tackle crime, fear of crime and ASB in local areas
8. Local Consultation	10,000	<ul style="list-style-type: none"> 1 x Community Consultation Plan developed and implemented Process adopted including agreement of members and staff roles, responsibilities & deliverables Quarterly reports by PCSP Board Members and staff on ongoing and emerging relevant Community Safety and policing issues 	<ul style="list-style-type: none"> Completion of Policing & Community Safety consultation throughout the COAG area Levels of participation from traditionally under represented or hard to reach groups Equitable representation from SME groups in consultation process Confidence levels among those engaged in process (linked to PPS indicators) 	<ul style="list-style-type: none"> Area specific Policing and community safety needs analysed Greater community involvement in shaping solutions to tackle crime, fear of crime and ASB in local areas Increased targeting of resources to most locally identified need Increased public awareness of COAG PCSP
9. Communications	4,394	<ul style="list-style-type: none"> 1 x COAG PCSP Communications Strategy developed & implemented 1 x working protocol agreed with Council corporate services in relation to internal/external communications 	<ul style="list-style-type: none"> Number and variety of communication channels utilized by PCSP to inform, consult and engage Usage levels of social media Levels of print coverage 	<ul style="list-style-type: none"> Improved understanding of the work undertaken by PCSP Increased accessibility to information relating to the work of the PCSP Increased public awareness of COAG PCSP
10. Awareness	2,900	<ul style="list-style-type: none"> 1 x public launch COAG PCSP Purchase of appropriate PCSP merchandise to promote new COAG PCSP Support to at least 1 local and/or regional Policing & Community Safety crime reduction campaign/initiative Issues by PCSP Staff & Members with appropriate local files to raise profile of new COAG PCSP 	<ul style="list-style-type: none"> Number of crime reduction and community safety awareness campaigns supported by PCSP Number of appropriate local for approvals engaged with by PCSP Level of public awareness of the work of the PCSP 	<ul style="list-style-type: none"> Improved understanding of the work undertaken by PCSP Increased public awareness regarding safety/crime reduction initiatives Reduction in fear of crime among vulnerable groups
11. Early Intervention	40,000	<ul style="list-style-type: none"> 1 x Early Intervention Programme developed & agreed by PCSP Board Relevant stakeholders (specifically those with existing remit and/or resources) identified, consulted and engaged in the development of programme 1 x Early Intervention Programme delivered and evaluated by March 2024 	<ul style="list-style-type: none"> Number of children and young people in contact with the criminal justice system in the COAG area Levels of partnership and/or collaboration in delivery Number of children & young people in receipt of early intervention support 	<ul style="list-style-type: none"> Reduced risk of individuals, especially young people, from coming into contact with the justice system Increased collaborative approaches to reducing anti-social behaviour in local communities Increased awareness of community teams among young people & families
12. Crime Awareness and Action	50,000	<ul style="list-style-type: none"> 1 x Addressing the Social Contributors to crime Programme, including Drugs, Alcohol, Legal Highs developed & agreed by PCSP Board Relevant stakeholders (specifically those with existing remit and/or resources) identified, consulted and engaged in the development of programme 1 x Addressing the Social Contributors to crime Programme (Drugs, alcohol, legal Highs) delivered and evaluated by March 2025 	<ul style="list-style-type: none"> Level of participation in programme to address contributors to crime, including drugs, alcohol and legal high 	<ul style="list-style-type: none"> Increased public confidence that crime related issues, and their impact at community level, are being addressed Support for young people, families and others with substance misuse problems through a range of targeted services

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Community Services – PCSP Draft Action Plan 2023-28

Service Description	2023/24 SN COAG	SMART Targets	KPIs	Outcomes
13. Reducing Violence without Injury	30,000	<ul style="list-style-type: none"> 1 x Addressing Violent Crime Programme developed & agreed by PCSP Board Relevant stakeholders identified, consulted and engaged in the development of programme 1 x Addressing Violent Crime Programme delivered and evaluated by March 2026 	<ul style="list-style-type: none"> Number of Violence without injury incidents (ref COAG PCSP strategy) Number of Violence with injury incidents (ref COAG PCSP strategy) Levels of partnership and/or collaboration in delivery Service provided to vulnerable groups (ref PE Policing Plan) 	<ul style="list-style-type: none"> Reduced levels of physical, mental, financial and cyber abuse, in local communities
14. ASB	30,000	<ul style="list-style-type: none"> 1 x Addressing Anti Social Behaviour Programme developed & agreed by PCSP Relevant stakeholders identified, consulted and engaged in the development of programme 1 x Addressing Anti Social Behaviour Programme delivered and evaluated by March 2026 	<ul style="list-style-type: none"> No of recorded ASB incidents – ref DCC CS Strategy Level of ASB Behaviour Orders, Acceptable Behaviour Contracts & warning letters issued – ref DCC CS Strategy Perceptions of ASB and actual ASB (ref Crime Survey) – ref DCC CS Strategy 	<ul style="list-style-type: none"> Reduced levels of anti-social behaviour in local communities
15. Reducing Opportunities for Crime	17,000	<ul style="list-style-type: none"> 1 x Reducing opportunities for Crime Programme developed & agreed by PCSP Relevant stakeholders identified, consulted and engaged in the development of programme 1 x Reducing Opportunities for Crime Programme delivered and evaluated by March 2024 	<ul style="list-style-type: none"> Levels of recorded crime in rural & urban communities (ref DCC CS strategy) - No of Crime stops reported Reported crime levels Perceptions of night time economy No of farm safety partnerships No of Nightwatch ASB hot spots 	<ul style="list-style-type: none"> Reduction in the opportunities to commit crime in the rural and urban communities of COAG
16. Reducing the Fear of Crime	30,000	<ul style="list-style-type: none"> 1 x Reducing the Fear of Crime Programme developed & agreed by PCSP Relevant stakeholders (specifically those with existing remit and/or resources) identified, consulted and engaged in the development of programme 1 x Reducing Fear of Crime Programme delivered and evaluated by March 2024 	<ul style="list-style-type: none"> Level of community confidence in policing (ref Policing Plan) Fear of Crime (ref Crime Survey) 	<ul style="list-style-type: none"> Reduction in the fear of crime in the rural & urban communities of COAG
17. Community Resilience	0 (ref Res 10.00)	<ul style="list-style-type: none"> 1 x Targeted Intervention Programme, including offers for applications developed & agreed by PCSP Board 1 x Targeted Intervention Programme delivered and evaluated by March 2024 	<ul style="list-style-type: none"> Number of capacity building opportunities provided Number accessing capacity building opportunities Amount of additional funding raised by community groups to reach PCSP goals 	<ul style="list-style-type: none"> Increased skills, knowledge and confidence of local communities to deal with Policing and community safety issues
18. Crime CCTV	6/6	<ul style="list-style-type: none"> Targeted/wherever based on existing levels of provision Provision of a CCTV scheme in agreed town centre areas in Coleraine, Portadown & Portlough, including the provision, monitoring and maintenance of 23 cameras. 	<ul style="list-style-type: none"> KPIs to be included All incidents reports to be processed within 2 weeks Production of Annual Report 	<ul style="list-style-type: none"> Reduction in the fear of crime in the rural & urban communities of COAG Reduced levels of anti-social behaviour People deterred from engaging in ASB and crime
19. CCTV rural areas	3,000	<ul style="list-style-type: none"> Provision of a CCTV scheme in agreed town areas in Ballymoney FE, Ballyvaughan (B), Garraugh (G) & Killybegs (K), including the provision, monitoring capability and maintenance of cameras 	<ul style="list-style-type: none"> Meet the requirements of the Service Level Agreements (SLAs) Production of Annual Report 	<ul style="list-style-type: none"> Reduction in the fear of crime in the rural & urban communities of COAG Reduced levels of anti-social behaviour People deterred from engaging in ASB and crime
Total cost	295,000			
Cost Police	148,334			
Cost Res	146,666			

Red = High Priority; Orange = Medium Priority; Green = Low Priority

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PCSP 15-18 BUDGET Options

PCSP	DDJ	CCG	Total 15/16	% CCG Reduction	Total % Reduction	% priority actions delivered
As is-14/15	598,904	157,196	756,100	0%	0%	100%
Option 1	346,359	149,336	495,695	5%	35%	94%
Option 2	346,359	125,757	472,116	20%	38%	78%
Option 3	346,359	91,174	437,533	42%	42%	67%

Option 1 - deliver 17/18 priorities
 Option 2 - deliver 14/18 priorities
 Option 3 - deliver 12/18 priorities

DRAFT

Causeway Coast & Glens Shadow Council

To: Organisational Development Committee

Grant Funding Policy & Programmes

19th February 2015

For Decision – In Committee

2.0 Report to Committee

Linkage to Interim Corporate Plan	
Strategic Themes	Transition and Transformation Prosperity. Cohesive Community. Health and Wellbeing.
Lead Officer	<u>Richard Baker</u> Transitional Management Team - Leisure and Development Group Lead. Corporate Director - Coleraine Borough Council <u>Paul Beattie</u> Economic Development – Lead Officer
Cost: (If applicable)	

2.1 Grant Policy Position

2.11 Introduction

The Grant Funding Policy is built on a set of agreed principles and an understanding that:

- Grant funding awards are at the sole discretion of Council but will be dependent on the Council's available and agreed level of funding.
- Activities grant funded must be fully consistent with the strategic aims and priorities of the Causeway Coast & Glens Community Plan and the Council's Corporate Plan.
- Due regard will be given to equality considerations.
- All funding applications will be determined on their objective merits. No organisation is entitled to funding because it may have been granted funding in the past (or for any other reason).
- A consistent, customer focused process is required in relation to grant aid applications with relevant assessment and evaluation procedures with appropriate appeal and monitoring systems in place.
- Council must ensure proper, prudent and effective use of Public Money.
- Contracted services must be tendered in adherence to the Council's Procurement Process.

Eligibility for funding becomes unambiguous through five grant programmes. This allows Council to focus on supporting organisations to achieve their best and to meet clearly identified needs, which must all be bound by Council's strategic priorities.

Whilst it is recognised that funding should be targeted at the most deprived communities within the geographical area to be served by the new Causeway Coast & Glens District Council, it is equally important to ensure that small pockets of deprivation, particularly in rural areas are included. There is also an acknowledgement that wider economic and health & well-being benefit must be taken into consideration in determining the level and nature of funding.

2.12 Purpose

The four legacy councils currently grant-aid external groups and organisations to a sum of £690,000 each year. The procedures by which this is given is wide ranging – some through rigorous grant programmes, some through requests for funding.

Council is committed to distributing available grants fairly, efficiently and effectively. The purpose of this policy is to outline the Council's agreed approach to Grant Funding in relation to resourcing external bodies to assist in the delivery of its strategic priorities.

The prosperity of the Causeway Coast & Glens District is vital to the quality of life and well-being of the district and to ensure the further development of the economic, social and community infrastructure Causeway Coast & Glens Council offers a variety of funding to facilitate activities which develop and promote the district but also assist those who reside there.

This policy sets out Council's position regarding the distribution of grants from 2015-2017. This is in line with the range of funds which will be available for application, in the initial period of Council's existence.

This policy is written for the Council's officers and councillors and any who enquire about our policy and procedures. It applies to all dealings, whether formal or informal, between potential applicants and officers.

This policy clearly defines three broad terms: Donation, Grant and Contract for Services. This policy establishes a framework for the processing of grants, whilst clarifying that donations are the responsibility of the Mayor / Chairperson's fund. Any contract for services must adhere to the Council's procurement process.

2.13 Defining Grant Funding

Activities funded through grants must be fully consistent with the aims of Causeway Coast & Glens Community Plan and the Council's Corporate Plan.

'Making the most of our natural assets, we will provide inclusive, customer focused, innovative services, to shape our area for residents, workers and visitors.'

Three terms for funding are defined in this policy:

- **Donation.** Something that is given to a charity or deserving cause, without return consideration. This lack of return consideration means that, in common law, an agreement to make a donation is an "imperfect contract void for want of consideration.
- **Grant.** A grant is a financial transfer used to fund an activity that is in broad alignment with the funder's objectives. Grant-in-aid is a payment to finance the costs of a body operating at arm's length.
- **Contract for Services.** Where a level of service is defined and commissioned by the funding body outside the grants regime, this forms a conventional trading relationship established through procurement. Procurement is defined as being the acquisition of goods and services from third party suppliers under legally binding contractual terms where all the conditions necessary to form a legally binding contract have been met. Such acquisitions are for the direct benefit of the contracting authority, necessary for the delivery of the services it provides or for the running of its own business.

In summary: Regardless of the means by which grant funding is transferred or conferred upon a third party or arm's length organisation, the following principles, aims and objectives will apply. The policy acknowledges the need for a transparent and fair means of dispersing grant funding, while maintaining due diligence in the management of public monies.

2.14 Underpinning Principles

Regardless of the means by which grant funding is transferred or conferred upon a third party or arm's length organisation, the following principles, aims and objectives will apply. The policy acknowledges the need for a transparent and fair means of dispersing grant funding, while maintaining due diligence in the management of public monies.

