

**Security of Employment Policy**

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| 1. **Policy statement**
 | This policy sets out Bromford’s approach to protecting colleague’s employment when roles are at risk of redundancy or the business needs to make changes to your current role. |
| 1. **Contents:**
 | PrinciplesRoles and ResponsibilitiesDefinitionsAlternatives to compulsory redundancyConsultation Financial compensationAppeal |
| 1. **Reference Documents including**

**links** | [Frequently asked questions](https://ourspace.bromford.co.uk/docs/Key%20Documents/HR/Security%20of%20Employment%20FAQ%27s.DOCX) |
| 1. **Legislative Requirements including links**
 | Bromford’s policy is to comply with * Equality Act 2010
* ACAS Code of Practice
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| 1. **Contact**
 | For queries about this Policy please contact Michelle Beardshaw – Head of HR |
| **Principals****Roles and responsibilities****Definitions** **Alternatives to compulsary redundancy****Consultation****Financial Compensation****Appeal** | * We commit to ensure that you are notified at the earliest opportunity possible and kept informed if there are any organisation changes that will or may affect your future employment
* Formal consultation will be used when required
* For colleagues at risk, access will be given to the Security of Employment zone, it is a colleague’s responsibility to check this regularly for redeployment opportunities.
* To behave as a reasonable employer

**Colleagues*** To engage in any consultation process including attending meetings or briefings
* To ask questions about the process to ensure you understand what is happening
* To check Security of Employment zone to check for vacancies that may be suitable on a regular basis
* Whilst it is a difficult time we expect you to remain professional at all times and continue to carry out your role

**Leaders*** To communicate regularly with colleagues whether this be through formal consultation or otherwise.
* To ensure all colleagues affected are involved in the consultation process, including colleagues who may be absent from work
* When considering changes in the business seek advice from HR Business Partners on how these changes may affect colleagues