The underpinning principles that have been identified are:

a. The Basic Funding Requirement is Based on defined need

The overarching principle is that of meeting local needs which have been identified and prioritised by Council or by others but acknowledged by Council. Any activity that cannot be shown to meet the following basic requirements should not be provided with funding:

- Have a clearly identified need, shaped around the needs of the ratepayer.
- Can deliver outcomes which meet this need.
- Deliver cost effective and high quality service provision, fitting with the purpose and remit of that funding.
- Be delivered by a credible organisation with the capacity to deliver the project as stated.
- Reflect the statutory remit of Causeway Coast & Glens Council, aligning with the Community Plan and the Council's Corporate Plan and relevant service plans of Council.

It is recognised however that in some cases needs will be identified which are not currently within Council's priorities or objectives. Flexibility needs to be provided as there may be justification for a review of corporate policies and strategies to include newly identified needs.

b. Accessibility

Information on all funding programmes will be available through the Council's website; occasionally, public advertising will be placed.

- Some assistance will be available in completing application forms.
- Paper and electronic forms will be made available.
- Where required, Council will make information and application forms available in other formats in line with Equality legislation.

c. Clarity

- Paperwork, guidelines and process should all be simple, straightforward transparent and easy to understand by applicants.
- Decisions taken by members should be clear and fall within the guidelines set out within each available funding stream.

d. Transparency, Equality and Accountability

- In terms of decision-making and process, Council must be able to justify any decisions, which have been taken by Members, and any rationale for decisions taken must be used as a basis for clearly showing why organisations are funding at a particular level.
- A right of appeal should be available to all applicants should an application be rejected.

In summary, a new funding policy should make it possible for the Council to be transparent about the funding decisions taken and the process used to reach those decisions.

2.15 Aims & Objectives

The overall aim of the funding policy is:

'To have a consistent, customer focused process with relevant assessment and evaluation procedures with appropriate appeal and monitoring systems in place.'

The objectives of this policy are to ensure that all funding and grants allocated will:

- Further the objectives as outlined within the Community Plan and Council's Corporate Plan.
- Target resources to meet identified needs.
- Maximise leverage (for example in kind contributions or match funding).
- Maximise sustainability (economic, environmental and social).

- Achieve greater accountability and openness.
- Ensure Equality and the promotion of Good Relations are considered in all applications in line with section 75 of the Northern Ireland Act 1998.
- Provide guidance to officers, members and voluntary and community organisations on policy for funding and support of local groups.

Applications received will be measured against these criteria and any specific criteria relating to individual grant streams. Weighting and scoring systems will be developed to ensure that all applications are treated consistently and fairly.

2.16 Availability of Funding

This policy only relates to funding that adheres to the following definition:

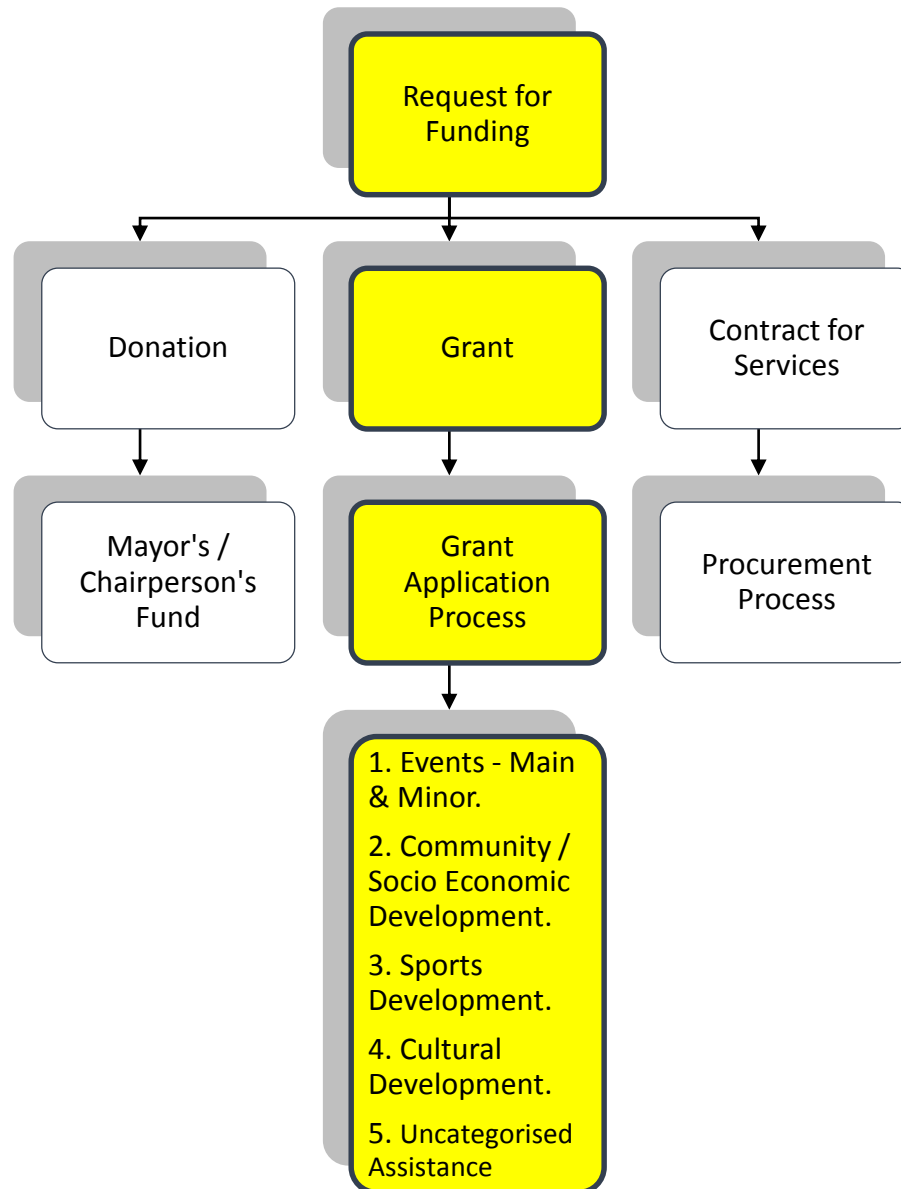
Grants - In line with the general note under Section 2, grants may be awarded through a variety of sources from within the Council.

This policy does not address the eligibility and process for:

Donations - Contributions to general appeals, charities and other one-off requests should be directed to the Mayor's / Chairperson's Fund. These will be awarded at the discretion of the Mayor / Chairperson guided by specific terms and conditions.

Contract for Services - Allocations made for the provision of services undertaken on behalf of Council will be made after appropriate procurement. For all such instances, members and officers should refer to the Procurement Policy.

General Funding Sources:



Following the completion of the annual budget setting process, various calls will be made each year seeking applications for grant funding. This will be done by way of public advertisement and via the Council's website. Other methods / formats may be used.

Details of how to apply, the level of grant aid available (all funding awards will be dependent on the Council's available level of funding) and the assessment criteria used will be reviewed annually (or as may be required) and information will be provided on the Council's website or by contacting the relevant Council Officer.

2.2 Grant Programmes Identified

As of 1 April 2015, the funding available directly from Council for the financial period 15/16, will be generally based upon previous funding provision and include the categories listed in table 1. Other categories may be added as the Council's funding capability is defined over the period 2015-17.

Table 1 – Grant Programmes Identified

Grant Category	Nature of the Grant	Total Grant Sum
Events	Both Major and Minor events – where Council works with recognised partners or local providers to provide events of local or regional importance	£264,000
Community / Socio Economic Development	Small scale support to local community, voluntary and socio-economic organisations	Currently £218,000, with additional funding to come from Economic Development when agreed
Sports	Grass roots sports development and assistance to individuals	£32,000
Culture, Arts & Heritage	Assistance to a variety of organisations in this field	£138,100
Uncategorised Assistance	Examples being Twinning and GADDA.	£34,720

This list does not include instances where Council seeks service delivery from a third sector or arm's length organisation for which procurement is best-value option.

2.3 The Process

Step	Action and materials required	Process	Additional Comments
Step 1	<p>Funding workshops</p> <p>Required:</p> <p>Presentation material</p> <p>Application form</p> <p>Business Plan pro-forma (for larger projects)</p>	<ul style="list-style-type: none"> • Explanation of process • Short presentation by staff • Number of workshops dependent on potential applicants • Potential for similar workshop for elected members, should they desire • Potential for applicants to receive a copy of a worked application • Publicity will be via the usual existing channels, media and online 	<p>A handout toolkit can be produced for those applicants who are not locally based.</p>
Step 2	<p>Completion of Application</p>	<ul style="list-style-type: none"> • Allows applicants to write about key information which may include: <ul style="list-style-type: none"> ○ Contact points ○ Fit with corporate plan aims, objectives or themes ○ Outline of event or project ○ Demonstrated need and research ○ Funding partnerships or matching funding ○ Ability of promoter to run project ○ Available reserves ○ Impact of project ○ Outline budget ○ Move towards ongoing sustainability 	<p>While in Year 1, the call for applications may be staggered, the following years could be administered as one call for all grant assistance.</p> <p>Due to the committee structure, may need up to two months for full passage through process and Council</p>

		<p>There will be an opportunity for an additional business plan pro-forma for projects requesting larger amounts.</p> <ul style="list-style-type: none"> • up to four weeks allowed for submission • Staff involved in assessment will not be in a position to assist with application 	
Step 3	<p>Assessment</p> <p>Required:</p> <p>Scoring material</p> <p>Relevant committee of Council for recommendation</p>	<ul style="list-style-type: none"> • Opening of applications, undertaken by the relevant officer in the presence of at least one other individual. • 65% pass mark required • The application is assessed only on the information contained with the form itself. • Marking scheme could be based on a 1-5 scale, as per existing tender scoring; for example: <ul style="list-style-type: none"> 0 The response does not address the criterion 1 The evaluator is not confident that the applicant understands the requirements covered by this criterion and/or will be able to satisfactorily meet the criterion requirements 2 The evaluator has some reservations whether the applicant understands the requirements covered by this criterion and/or will be able to satisfactorily complete the project ...and so forth • After assessment, findings will be presented to the relevant committee for recommendation on the basis of “yes”, “no”, or “defer for further information” 	Assessed by staff & recommendations to relevant committee
Step 4	<p>Appeals</p> <p>Required:</p> <p>Independent panel to consider written appeals</p>	<p>The recommended appeals process is based on that used in current EU programmes:</p> <p>“The purpose of the Review Procedure is to ensure that the decisions taken and procedures followed by Committees for individual applications are applied fairly and consistently.</p> <p>“The Review will provide an independent process through which an applicant will have the opportunity to demonstrate to the Review Panel that either:</p> <ul style="list-style-type: none"> • the outcome was unreasonable or • that the proper procedures were not followed. <p>“Appeals on any other ground will not be considered.”</p>	

Step 5	Ratification by full Council	Full Council will ratify decisions made by the relevant committee of Council and the Appeals Panel	All applicants will then be written to, with details of outcomes and, if necessary, details of appeals procedure
Step 6	Letter of offer issue Required: Letter of offer template Letter of offer visit material Claim Form Monitoring form	<ul style="list-style-type: none"> • Before the issue of a letter of offer, successful applicants can either be visited by an officer of Council or attend a workshop to go through the particulars of the letter of offer • The visit will also outline the monitoring and evaluation required of the project, as well as the claims process • The letter of offer must be signed and returned within one calendar month 	
Step 7	Claims and Monitoring	<ul style="list-style-type: none"> • Advance payments will be based on the system of risk, for example, like that employed by the Department for Social Development. • Claims will be paid on the basis of satisfactory progress against pre-agreed targets and the completion of monitoring • Flexibility will be built into the system to allow for reactive change in the project environment • Such changes will be presented to the relevant committee for agreement 	<p>Advance payments will be reserved for those groups with most need.</p> <p>Levels of delegation could be agreed for material changes to the letter of offer.</p>

2.4 Eligibility

There will also be specific eligibility criteria applying to individual funding programmes. Some criteria may be eligible to all, but equally some programmes may choose to make exclusions based on available funding and need.

Exclusions

Some exclusions will initially apply, unless specifically allowed for within specific funding sources:

- Individuals, unless within a bursary framework, or within the discretion of a Mayor's / Chairperson's Fund.
- Businesses and for-profit organisations where funding would contravene local government, State Aid rules or other legislation.
- Activities which are located outside of the District, unless in partnership with another local authority.
- Projects or activities which are delivered outside of the Council area and DO NOT meet the needs within the area.
- Activities which are discriminatory, political, or are classed as proselytizing in nature (convert or attempt to convert (someone) from one religion, belief, or opinion to another).

- General appeals.
- Those organisations who have substantial, demonstrable, reserves.
- Costs that can be claimed back from elsewhere eg VAT.
- Payments made to individual members of the applicant group or organisation
- Retrospective costs e.g. activities completed or costs incurred before the agreement of funding.
- Programmes or activities which are considered the core activity of national or regional government, Government Departments or arms-length body, such as health or education, unless allowed for by a specific funding source.
- Gifts and prizes.

2.5 Review of Policy

This policy will be reviewed as Community Planning initiatives emerge.

2.6 Related Procedures

This policy should be read in conjunction with any material relevant to the call for applications by individual funding streams.

2.7 Timescales

Subject to agreement by Council in February 2015, the following timescales will apply.

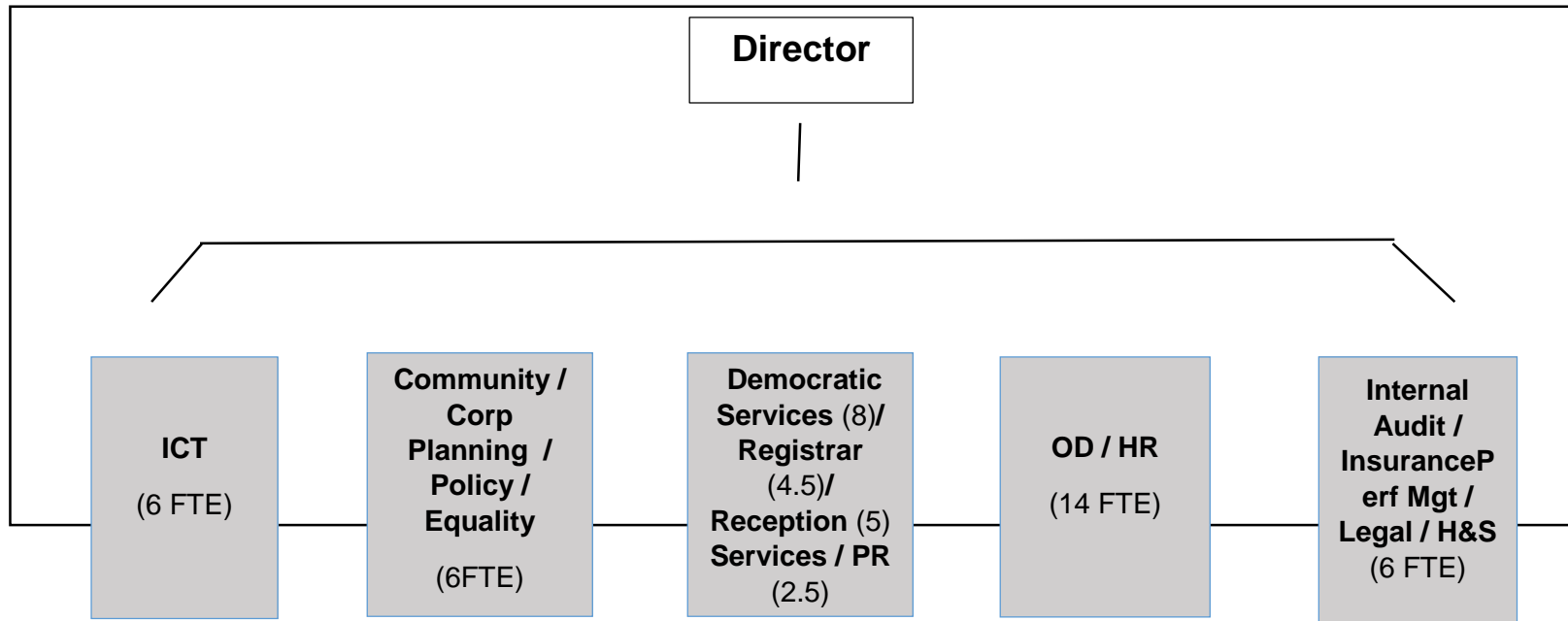
1. Priority will be given to those submissions in the first quarter of this financial period.
2. Advertisements and submissions will follow from March onwards and may be staggered in Year 1.
3. Evaluation and Awards from April onwards. Due to the committee structure, this may take up to two months for full passage through process and Council.

2.8 Recommendation

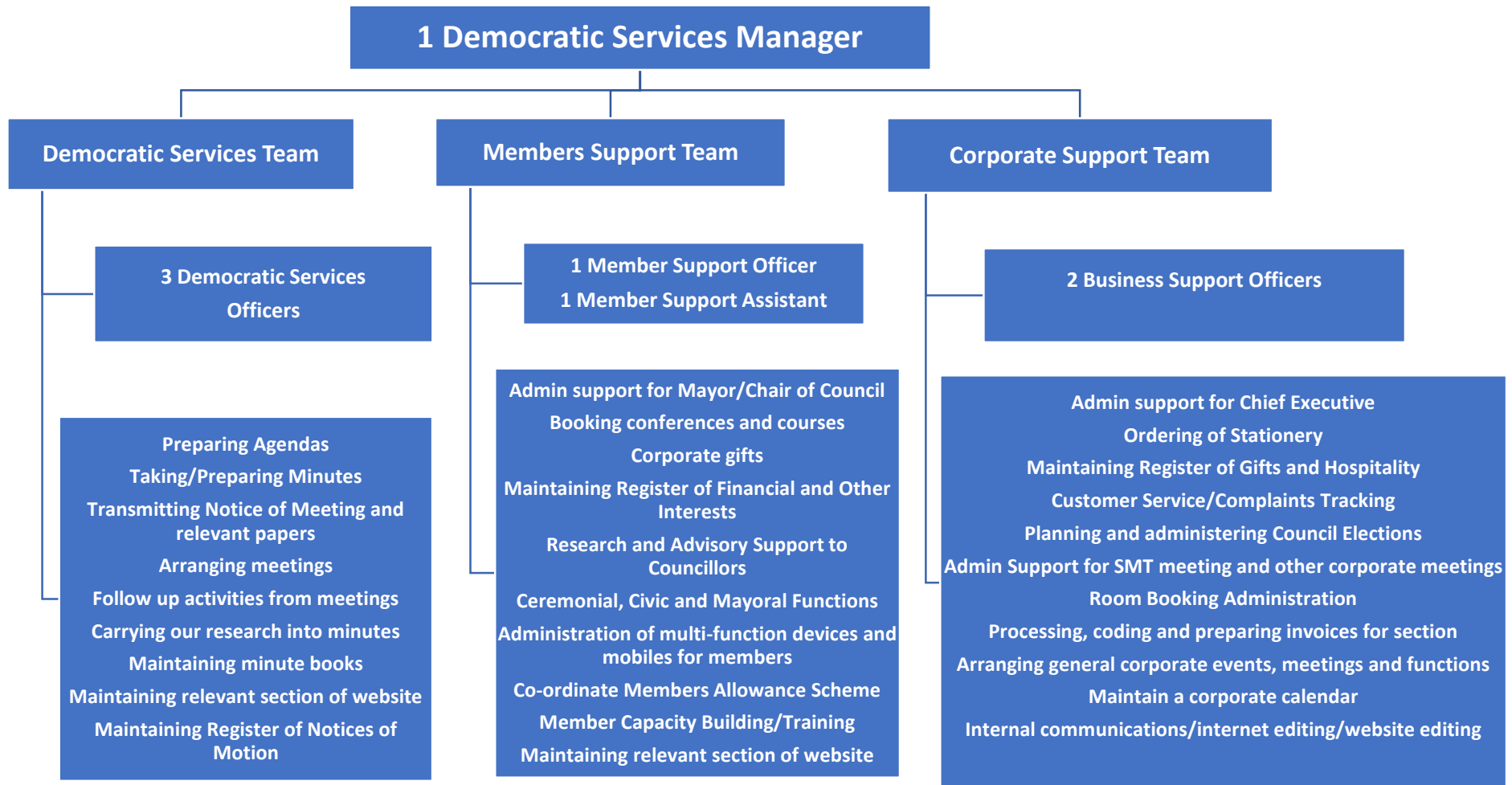
It is recommended to Council that:

1. The total sum of **£655,500** (14 / 15 sum £690,000 less 5%) is allocated for the purpose of grant funding for the financial period 1 April 2015 to the 31 March 2016.
2. Officers accelerate the process detailed at Section 2.3 for activities and events (and other identified need) that occur in the first quarter of the financial period 1 April 2015 to the 31 March 2016.
3. Notwithstanding Point 2, the Grant Funding Process and Programmes is implemented as presented.

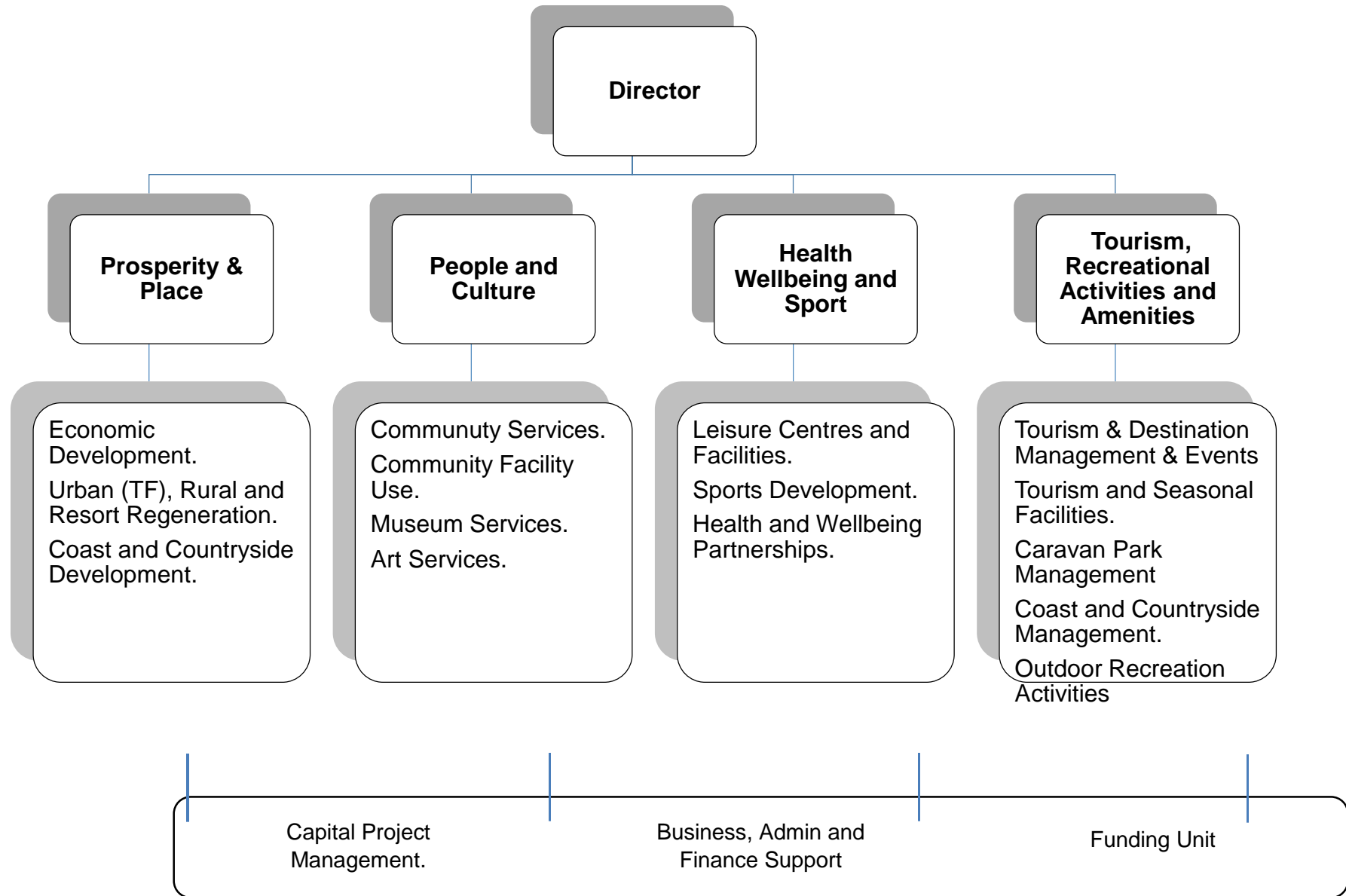
Option 4



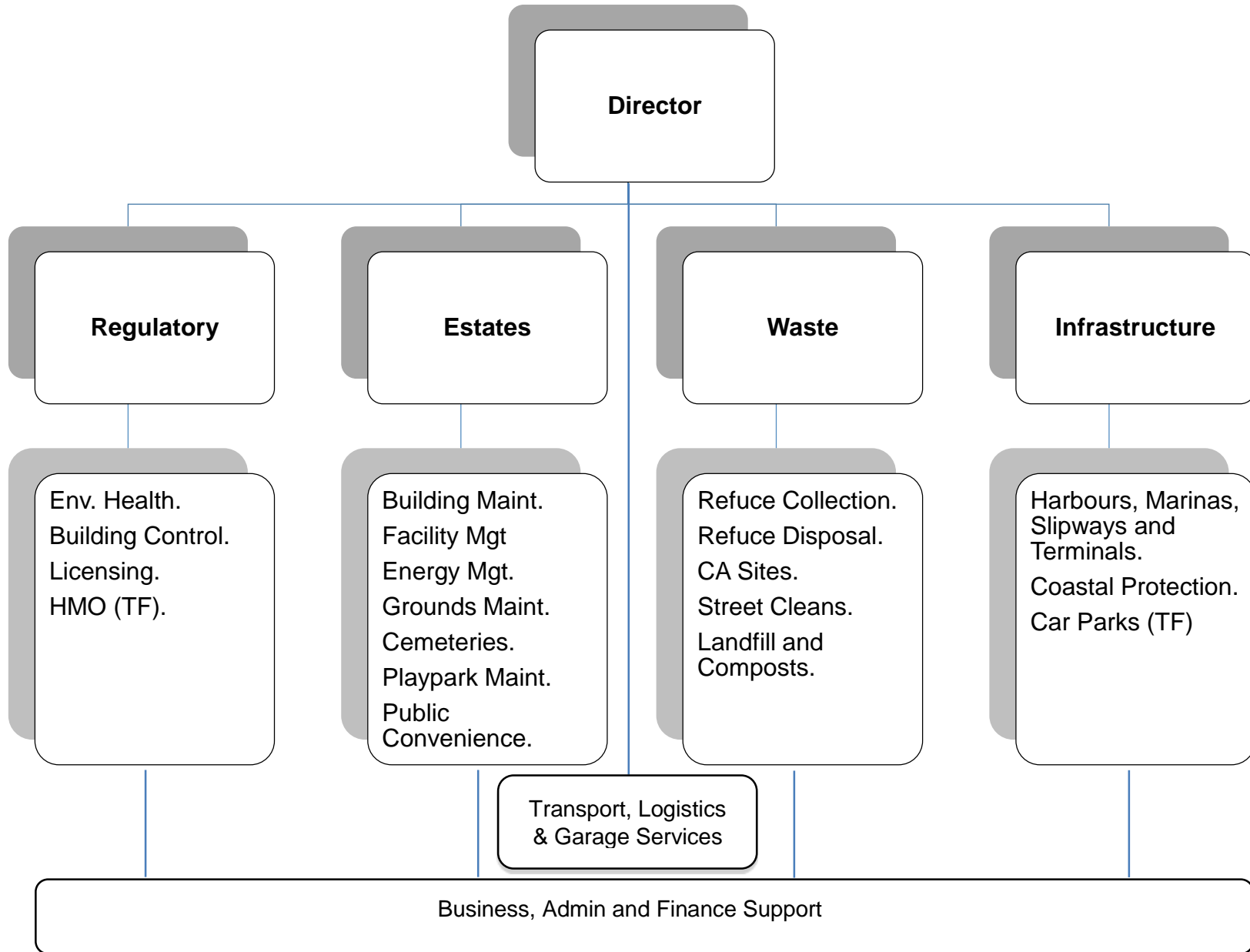
Structure B:



Option 4



Option B



Causeway Coast & Glens Shadow Council

To: Organisational Development Committee

For decision

1.0 Local Government Reform Joint Circulars/Pensions Discretions Policy

Linkage to Corporate Plan	
Strategic Priority	Transition and Transformation
Objective	Successful implementation of the Convergence Plan
Lead Officer	Sandra Kelly
Cost (if applicable)	Associated staff work to implement the Circulars issued by the LGRJF

2.0 Local Government Reform Joint Forum Circulars

The purpose of the Local Government Reform Joint Forum is to facilitate consultation and negotiation between Employer and Employee representatives on a range of Human Resource related matters. Membership comprises Trade Union side representatives from NIPSA, UNITE and GMB and Employer side representatives from the Northern Ireland Joint Council, Joint Negotiating Committee, Northern Ireland Civil Service, DSD and other transferring functions.

3.0 Summary of Previous Circulars Issued

A number of Circulars have already been issued and adopted by Council. These are summarised below:

Circular/Date	Title
Circular LGRJF/03 – October 2012	'Vacancy Control System Detailed Procedure'
Circular LGRFJ/04 – October 2012	'Model Terms of Reference and operating arrangements for Local Consultation and Negotiating Forums at Transition Committee Level'
Circular LGRJF/05 – April 2013	'RPA Staff Severance Scheme for Local Government' (replaced by Circular LGRJF/11)

Circular/Date	Title

Circular LGRJF/06 – April 2014	'Extension of Vacancy Control system to include potentially 'At Risk' posts
Circular LGRJF/07 – June 2014	'Scheme of Transfer for Local Government staff
Circular LGRJF/08 – July 2014	'Procedure for the Filling of Posts in the New Council structures and related guidance'
Circular LGRJF/09 – November 2014	'Code of Conduct for Local Government Employees'

4. Recent Circulars

We are now in receipt of the following Regional Circulars and guidance documents:

Circular LGRJF/10 – February 2015 '(name) Council Internal One Step Grievance Procedure to link with the RPA independent Third Party Dispute Resolution Procedure.' See Appendix 1

Circular LGRJF/11 – February 2015 'RPA Staff Severance Scheme for Local Government Staff.' See Appendix 2

Guidance on the Interpretation and application of the RPA Staff Severance Scheme Circular LGRJF/11 February 2015

5. Circular LGRJF/10 – February 2015 '(name) Council internal One Step Grievance Procedure link with the RPA independent Third Party Dispute Resolution procedure.' See Appendix 3

This procedure has been introduced to replace each of the legacy Council's grievance procedure in cases where there is either a claim of non-adherence to the transfer scheme associated with the transfer of functions, a dispute against the designated employer or in the case of a dispute in relation to a change in workplace location which has been made as a result of the implementation of Review of Public Administration decisions.

It is issued by the Local Government Staff Commission as a statutory recommendation for adoption by Councils with immediate.

Recommendation: It is recommended that Council adopt the Circular LGRJF/10 – February 2015, 'One step Grievance procedure link with the RPA independent Third Party Dispute Resolution procedure'.

6. Circular LGRJF/11 – February 2015 'RPA Staff Severance Scheme for Local Government Staff.

This revised Circular replaces Circular LGRJF/05 issued in April 2013. The RPA Scheme will apply specifically in cases of both voluntary and compulsory redundancy which is linked exclusively to the reform of Local Government. It applies to staff who are surplus under the new structures and who cannot be offered suitable alternative employment.

It is important to note that the scheme is based on the provisions of the Northern Ireland Executives 5th Guiding principle, and is underpinned by the Local Government Reorganisation (Compensation for Loss of Employment) Regulations (NI) 2015 which have not been issued and are currently being progressed by the Department of the Environment.

This revised scheme takes account of:

- (a) The provisions contained within Section 123 of the Local Government (NI) Act 2014 and
- (b) The provisions of the Local Government Pension Scheme Regulations (NI) 2015 which will take effect from April 2
- (c) 015.

The RPA Scheme will operate up to 31st December 2019, subject to monitoring by the Joint Forum.

Recommendation: It is recommended that Council adopt Circular LGRJF/11 – February 2015 ‘RPA Staff Severance Scheme for Local Government Staff’ and implement Staff Severance in accordance with the detail of the scheme.

7. Guidance on the Interpretation and application of the RPA Staff Severance Scheme LGRJF/11 February 2015

This Guidance has been developed to assist employers with the interpretation and application of the terms of the RPA Severance Scheme.

Recommended: It is recommended that Council apply this Guidance in the interpretation and application of the RPA Staff Severance Scheme as outlined above.

8. Local Government Pension Scheme Discretions

The new Local Government Pension Scheme (NI) 2015 requires employers to have a Policy Statement in place stating how they will exercise certain discretions under the new Pension Scheme, effective from April 2015.

The 2015 Pension Scheme stipulates a requirement for policies in four main areas, namely:

- Voluntary funding of additional pension via Shared Cost Additional Pension Contributions and awarding additional pension at whole cost to the employer;
- Switching on the 85 year rule for members voluntarily drawing benefits on or after age 55 and before age 60;
- Flexible retirement; and
- Waiving of actuarial reductions.

A policy in these areas must be forwarded to NILGOSC by 31st July 2015.

At this time it is necessary to have a Policy Statement in place for the purposes of implementing Circular LGRJF/11 – February 2015.

NILGOSC have provided appropriate wording, which the guidance document states, should be included by employers in their Policy statements for the purposes of implementing Circular LGRJF/11 – February 2015.

This wording is as follows:

'For redundancies which are being considered as part of the local government reform process under the RPA Staff Severance Scheme, the Local Government Act 2014 and the Local Government Reorganisation (Compensation for Loss of Employment) Regulations (Northern Ireland) 2015 the Council will adhere to the arrangements set out under the RPA Staff Severance Scheme.

In such circumstances the Additional Pension awarded will be up to the maximum permissible in the Local Government Pension Scheme Regulations (Northern Ireland) 2015 providing all costs associated with the severance package do not exceed the individual's gross annual salary costs multiplied by 3.25. Where an employee's costs do not fall within the 3.25 year payback period a reduced amount of Additional Pension may be awarded.

Additional Pension cannot be awarded to members who are being compensated under the terms of the Local Government (Early Termination of Employment (Discretionary Compensation) Regulations (Northern Ireland) 2007 except where the member exercises the option before their termination date and asks the council to use the value of their Compensation Payment (less the statutory element) to award Additional Pension as an alternative.

Recommendation: It is recommended that Council adopt the Local Government Pension Scheme Discretions as outlined within the Guidance Document, for the purposes of implementing Circular LGRJF/11 – February 2015. A further Discretions Policy will be brought back to council by 31st July 2015 outlining Councils positions in relation to the other discretionary areas outlined above.



CIRCULAR LGRJF/10 – FEBRUARY 2015

**(NAME) COUNCIL
INTERNAL ONE STEP GRIEVANCE PROCEDURE
TO LINK WITH RPA INDEPENDENT THIRD PARTY
DISPUTE RESOLUTION PROCEDURE**

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Appendix I

1.0 INTRODUCTION

- 1.1 This procedure applies to all employees who will move to a new organisation or to a new employer as a result of decisions of the Review of Public Administration and the reform of local government.
- 1.2 This procedure applies in place of and not in addition to the Council's grievance procedure in cases where there is either a claim of non-adherence to the transfer scheme associated with the transfer of functions, a dispute against the designated employer or in the case of a dispute in relation to a change in workplace location which has been made as a result of the implementation of Review of Public Administration decisions.
- 1.3 This procedure details the steps to be followed by an employee who raises a grievance and how the Council will take effective action to resolve the claim without unreasonable delay.
- 1.4 There are separate arrangements for the handling of RPA disputes in respect of pension provision.

2.0 CONTEXT

- 2.1 The procedure is based on the provisions of the Code of Practice on Disciplinary and Grievance Procedures issued by the Labour Relations Agency in April 2011.
- 2.2 Cognisance has also been taken of the RPA Code of Practice on Staff Transfers, specifically the RPA Independent Third Party Dispute Resolution Procedure: non-pension matters and RPA Independent Third Party Dispute Resolution Procedure: pensions. An extract is attached as Appendix 1. The full document can be accessed at http://www.pscni.gov.uk/compendium_of_guiding_principles.pdf

3.0 GENERAL PRINCIPLES

- 3.1 Any steps under this procedure shall be taken promptly unless there is good reason for delay. Any time limits in this procedure may be extended by the Council if it is reasonable to do so.
- 3.2 It is the aim of this procedure to resolve matters at the earliest practicable date and at the earliest stage possible, it is not anticipated that all grievances will go through all procedural steps.
- 3.3 Employees are entitled to be accompanied to a hearing by a Trade Union representative or work colleague. The Council will be sensitive to the needs of employees and in certain circumstances a request to be accompanied by a companion from a support organisation which has a special interest in assisting and supporting employees may be considered. Employees do not have the right to be accompanied by a legal representative.
- 3.4 Mediation may be available, subject to agreement of all parties involved in the grievance, including agreement on the choice of mediator.
- 3.5 Records must be kept of all stages of the grievance process.

Appendix I

- 3.6 All matters relating to a grievance will be treated as far as possible in strictest confidence between all parties involved. Any breach of this confidence without good reason may be subject to disciplinary action.
- 3.7 This procedure will be subject to the provisions of Data Protection and Freedom of Information legislation and disclosure for Industrial and Fair Employment Tribunals or other legal proceedings.
- 3.8 This procedure does not preclude an employee from pursuing their statutory rights under current legislation.
- 3.9 Employees will have the right of appeal to the RPA Independent Third Party Procedure as well as their right to be accompanied by a work colleague or represented by a trade union representative to the RPA third party procedure.

4.0 DETAILED GRIEVANCE PROCEDURE

- 4.1 If an employee wishes to raise a RPA related grievance they should put the grievance in writing making it clear that the grievance has arisen as a result of the implementation of the reform of local government and submit it to their Line Manager, who will inform the Council's Human Resource Department.
- 4.2 The employee will be invited to attend a grievance meeting as soon as reasonably practical and will be notified of this in writing, normally at least 10 working days in advance of the meeting. They will also be advised of their right to be accompanied by a trade union representative or work colleague.
- 4.3 In some situations it may be necessary to clarify the subject matter of the grievance in advance of conducting the grievance meeting. It may be appropriate to conduct some form of full and impartial investigation prior to the grievance meeting which may be completed by an independent person with technical expertise. The grievance investigation should be dealt with within 20 working days unless the parties agree otherwise.
- 4.4 Following the grievance meeting (or final grievance meeting if more than one is held) a summary record will be prepared and forwarded to the employee within 5 working days of the meeting. The employee will also be informed of their right of appeal to the RPA Independent Third Party Dispute Resolution Procedure.
- 4.5 Employees who appeal to the RPA Independent Third Party Dispute Resolution Procedure must lodge their appeal with the Labour Relations Agency within 6 weeks from the date of the conclusion of the internal grievance procedure.

APPENDIX 1

**EXTRACT FROM RPA CODE OF PRACTICE –
RPA INDEPENDENT THIRD PARTY DISPUTE RESOLUTION PROCEDURE**

5. RPA Independent Third Party Dispute Resolution: Non-Pension Matters

Interpretation

- 5.1 This guidance applies to all employees in the RPA Affected Group, who will move to new organisations or to a new employer as a result of decisions on the Review of Public Administration.
- 5.2 This guidance applies in cases where there is either a claim of non adherence to the transfer scheme associated with the transfer of functions, a dispute against the designated employer or in the case of a dispute in relation to a change in workplace location which has been made as a result of the implementation of Review of Public Administration decisions.
- 5.3 This guidance does not apply to the handling of RPA disputes in respect of pension provision. The handling of such disputes is outlined separately at paragraph 6.
- 5.4 Individual employers are reminded that they are required to operate an internal dispute resolution procedure which complies with statutory obligations including the statutory right of accompaniment. To facilitate a speedy resolution, employers are asked to ensure that RPA disputes relating to non-adherence to the transfer scheme associated with the transfer of functions, disputes against designated employer or disputes in relation to a change in workplace location which has been made as a result of the implementation of RPA decisions are dealt with by a decision making authority.
- 5.5 Employers are required to inform employees of their additional right of appeal to the RPA Independent Third Party Procedure as well as their right to be accompanied by a work colleague or represented by a trade union representative to the RPA third party procedure. Employers are reminded that the RPA Independent Third Party Procedure does not replace internal dispute resolution and all of the principle requirements of the internal process must continue to be met. Internal dispute procedures are to be exhausted before appeal to the RPA independent procedure. In organisations where grievance/dispute resolution procedures include a final stage which is independent/external, this final stage would be replaced by the RPA Independent Third Party Dispute Resolution Procedure.
- 5.6 Employees must be advised that the implementation of these procedures does not affect their right to lodge a claim with the Industrial Tribunal or Fair Employment Tribunal.

Appendix I

5.7 At the first stage of the internal dispute resolution procedure employees are required to indicate either:

A

- i) if and why they believe that their dispute relates to:
 - a) non-adherence to the transfer scheme associated with the transfer of functions; or
 - b) a change in workplace location which has been made as a result of the implementation of Review of Public Administration decisions;
- ii) what they consider would resolve the dispute; and
- iii) what they consider their material detriment to their existing terms and conditions to be; and, give an indication of their actual loss.

or:

B

- i) if and why they believe their dispute relates to designated employer;
- ii) what they consider would resolve the dispute; and
- iii) whether they consider that there is material detriment to their existing terms and conditions, and if so, give an indication of their actual loss. Employers must indicate to employees whether they consider a dispute fulfils the above criteria and thus can be taken to the RPA Independent Third Party Dispute Resolution. The employee may appeal an employer's decision, including appealing ultimately to the RPA Independent Third Party Dispute Resolution Procedure, in this regard. This could be either an individual or panel within the organisation.

5.8 The model for the RPA Independent Third Party Procedure is drawn from the principles applying to the Procedural Arbitrations provided by the Labour Relations Agency (LRA) for a range of public sector bodies together with the good practice elements of the statutory arbitration schemes. The RPA Independent Third Party Dispute Resolution Procedure will be a three person panel procedure; the Chair will be provided by the LRA, wing members will be nominees from public service employers and trade unions who will be trained through the LRA. For further information please refer to Annex 1.

5.9 Where a complaint is upheld, the panel will make a determination to the employer to remedy any deficiencies found. If the deficiencies cannot be remedied, the panel will fix an amount of compensation which reflects actual loss incurred. Employers will implement the panel's determination.

5.10 Employers must make employees aware that the LRA must receive their appeal within six weeks from the date of conclusion of internal dispute resolution. If an appeal is received by the LRA which is outside this time limit, the matter will be referred to an arbitrator who may extend the time limit if it is concluded, in all the circumstances of the case, that it was not reasonably practicable to lodge the appeal in time. The appeal will follow the process set out at paragraph 5.11 below.

Appendix I

- 5.11 The key features of the RPA Independent Third Party Dispute Resolution Procedure for non-pension matters are outlined below:
- i) the employee notifies the LRA and the employer, in writing, of the decision to appeal to the RPA Independent Third Party Dispute Resolution Procedure within the time limit outlined at paragraph 5.10;
 - ii) both parties send to the LRA Arbitration Secretary all relevant correspondence;
 - iii) the LRA appoints the panel who determines whether the appeal is within time, and that internal grievance/dispute resolution procedures have been exhausted;
 - iv) if the appeal fulfils the above criterion, the LRA Arbitration Secretary fixes a hearing date and the case is scheduled to be heard within six weeks from the date of conclusion of the internal dispute resolution;
 - v) if the appeal does not meet the criteria as set out in iii) above the LRA will notify both parties;
 - vi) written statements from both the employer and the employee must be submitted to the LRA Arbitration Secretary at least 2 weeks before the date of the hearing; and
 - vii) the case is heard and the panel's determination is sent to both parties within 10 working days of the hearing. This constitutes the end of the process and there is no further appeal through this mechanism.

6. RPA Independent Third Party Dispute Resolution: Pensions

Interpretation

- 6.1 This guidance applies to all employees in the RPA Affected Group, who will move to new organisations or to a new employer as a result of decisions on the Review of Public Administration and whose pension provision is transferred to another pension scheme as a result of that move.
- 6.2 This guidance applies in the handling of RPA appeals in respect of pension provision.
- 6.3 Individual employers are reminded that, by virtue of the Pensions (Northern Ireland) Order 1995, their pension schemes are required to operate an internal dispute resolution procedure for pensions – this is normally a two stage process. They should ask pension scheme trustees or managers to ensure that arrangements in place are capable of dealing with RPA related appeals and that scheme members have access to information on these arrangements.
- 6.4 Individual employers should ensure that arrangements are in place to provide for individual pension schemes to inform scheme members of their right of appeal to the RPA Independent Third Party Dispute Resolution Procedure for pension-related disputes as well as their right to be accompanied by a work colleague or represented by a trade union representative to the RPA third-party procedure by a work colleague or trade union representative. The RPA Independent Third-Party Dispute Resolution Procedure is in addition to internal dispute resolution for pensions (see 6.3) and all the principle requirements of the internal process must continue to be met. Internal dispute procedures are to be exhausted before appeal to the RPA Independent Third Party Dispute Resolution Procedure.

Appendix I

- 6.5 In line with current statutory provisions, claims of maladministration, if unresolved during internal dispute resolution, may be referred to third-party dispute resolution in the form of the Pensions Advisory Service. If it still remains unresolved the dispute can be further referred to the Pensions Ombudsman. This will therefore include claims in respect of maladministration where the claim has arisen as a result of RPA. The procedure detailed at paragraph 6.11, therefore, provides for RPA Independent Third Party Dispute Resolution Procedure where claims do not meet the criteria as laid down by the Pensions Ombudsman.
- 6.6 Scheme members should be made aware that the Pensions Ombudsman will normally only investigate a complaint within three years of the relevant act or omission or within three years of the date the scheme member knew or reasonably ought to have known of the act or omission happening.
- 6.7 The model for the RPA Independent Third Party Procedure is drawn from the principles applying to the Procedural Arbitrations provided by the LRA for range of public sector bodies together with the good practice elements of the statutory arbitration schemes. The RPA Independent Third Party Dispute Resolution Procedure will be a three person panel procedure; the Chair will be provided by the LRA, wing members will be nominees from public service employers and trade unions who will be trained through the LRA. For further information please refer to Annex 2.
- 6.8 Where a complaint is upheld, the panel will make a determination to the employer to remedy any deficiencies found. If the deficiencies cannot be remedied, the panel will fix an amount of compensation which reflects actual loss incurred. Employers will implement the panel's determination.
- 6.9 Employers must make employees aware that to bring forward an appeal they must do so within three years of the relevant act or omission or within three years of the date the scheme member knew or reasonably ought to have known of the act or omission happening. Employers must also make employees aware that the LRA must receive their appeal in writing within 6 weeks from the date of conclusion of internal dispute resolution. The parties will do all things necessary for the proper conduct of the appeal hearing. This includes complying with any orders or directions of the Panel and co-operating with the arrangements of the hearing.
- 6.10 The RPA Independent Third Party Process outlined at 6.11 does not cover disputes in respect of maladministration which are within the remit of the Pensions Advisory Service and the Pensions Ombudsman. For further information in relation to third party dispute resolution in this regard please see paragraphs 6.5 and 6.6 above.

Appendix I

- 6.11 The key features of the RPA Independent Third Party Procedure for pensions are outlined below:
- i) the employee notifies the LRA and the employer, in writing, of the decision to appeal to the RPA Independent Third Party Dispute Resolution Procedure within the time limit outlined at paragraph 6.9;
 - ii) both parties send to the LRA Arbitration Secretary all relevant correspondence;
 - iii) the LRA appoints the panel who determines whether the appeal is within time, and that internal grievance/dispute resolution procedures for pensions have been exhausted;
 - iv) if the appeal fulfils the above criterion, the LRA Arbitration Secretary fixes a hearing date and the case is scheduled to be heard within 6-8 weeks. Where necessary, the panel will appoint an actuary to independently assess the case and to provide them with a report and, where necessary, an assessment of the actions required. The cost of the actuary will be met by the respondent employer;
 - v) if the appeal does not meet the criteria as set out in iii) above, the LRA will notify both parties;
 - vi) written statements from both the employer and the employee must be submitted at least 2 weeks before the date of the hearing; and
 - vii) the case is heard and the panel's determination is sent to both parties within 10 working days of the hearing.
- This constitutes the end of the process and there is no further appeal through this mechanism.



CIRCULAR LGRJF/11 – FEBRUARY 2015

**RPA STAFF SEVERANCE SCHEME
FOR LOCAL GOVERNMENT STAFF**

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RPA STAFF SEVERANCE SCHEME FOR LOCAL GOVERNMENT

1.0 SCOPE AND PURPOSE

- 1.1 This RPA Staff Severance Scheme for Local Government (the RPA Scheme) has been agreed between the Employers' and Trade Union Side of the Local Government Reform Joint Forum (the Joint Forum) and will apply to all local government staff under the scope of the Joint Forum, ie:
- 26 district councils (including Environmental Health and Building Control Group Committees)
 - arc21 and SWaMP 2008 and the North West Region Waste Management Group
 - staff in the 11 new councils
 - Northern Ireland Housing Executive
 - Local Government Staff Commission for Northern Ireland
 - Other appropriate bodies as the Joint Forum may determine.
- 1.2 The RPA Scheme is based on the provisions of the Northern Ireland Executive's 5th Guiding Principle as recommended by the Public Service Commission's 'Voluntary Severance Arrangements' and represents the operationalisation of this Principle for the reform of the local government strand of RPA implementation.
- 1.3 The RPA Scheme will apply specifically in cases of both voluntary and compulsory redundancy (avoidance of compulsory redundancy is a necessary requirement to ensure the smooth transfer of staff to new organisations) which is linked exclusively to the reform of the local government strand of the RPA programme including Improvement Collaboration and Efficiency (ICE) implementation and will only apply to staff who are surplus under the new structures and who cannot be offered suitable alternative employment.
- 1.4 The RPA Scheme will only apply to situations where the termination meets the criteria of being in the financial and managerial interests of the service and organisational need, and it is anticipated that the RPA Scheme will have only minimal application.
- 1.5 New councils will be responsible for identifying and notifying those members of staff who have been approved to leave under the terms of the RPA Scheme. Decisions made in relation to non-RPA Severance after vesting day will be a matter for the new council.
- 1.6 No staff will be released before 01 April 2015 (vesting day) and payment will be made by the new councils.
- 1.7 The RPA Scheme will operate up to 31st December 2019, subject to monitoring by the Joint Forum.

Appendix I

1.8 This RPA Scheme also takes account of the provisions of:

1. Transfer of Undertakings (Protection of Employment) Regulations 2006
2. The Pensions (2008 No. 2 Act) (Commencement No. 9) Order (NI) 2012
3. Local Government Pension Scheme (NI) Regulations 2015
4. Local Government Pension Scheme (Amendment and Transitional Provisions) Regulations (NI) 2014
5. Local Government (Early Termination of Employment) (Discretionary Compensation) Regulations (NI) 2007 as amended
6. Employment Rights (Northern Ireland) Order 1996
7. Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order (Northern Ireland) 1999
8. NI Executive's Principles and Associated Recommendations as recommended by the Public Service Commission
9. The Local Government Act (Northern Ireland) 2014
10. Circular LGRJF/07 June 2014 Scheme of Transfer for Local Government Staff

The Local Government Act (NI) 2014, Section 123 requires the Department of the Environment to make regulations for the purpose of the payment of compensation for loss of office or diminution of emoluments.

The Department has indicated that this RPA Scheme will provide the basis for the Statutory Regulations, which are required under Section 123.

2.0 TERMS OF THE SCHEME

2.1 Entitlements

If, at the date of redundancy, you are:

- > **aged under 55**
- > **or aged over 55 but not a member of the Local Government Pension Scheme (NI) (LGPS (NI))**

You will be entitled to:

Option 1. An Enhanced Redundancy Payment

If you are under age 55 at the date of the redundancy and a member of the LGPS (NI), your benefits will be deferred to your normal retirement date-

If, at the date of redundancy, you are:

- > **aged 55 or over and**
- > **a member of the LGPS (NI)**

You will be entitled to:

Immediate Payment of Unreduced Pension Benefits, ie:

Members of the LGPS (NI) who are aged 55 or over at the date of redundancy are entitled to the immediate unreduced payment of their main LGPS (NI) benefits if made redundant or retired on the grounds of efficiency. The employer pays for this immediate release of unreduced benefits.

Appendix I

Plus the following options for enhancement of redundancy benefits by way of compensation:

Option 1. An Enhanced Redundancy Payment;

OR

Option 2. A Statutory Redundancy Payment plus Additional Pension.

(see 2.5 below for details of these Options)

2.2 Payback Period

All the costs associated with the severance package must not exceed the individual's annual salary cost multiplied by 3.25. This is the period during which the costs are recouped or paid back, ie:

- *Severance Package + Individual's Total Annual Salary Cost = 3.25 or less*

Severance Package Costs are:

- Redundancy Payment, ie, Statutory and Enhanced if applicable
- Capital Cost, ie, cost paid to pension provider for Early Payment of Unreduced Pension
- Additional Pension, ie, cost paid to pension provider if Additional Pension is awarded

Individual's Total Annual Salary Cost, at the point of offer, are:

- Gross Annual Salary
- Employer's National Insurance Contributions
- Employer's Pension Contributions

Where an individual's costs do not fall within the 3.25 year payback period, a reduced Enhanced Redundancy Payment or reduced award of Additional Pension may be negotiated.

2.3 Other Conditions

It is intended that all payments made under the terms of this RPA Scheme will be based on the maximum possible (based on their entitlements) for the individual subject to the 3.25 payback period.

Selection decisions will be made on the basis of the information available at the time, any subsequent recalculation of benefits etc. resulting from, for example, the implementation of the outcomes of a Single Status Pay and Grading Review will not alter the original decision.

2.4 Qualification for Redundancy Payments

To qualify for a redundancy payment an individual must be entitled to a redundancy payment under the Employment Rights (Northern Ireland) Order 1996, ie, be employed by one of the bodies at 1.1 above and have two years' continuous service with that body or continuous previous service with an Employer to which the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order (Northern Ireland) 1999 applies.

Appendix I

For clarification, those who transfer and subsequently compete and are successful in obtaining a local government post which at a later point becomes surplus as a consequence of RPA will have an entitlement for the purposes of this RPA Scheme to have all of their service counted as reckonable service.

Any payment will be based upon the employee's contractual weekly rate of pay, as at the "calculation date" for the purpose of calculating a redundancy payment.

Any benefit in kind, eg, the value of a leased car, will not be taken into account when determining the amount of a week's pay.

2.5 Details of Options 1. & 2.

OPTION 1. ENHANCED REDUNDANCY PAYMENT

An **Enhanced Redundancy Payment** is made up of two elements:

- i. Statutory Redundancy Payment as detailed in the Employment Rights (Northern Ireland) Order 1996

Plus

- ii. A Compensation Payment.

The Enhanced Redundancy Payment will be calculated as follows:

- i. The Statutory Redundancy Payment (based on a contractual week's pay) is calculated in accordance with the Employment Rights (Northern Ireland) Order 1996. A copy of a **Ready Reckoner** for calculating the number of weeks' pay due is attached as **Appendix 1**.
- ii. The Compensation Payment is calculated by applying a multiplier of **3.46** to the calculated Statutory Redundancy Payment (based on a contractual weeks' pay) to give the overall Enhanced Redundancy Payment, ie:
 - *Statutory Redundancy entitlement (comprising the number of weeks' pay due x contractual weekly rate of pay) = Statutory Redundancy Payment*
 - *Statutory Redundancy Payment (based on a contractual week's pay) x 3.46 = Overall Enhanced Redundancy Payment*
 - *Overall Enhanced Redundancy Payment - Statutory Redundancy Payment = Compensation Payment*

Note: The Enhanced Redundancy Payment is **inclusive** of the Statutory Redundancy Payment (i.e. an employee **will not** receive both an Enhanced Redundancy and a Statutory Redundancy Payment).

The Enhanced Redundancy Payment is subject to an overall **maximum of 104 weeks' pay** in total.

Converting the Compensation Payment into Additional Pension

Employees who receive an Enhanced Redundancy Payment on being made redundant and who are members of the LGPS (NI) will be given the option, before their termination date, of advising their employer that they wish to be awarded an additional amount of annual pension that is actuarially equivalent to the Compensation Payment that the employer would otherwise have made. The choice to be awarded annual pension must be exercised before the termination date.

An employer cannot split the Compensation Payment and award part as Additional Pension (up to the limit provided for under the LGPS (NI) 2015) and the balance as a lump sum Compensation Payment. An employer can only convert all (other than the statutory redundancy payment) or nothing.

The Additional Pension is for the member alone, ie, it does not enhance any dependants' benefits and may be actuarially reduced if drawn before normal pension age (the date at which the member would be entitled to receive their state pension).

Payback Period

All the costs associated with the Enhanced Redundancy Payment must not exceed the individual's annual salary cost multiplied by 3.25. (see 2.2 above)

Where an individual's costs do not fall within the 3.25 year payback period, a reduced Enhanced Redundancy Payment may be negotiated.

OPTION 2. STATUTORY REDUNDANCY PAYMENT + ADDITIONAL PENSION

This Option is only available to those who are members of the LGPS (NI) who are aged 55 or over at the date of redundancy and includes **Immediate Payment of Unreduced Pension Benefits**, ie:

Members of the LGPS (NI) who are aged 55 or over at the date of redundancy are entitled to the immediate unreduced payment of their LGPS (NI) benefits if made redundant or retired on the grounds of efficiency.

Statutory Redundancy Payment

Members choosing this Option will also receive a Statutory Redundancy Payment (based on a contractual week's pay) calculated in accordance with the Employment Rights (Northern Ireland) Order 1996 as detailed in Option 1 above.

Additional Pension

In addition to Immediate Payment of Unreduced Pension Benefits and a Statutory Redundancy Payment, an award of Additional Pension as allowed for under the LGPS (NI) Scheme, will be made at the leaving date, as an alternative to receiving the Enhanced Redundancy Payment as outlined at Option 1 above.

Employers will request an illustration of an individual's potential benefits relating to Additional Pension from the pension administrator NILGOSC and will discuss this with individuals. It is intended that all payments made under the terms of this RPA Scheme will be based on the maximum possible for the individual (based on their entitlements) subject to the 3.25 payback period.

Appendix I

An employer may award Additional Pension up to a maximum provided for in the LGPS (NI) 2015, per year. The Additional Pension is for the member alone, ie, it does not enhance dependants' benefits.

Payback Period

All the costs associated with the Severance Package must not exceed the individual's annual salary cost multiplied by 3.25. (see 2.2 above)

Where an individual's costs do not fall within the 3.25 year payback period, a reduced amount of Additional Pension, may be negotiated.

2.6 Calculation of Pension Benefits

Employers will request an illustration of an individual's benefits from the pension administrator NILGOSC.

2.7 Making a Choice

Any offer of a redundancy payment made to individuals must meet the conditions and criteria within this RPA Scheme. Where these are satisfied the individual will normally be given the choice of Option where applicable.

Whilst information will be made available to individuals to enable them to make decisions, it will be a decision for the employee, as to what they choose and it will be their responsibility to take appropriate independent advice as to the merits of their choice.

Whichever Option is chosen once a payment has been made the decision cannot be reversed.

2.8 Consideration of Applications for a Severance Payment

In all circumstances, a financial case for the payment of severance must be made by the appropriate employing council.

2.9 Criteria for Consideration of Applications

Consideration will be given in cases where there is a surplus of staff under the new structures who cannot all be offered suitable alternative employment and where a voluntary redundancy will avoid the need for compulsory redundancy in the particular group of surplus staff.

In these circumstances the following criteria will be applied:

- Least cost first whilst ensuring that essential skills and expertise are maintained.
- Prioritisation of requests will be based on available finance and the level of savings which will be delivered.
- All other relevant options have been considered including the potential for redeployment/retraining.

3.0 MONITORING THE POLICY

The impact of this policy will be monitored by the Joint Forum and any subsequent changes required will be consulted upon in the normal way.

Any disputes about the interpretation of the provisions of this RPA Scheme will be considered by the Joint Forum who will be the final arbiters.

APPENDIX 1

READY RECKONER TABLE FOR STATUTORY REDUNDANCY PAY

Service (Years)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Age (Years)																				
18 ^[1]	1	1%																		
19	1	1%	2																	
20	1	1%	2	2%																
21	1	1%	2	2%	3															
22	1	1%	2	2%	3	3%														
23	1%	2	2%	3	3%	4	4%													
24	2	2%	3	3%	4	4%	5	5%												
25	2	3	3%	4	4%	5	5%	6	6%											
26	2	3	4	4%	5	5%	6	6%	7	7%										
27	2	3	4	5	5%	6	6%	7	7%	8	8%									
28	2	3	4	5	6	6%	7	7%	8	8%	9	9%								
29	2	3	4	5	6	7	7%	8	8%	9	9%	10	10%							
30	2	3	4	5	6	7	8	8%	9	9%	10	10%	11	11%						
31	2	3	4	5	6	7	8	8%	9	9%	10	10%	11	11%	12	12%				
32	2	3	4	5	6	7	8	9	10	10%	11	11%	12	12%	13	13%				
33	2	3	4	5	6	7	8	9	10	11	11%	12	12%	13	13%	14	14%			
34	2	3	4	5	6	7	8	9	10	11	12	12%	13	13%	14	14%	15	15%		
35	2	3	4	5	6	7	8	9	10	11	12	13	13%	14	14%	15	15%	16	16%	
36	2	3	4	5	6	7	8	9	10	11	12	13	14	14%	15	15%	16	16%	17	17%
37	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15%	16	16%	17	17%	18
38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16%	17	17%	18	18%
39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17%	18	18%	19
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18%	19	19%
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19%	20%
42	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%	14%	15%	16%	17%	18%	19%	20%	20%
43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	21%
44	3	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%	14%	15%	16%	17%	18%	19%	20%	21%	21%
45	3	4%	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
46	3	4%	5	6	7%	8%	9%	10%	11%	12%	13%	14%	15%	16%	17%	18%	19%	20%	21%	22%
47	3	4%	5	6	7%	8	10	11	12	13	14	15	16	17	18	19	20	21	22	23
48	3	4%	5	6	7%	8	10%	11%	12%	13%	14%	15%	16%	17%	18%	19%	20%	21%	22%	23%
49	3	4%	5	6	7%	8	10%	12	13	14	15	16	17	18	19	20	21	22	23	24
50	3	4%	5	6	7%	8	10%	12	13%	14%	15%	16%	17%	18%	19%	20%	21%	22%	23%	24%
51	3	4%	5	6	7%	8	10%	12	13%	15	16	17	18	19	20	21	22	23	24	25
52	3	4%	5	6	7%	8	10%	12	13%	15	16%	17%	18%	19%	20%	21%	22%	23%	24%	25%
53	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19	20	21	22	23	24	25	26
54	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	20%	21%	22%	23%	24%	25%	26%
55	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	21	22	23	24	25	26	27
56	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	21	22%	23%	24%	25%	26%	27%
57	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	21	22%	24	25	26	27	28
58	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	21	22%	24	25%	26%	27%	28%
59	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	21	22%	24	25%	27	28	29
60	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	21	22%	24	25%	27	28%	29%
61 ^[2]	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	21	22%	24	25%	27	28%	30

18^[1] - It is possible that an individual could start to build up continuous service before age 16, but this is likely to be rare, and therefore we have started the table at age 18.

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

This table is an extract from booklet *ER3 Redundancy Entitlement Statutory Rights* published by the Department for Employment and Learning - www.delni.gov.uk/erpublications

LGRJF

facilitating local government reorganisation

**GUIDANCE ON THE
INTERPRETATION AND APPLICATION OF
THE RPA STAFF SEVERANCE SCHEME
CIRCULAR LGRJF/11 – FEBRUARY 2015**

February 2015

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1.0 CONTEXT

1.1 Purpose of the Guidance

This Guidance has been developed to assist employers with the interpretation and application of the terms of the **RPA Staff Severance Scheme as set out in Circular LGRJF/11 February 2015**.

This RPA Staff Severance Scheme is based on the provisions of the Northern Ireland Executive's 5th Guiding Principle, as recommended by the Public Service Commission¹, and is underpinned by the **Local Government Reorganisation (Compensation for Loss of Employment) Regulations (NI) 2015** currently being progressed by the Department of the Environment under Section 123 of the Local Government Act (NI) 2014.

Therefore this agreed Scheme is the only Scheme to be applied for redundancies which are being considered as part of the RPA local government reform process.

In the application of severance arrangements councils will need to make a clear distinction between severance cases which arise from decisions relating to the RPA local government reform process, within the lifetime of this RPA Staff Severance Scheme (from 01 April 2015 to 31 December 2019), and those which have been identified for other reasons.

1.2 Local Government Pension Scheme Discretions

The new Local Government Pension Scheme (NI) 2015 requires employers to have a Policy Statement in place stating how they will exercise certain discretions under the new Pension Scheme, effective from April 2015. Appendix 1 details wording provided by NILGOSC, to be included by employers in their Policy Statements for the purposes of implementing Circular LGRJF/11 – February 2015.

An employer may choose to apply different discretions for severances which arise for reasons other than RPA.

1.3 Application of the RPA Scheme

The RPA Scheme is intended to apply to staff who are surplus under the new structures and who cannot be offered suitable alternative employment, therefore it is anticipated that the RPA Scheme will have only minimal application.

It is recognised that changes may need to be made at all levels of the organisation and that there may be subsequent restructuring relating to RPA, therefore the RPA Scheme will remain in operation until 31 December 2019.

¹ The Compendium of the RPA Guiding Principles, Code of Practice and Guidance Notes can be found at http://www.pscrni.gov.uk/compendium_of_guiding_principles.pdf

Appendix I

1.8 This RPA Scheme also takes account of the provisions of:

1. Transfer of Undertakings (Protection of Employment) Regulations 2006
2. The Pensions (2008 No. 2 Act) (Commencement No. 9) Order (NI) 2012
3. Local Government Pension Scheme (NI) Regulations 2015
4. Local Government Pension Scheme (Amendment and Transitional Provisions) Regulations (NI) 2014
5. Local Government (Early Termination of Employment) (Discretionary Compensation) Regulations (NI) 2007 as amended
6. Employment Rights (Northern Ireland) Order 1996
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8. NI Executive's Principles and Associated Recommendations as recommended by the Public Service Commission
9. The Local Government Act (Northern Ireland) 2014
10. Circular LGRJF/07 June 2014 Scheme of Transfer for Local Government Staff

The Local Government Act (NI) 2014, Section 123 requires the Department of the Environment to make regulations for the purpose of the payment of compensation for loss of office or diminution of emoluments.

The Department has indicated that this RPA Scheme will provide the basis for the Statutory Regulations, which are required under Section 123.

2.0 TERMS OF THE SCHEME

2.1 Entitlements

If, at the date of redundancy, you are:

- > **aged under 55**
- > **or aged over 55 but not a member of the Local Government Pension Scheme (NI) (LGPS (NI))**

You will be entitled to:

Option 1. An Enhanced Redundancy Payment

If you are under age 55 at the date of the redundancy and a member of the LGPS (NI), your benefits will be deferred to your normal retirement date-

If, at the date of redundancy, you are:

- > **aged 55 or over and**
- > **a member of the LGPS (NI)**

You will be entitled to:

Immediate Payment of Unreduced Pension Benefits, ie:

Members of the LGPS (NI) who are aged 55 or over at the date of redundancy are entitled to the immediate unreduced payment of their main LGPS (NI) benefits if made redundant or retired on the grounds of efficiency. The employer pays for this immediate release of unreduced benefits.

Appendix I

Plus the following options for enhancement of redundancy benefits by way of compensation:

Option 1. An Enhanced Redundancy Payment;

OR

Option 2. A Statutory Redundancy Payment plus Additional Pension.

(see 2.5 below for details of these Options)

2.2 Payback Period

All the costs associated with the severance package must not exceed the individual's annual salary cost multiplied by 3.25. This is the period during which the costs are recouped or paid back, ie:

- *Severance Package + Individual's Total Annual Salary Cost = 3.25 or less*

Severance Package Costs are:

- Redundancy Payment, ie, Statutory and Enhanced if applicable
- Capital Cost, ie, cost paid to pension provider for Early Payment of Unreduced Pension
- Additional Pension, ie, cost paid to pension provider if Additional Pension is awarded

Individual's Total Annual Salary Cost, at the point of offer, are:

- Gross Annual Salary
- Employer's National Insurance Contributions
- Employer's Pension Contributions

Where an individual's costs do not fall within the 3.25 year payback period, a reduced Enhanced Redundancy Payment or reduced award of Additional Pension may be negotiated.

2.3 Other Conditions

It is intended that all payments made under the terms of this RPA Scheme will be based on the maximum possible (based on their entitlements) for the individual subject to the 3.25 payback period.

Selection decisions will be made on the basis of the information available at the time, any subsequent recalculation of benefits etc. resulting from, for example, the implementation of the outcomes of a Single Status Pay and Grading Review will not alter the original decision.

2.4 Qualification for Redundancy Payments

To qualify for a redundancy payment an individual must be entitled to a redundancy payment under the Employment Rights (Northern Ireland) Order 1996, ie, be employed by one of the bodies at 1.1 above and have two years' continuous service with that body or continuous previous service with an Employer to which the Redundancy Payments (Continuity of Employment in Local Government, etc.) (Modification) Order (Northern Ireland) 1999 applies.

Appendix I

For clarification, those who transfer and subsequently compete and are successful in obtaining a local government post which at a later point becomes surplus as a consequence of RPA will have an entitlement for the purposes of this RPA Scheme to have all of their service counted as reckonable service.

Any payment will be based upon the employee's contractual weekly rate of pay, as at the "calculation date" for the purpose of calculating a redundancy payment.

Any benefit in kind, eg, the value of a leased car, will not be taken into account when determining the amount of a week's pay.

2.5 Details of Options 1. & 2.

OPTION 1. ENHANCED REDUNDANCY PAYMENT

An **Enhanced Redundancy Payment** is made up of two elements:

- i. Statutory Redundancy Payment as detailed in the Employment Rights (Northern Ireland) Order 1996

Plus

- ii. A Compensation Payment.

The Enhanced Redundancy Payment will be calculated as follows:

- i. The Statutory Redundancy Payment (based on a contractual week's pay) is calculated in accordance with the Employment Rights (Northern Ireland) Order 1996. A copy of a **Ready Reckoner** for calculating the number of weeks' pay due is attached as **Appendix 1**.
- ii. The Compensation Payment is calculated by applying a multiplier of **3.46** to the calculated Statutory Redundancy Payment (based on a contractual weeks' pay) to give the overall Enhanced Redundancy Payment, ie:
 - *Statutory Redundancy entitlement (comprising the number of weeks' pay due x contractual weekly rate of pay) = Statutory Redundancy Payment*
 - *Statutory Redundancy Payment (based on a contractual week's pay) x 3.46 = Overall Enhanced Redundancy Payment*
 - *Overall Enhanced Redundancy Payment - Statutory Redundancy Payment = Compensation Payment*

Note: The Enhanced Redundancy Payment is **inclusive** of the Statutory Redundancy Payment (i.e. an employee **will not** receive both an Enhanced Redundancy and a Statutory Redundancy Payment).

The Enhanced Redundancy Payment is subject to an overall **maximum of 104 weeks' pay** in total.

Converting the Compensation Payment into Additional Pension

Employees who receive an Enhanced Redundancy Payment on being made redundant and who are members of the LGPS (NI) will be given the option, before their termination date, of advising their employer that they wish to be awarded an additional amount of annual pension that is actuarially equivalent to the Compensation Payment that the employer would otherwise have made. The choice to be awarded annual pension must be exercised before the termination date.

An employer cannot split the Compensation Payment and award part as Additional Pension (up to the limit provided for under the LGPS (NI) 2015) and the balance as a lump sum Compensation Payment. An employer can only convert all (other than the statutory redundancy payment) or nothing.

The Additional Pension is for the member alone, ie, it does not enhance any dependants' benefits and may be actuarially reduced if drawn before normal pension age (the date at which the member would be entitled to receive their state pension).

Payback Period

All the costs associated with the Enhanced Redundancy Payment must not exceed the individual's annual salary cost multiplied by 3.25. (see 2.2 above)

Where an individual's costs do not fall within the 3.25 year payback period, a reduced Enhanced Redundancy Payment may be negotiated.

OPTION 2. STATUTORY REDUNDANCY PAYMENT + ADDITIONAL PENSION

This Option is only available to those who are members of the LGPS (NI) who are aged 55 or over at the date of redundancy and includes **Immediate Payment of Unreduced Pension Benefits**, ie:

Members of the LGPS (NI) who are aged 55 or over at the date of redundancy are entitled to the immediate unreduced payment of their LGPS (NI) benefits if made redundant or retired on the grounds of efficiency.

Statutory Redundancy Payment

Members choosing this Option will also receive a Statutory Redundancy Payment (based on a contractual week's pay) calculated in accordance with the Employment Rights (Northern Ireland) Order 1996 as detailed in Option 1 above.

Additional Pension

In addition to Immediate Payment of Unreduced Pension Benefits and a Statutory Redundancy Payment, an award of Additional Pension as allowed for under the LGPS (NI) Scheme, will be made at the leaving date, as an alternative to receiving the Enhanced Redundancy Payment as outlined at Option 1 above.

Employers will request an illustration of an individual's potential benefits relating to Additional Pension from the pension administrator NILGOSC and will discuss this with individuals. It is intended that all payments made under the terms of this RPA Scheme will be based on the maximum possible for the individual (based on their entitlements) subject to the 3.25 payback period.

Appendix I

An employer may award Additional Pension up to a maximum provided for in the LGPS (NI) 2015, per year. The Additional Pension is for the member alone, ie, it does not enhance dependants' benefits.

Payback Period

All the costs associated with the Severance Package must not exceed the individual's annual salary cost multiplied by 3.25. (see 2.2 above)

Where an individual's costs do not fall within the 3.25 year payback period, a reduced amount of Additional Pension, may be negotiated.

2.6 Calculation of Pension Benefits

Employers will request an illustration of an individual's benefits from the pension administrator NILGOSC.

2.7 Making a Choice

Any offer of a redundancy payment made to individuals must meet the conditions and criteria within this RPA Scheme. Where these are satisfied the individual will normally be given the choice of Option where applicable.

Whilst information will be made available to individuals to enable them to make decisions, it will be a decision for the employee, as to what they choose and it will be their responsibility to take appropriate independent advice as to the merits of their choice.

Whichever Option is chosen once a payment has been made the decision cannot be reversed.

2.8 Consideration of Applications for a Severance Payment

In all circumstances, a financial case for the payment of severance must be made by the appropriate employing council.

2.9 Criteria for Consideration of Applications

Consideration will be given in cases where there is a surplus of staff under the new structures who cannot all be offered suitable alternative employment and where a voluntary redundancy will avoid the need for compulsory redundancy in the particular group of surplus staff.

In these circumstances the following criteria will be applied:

- Least cost first whilst ensuring that essential skills and expertise are maintained.
- Prioritisation of requests will be based on available finance and the level of savings which will be delivered.
- All other relevant options have been considered including the potential for redeployment/retraining.

3.0 MONITORING THE POLICY

The impact of this policy will be monitored by the Joint Forum and any subsequent changes required will be consulted upon in the normal way.

Any disputes about the interpretation of the provisions of this RPA Scheme will be considered by the Joint Forum who will be the final arbiters.

APPENDIX 1

READY RECKONER TABLE FOR STATUTORY REDUNDANCY PAY

Service (Years)	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Age (Years)																				
18 ^[1]	1	1%																		
19	1	1%	2																	
20	1	1%	2	2%																
21	1	1%	2	2%	3															
22	1	1%	2	2%	3	3%														
23	1%	2	2%	3	3%	4	4%													
24	2	2%	3	3%	4	4%	5	5%												
25	2	3	3%	4	4%	5	5%	6	6%											
26	2	3	4	4%	5	5%	6	6%	7	7%										
27	2	3	4	5	5%	6	6%	7	7%	8	8%									
28	2	3	4	5	6	6%	7	7%	8	8%	9	9%								
29	2	3	4	5	6	7	7%	8	8%	9	9%	10	10%							
30	2	3	4	5	6	7	8	8%	9	9%	10	10%	11	11%						
31	2	3	4	5	6	7	8	8%	9	9%	10	10%	11	11%	12	12%				
32	2	3	4	5	6	7	8	9	10	10%	11	11%	12	12%	13	13%				
33	2	3	4	5	6	7	8	9	10	11	11%	12	12%	13	13%	14	14%			
34	2	3	4	5	6	7	8	9	10	11	12	12%	13	13%	14	14%	15	15%		
35	2	3	4	5	6	7	8	9	10	11	12	13	13%	14	14%	15	15%	16	16%	
36	2	3	4	5	6	7	8	9	10	11	12	13	14	14%	15	15%	16	16%	17	
37	2	3	4	5	6	7	8	9	10	11	12	13	14	15	15%	16	16%	17	17%	
38	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	16%	17	17%	18	
39	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	17%	18	18%	
40	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	18%	19	
41	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	19%	
42	2%	3%	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%	14%	15%	16%	17%	18%	19%	20%	
43	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
44	3	4%	5%	6%	7%	8%	9%	10%	11%	12%	13%	14%	15%	16%	17%	18%	19%	20%	21%	
45	3	4%	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
46	3	4%	5	6	7%	8%	9%	10%	11%	12%	13%	14%	15%	16%	17%	18%	19%	20%	21%	22%
47	3	4%	5	6	7%	8	10	11	12	13	14	15	16	17	18	19	20	21	22	23
48	3	4%	5	6	7%	8	10%	11%	12%	13%	14%	15%	16%	17%	18%	19%	20%	21%	22%	23%
49	3	4%	5	6	7%	8	10%	12	13	14	15	16	17	18	19	20	21	22	23	24
50	3	4%	5	6	7%	8	10%	12	13%	14%	15%	16%	17%	18%	19%	20%	21%	22%	23%	24%
51	3	4%	5	6	7%	8	10%	12	13%	15	16	17	18	19	20	21	22	23	24	25
52	3	4%	5	6	7%	8	10%	12	13%	15	16%	17%	18%	19%	20%	21%	22%	23%	24%	25%
53	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19	20	21	22	23	24	25	26
54	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	20%	21%	22%	23%	24%	25%	26%
55	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	21	22	23	24	25	26	27
56	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	21	22%	23%	24%	25%	26%	27%
57	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	21	22%	24	25	26	27	28
58	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	21	22%	24	25%	26%	27%	28%
59	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	21	22%	24	25%	27	28	29
60	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	21	22%	24	25%	27	28%	29%
61 ^[2]	3	4%	5	6	7%	8	10%	12	13%	15	16%	18	19%	21	22%	24	25%	27	28%	30

18^[1] - It is possible that an individual could start to build up continuous service before age 16, but this is likely to be rare, and therefore we have started the table at age 18.

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

This table is an extract from booklet *ER3 Redundancy Entitlement Statutory Rights* published by the Department for Employment and Learning - www.delni.gov.uk/erpublications

LGRJF

facilitating local government reorganisation

**GUIDANCE ON THE
INTERPRETATION AND APPLICATION OF
THE RPA STAFF SEVERANCE SCHEME
CIRCULAR LGRJF/11 – FEBRUARY 2015**

February 2015

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1.0 CONTEXT

1.1 Purpose of the Guidance

This Guidance has been developed to assist employers with the interpretation and application of the terms of the **RPA Staff Severance Scheme as set out in Circular LGRJF/11 February 2015**.

This RPA Staff Severance Scheme is based on the provisions of the Northern Ireland Executive's 5th Guiding Principle, as recommended by the Public Service Commission¹, and is underpinned by the **Local Government Reorganisation (Compensation for Loss of Employment) Regulations (NI) 2015** currently being progressed by the Department of the Environment under Section 123 of the Local Government Act (NI) 2014.

Therefore this agreed Scheme is the only Scheme to be applied for redundancies which are being considered as part of the RPA local government reform process.

In the application of severance arrangements councils will need to make a clear distinction between severance cases which arise from decisions relating to the RPA local government reform process, within the lifetime of this RPA Staff Severance Scheme (from 01 April 2015 to 31 December 2019), and those which have been identified for other reasons.

1.2 Local Government Pension Scheme Discretions

The new Local Government Pension Scheme (NI) 2015 requires employers to have a Policy Statement in place stating how they will exercise certain discretions under the new Pension Scheme, effective from April 2015. Appendix 1 details wording provided by NILGOSC, to be included by employers in their Policy Statements for the purposes of implementing Circular LGRJF/11 – February 2015.

An employer may choose to apply different discretions for severances which arise for reasons other than RPA.

1.3 Application of the RPA Scheme

The RPA Scheme is intended to apply to staff who are surplus under the new structures and who cannot be offered suitable alternative employment, therefore it is anticipated that the RPA Scheme will have only minimal application.

It is recognised that changes may need to be made at all levels of the organisation and that there may be subsequent restructuring relating to RPA, therefore the RPA Scheme will remain in operation until 31 December 2019.

¹ The Compendium of the RPA Guiding Principles, Code of Practice and Guidance Notes can be found at http://www.pscrni.gov.uk/compendium_of_guiding_principles.pdf

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2.0 SUMMARY OF THE RPA SCHEME BENEFITS

The Table below summarises the benefits that are available under the Scheme, further details on each component can be found on Page 4 of the Circular, paragraph 2.5 'Details of Options 1. & 2.'

Table 1 - Summary of RPA Scheme Benefits

TYPE OF EMPLOYEE INCLUDING AGE AT DATE OF REDUNDANCY	RPA SCHEME BENEFITS				
	1	2	3	4	5
	Statutory Redundancy Payment based on a contractual week's pay	Pension Benefits total membership accrued at the date of leaving	Compensation Payment by applying a multiplier of 3.46 to the Statutory Redundancy Payment	Additional Pension Individual may choose to buy additional pension using their Compensation Payment	Additional Pension awarded by employer instead of a Compensation Payment
Under 55 and <u>not</u> a member of the LGPS (NI)	✓		✓ <i>Option 1</i>		
	Total payment is subject to an overall maximum of 104 weeks' pay in total Total cost to employer must not exceed the 3.25 payback period				
Under 55 and a member of the LGPS (NI)	✓	Pension is deferred i.e. payable at normal retirement age	✓ <i>Option 1</i>	✓ <i>Option 1</i>	
	Total payment is subject to an overall maximum of 104 weeks' pay in total Total cost to employer must not exceed the 3.25 payback period				
55 or over and <u>not</u> a member of the LGPS (NI)	✓		✓ <i>Option 1</i>		
	Total payment is subject to an overall maximum of 104 weeks' pay in total Total cost to employer must not exceed the 3.25 payback period				
55 or over and a member of the LGPS (NI)	✓	Unreduced pension benefits are paid immediately	✓ <i>Option 1</i>	✓ <i>Option 1</i>	
	OR				✓ <i>Option 2</i>
	Total cost to employer must not exceed the 3.25 payback period				

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3.0 TABLE 1 – NOTES RELATING TO THE RPA SCHEME BENEFITS

3.1 Statutory Redundancy Payment (column 1 of Table 1)

For the purposes of this RPA Scheme the Statutory Redundancy Payment is based on a contractual week's pay and is calculated with reference to the Ready Reckoner (attached as Appendix 1 to the RPA Scheme).

Page 4 of Circular LGRJF/11, paragraph 2.5 i 'Statutory Redundancy Payment' refers.

3.2 Pension Benefits (column 2 of Table 1)

- If the employee is under 55 at the date of the redundancy and a member of the LGPS (NI); payment of their pension benefits for their total membership in the Scheme up to the date of redundancy will be deferred to their normal retirement date.
- If the employee is aged 55 or over at the date of redundancy and is a member of the LGPS (NI); they will be entitled to the immediate unreduced payment of their pension benefits (early release of pension) built up to the date of redundancy, if released under this RPA Scheme.

Page 2 of Circular LGRJF/11, paragraph 2.1 'Entitlements' refers.

3.3 Compensation Payment (column 3 of Table 1)

The Compensation Payment is calculated by applying a multiplier of 3.46 to the Statutory Redundancy Payment (based on a contractual week's pay).

The Compensation Payment plus the Statutory Redundancy Payment (based on a contractual week's pay) forms the overall Enhanced Redundancy Payment i.e. Option 1 within the RPA Scheme.

The Enhanced Redundancy Payment is subject to an overall maximum of 104 weeks' pay in total.

Page 4 of Circular LGRJF/11, paragraph 2.5 ii 'A Compensation Payment' refers.

3.4 Additional Pension (Option 1) (column 4 of Table 1)

Employees who receive an Enhanced Redundancy Payment (Option 1) and are members of the LGPS (NI) may choose to buy Additional Pension using their Compensation Payment, subject to the agreement of their employer. The Statutory Redundancy Payment cannot be used to buy Additional Pension.

Individuals should be informed by their employer of the option of buying additional annual pension equivalent to their Compensation Payment before their termination date.

Page 4 of Circular LGRJF/11, Option 1 'Converting the Compensation Payment into Additional Pension' refers.

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3.5 Additional Pension (Option 2) (column 5 of Table 1)

Under Option 2, and in addition to the Statutory Redundancy Payment, award of Additional Pension by the employer is allowed as an alternative to receiving the Compensation Payment for employees, who are aged 55 and over, and who are members of the LGPS (NI) at the date of redundancy.

An employer may award Additional annual Pension up to the maximum permissible in the Local Government Pension Scheme Regulations (Northern Ireland) 2015 providing all costs associated with the severance package do not exceed the individual's gross annual salary costs multiplied by 3.25.

Page 5 of Circular LGRJF/11, Option 2 'Additional Pension' refers.

4.0 WORKED EXAMPLES

Worked examples reflecting the practical application of the various options within the Scheme as set out in Table 1 are attached for information in Appendix 2. These summary examples have been prepared with the assistance of NILGOSC.

5.0 COMMUNICATION WITH THE EMPLOYEE

The employer is responsible for providing employees with sufficient information, including illustrations of the benefits payable from NILGOSC, to assist them to make an informed decision, when exercising their various options under the Scheme. Whilst this information will be made available on an individual basis, it is solely a decision for the employee as to how they exercise their various options under the Scheme.

It should be noted that for some individuals there are multiple options available to them under the Scheme, but it is their sole responsibility to seek appropriate, independent advice as to the merits of their choice.

Page 6 of Circular LGRJF/11, Section 2.7 'Making a Choice' refers.

6.0 FINAL DECISIONS BY THE EMPLOYER

In all circumstances, a financial case for the payment of severance must be approved by the appropriate employing council. (See Circular LGRJF/11, paragraphs 2.8 'Consideration of Applications for a Severance Payment' and 2.9 'Criteria for Consideration of Applications'.)

In doing so particular attention should be given to the following criteria:

- All other relevant options have been considered including the potential for redeployment/ retraining.
- Prioritisation of requests should be based on available finance and the level of savings which will be delivered.
- Least cost first; whilst ensuring that essential skills and expertise are maintained.

The employer will be responsible for advising each individual under consideration of final decisions reached.

LOCAL GOVERNMENT PENSION SCHEME DISCRETIONS

The following draft wording has been suggested by NILGOSC, to be included by employers in their policy statements on discretions for the purposes of implementing Circular LGRJF/11 – February 2015 (Page 1, paragraph 1.2 of this Guidance refers):

"For redundancies which are being considered as part of the local government reform process under the RPA Staff Severance Scheme, the Local Government Act 2014 and the Local Government Reorganisation (Compensation for Loss of Employment) Regulations (Northern Ireland) 2015 the Council will adhere to the arrangements set out under the RPA Staff Severance Scheme.

In such circumstances the Additional Pension awarded will be up to the maximum permissible in the Local Government Pension Scheme Regulations (Northern Ireland) 2015 providing all costs associated with the severance package do not exceed the individual's gross annual salary costs multiplied by 3.25. Where an employee's costs do not fall within the 3.25 year payback period a reduced amount of Additional Pension may be awarded.

Additional Pension cannot be awarded to members who are being compensated under the terms of the Local Government (Early Termination of Employment) (Discretionary Compensation) Regulations (Northern Ireland) 2007 except where the member exercises the option before their termination date and asks the council to use the value of their Compensation Payment (less the statutory element) to award Additional Pension as an alternative."

SUMMARY ILLUSTRATED EXAMPLES

Please note that these summary examples are provided by way of illustration only.

More detailed calculations are included in NILGOSC Circular 11/2014, dated 20 October 2014, entitled 'Review of Public Administration (RPA) Staff Severance Scheme for Local Government'.

For all examples a leaving date of 30 June 2015 is assumed.

Example 1Individual under 55 and not a member of the LGPS (NI)

Male aged 35, pay £30,000
6 years' service

Benefits	Type of benefits payable
Statutory Redundancy	$£30,000 \times 7/365 \times 6 = £3,452$
Enhanced Redundancy	$£3,452 \times 3.46 = £11,944.10$
Compensation Payment	$£11,944.10 - £3,452 = \mathbf{£8,492.10}$

Enhanced Redundancy is less than 104 weeks' pay

Example 2Individual under 55 and a member of the LGPS (NI)

Male aged 35, pay £30,000
6 years' service

Benefits	Type of benefits payable
Statutory Redundancy	$£30,000 \times 7/365 \times 6 = £3,452$
Enhanced Redundancy	$£3,452 \times 3.46 = £11,944.10$
Compensation Payment	$£11,944.10 - £3,452 = \mathbf{£8,492.10}$
Additional Pension	The Factors required for calculations of Additional Pension in relation to those individuals under 55 were not available at the time of preparation of this guidance. Specific calculations would be required for each individual.
Total LGPS (NI) Annual Pension	£3,028.00 (Deferred until the member's normal retirement age)

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Example 3

Individual 55 or over and not a member of the LGPS (NI) (Option 1)

Male aged 60, pay £30,000
12 years' service

Benefits	Type of benefits payable
Statutory Redundancy	$£30,000 \times 7/365 \times 18 = £10,356$
Enhanced Redundancy	$£10,356 \times 3.46 = £35,831.76$
Compensation Payment	$£35,831.76 - £10,356 = \mathbf{£25,475.76}$

Enhanced Redundancy is less than 104 weeks' pay

Example 4

Individual 55 or over choosing to buy additional pension using Compensation Payment (Option 1)

Female aged 55, pay £66,000
31 years 270 days' membership of LGPS (NI)

Standard Benefits	Type of benefits payable
Statutory Redundancy	$£66,000 \times 7/365 \times 27 = £34,175.25$
Enhanced Redundancy	$£34,175.25 \times 3.46 = £118,246.36$
Compensation Payment	$£118,246.36 - £34,175.25 = \mathbf{£84,071.11}$
Additional Pension	£84,071.11 will buy £3,860 annual Additional Pension
Total LGPS (NI) Annual Pension	£32,032.00

Annual Salary Cost	£
Salary	66,000
Pension Contributions (20.0%)	13,200
Employer NI (2014/15)	6,845
Total Annual Salary Cost	86,045
Total Annual Salary Cost x 3.25	279,646

Redundancy Cost to the Employer	£
Capital Cost	124,489.71
Additional Pension	84,071.11
Statutory Redundancy	34,175.25
Compensation Payment	0
Total Redundancy Cost	242,736.07

Enhanced Redundancy is less than 104 weeks' pay
Total redundancy cost does not exceed total annual salary cost x 3.25

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Example 5

Individual 55 or over and a member of the LGPS (NI) awarded Additional Pension by the employer instead of a Compensation Payment (Option 2)

Female aged 55, pay £66,000
31 years 270 days' membership of LGPS (NI)

£120,981.04 will result in an award of £5,555 annual Additional Pension

Standard Benefits	Type of benefits payable
Statutory Redundancy	$£66,000 \times 7/365 \times 27 = £34,175.25$
Total LGPS (NI) Annual Pension	33,727.00

Annual Salary Cost	£
Salary	66,000
Pension Contributions (20.0%)	13,200
Employer NI (2014/15)	6,845
Total Annual Salary Cost	86,045
Total Annual Salary Cost x 3.25	279,646

Redundancy Cost to the Employer	£
Capital Cost	124,489.71
Additional Pension	120,981.04
Statutory Redundancy	34,175.25
Compensation Payment	0
Total Redundancy Cost	279,646.00

Total redundancy does not exceed total annual salary cost x 3.25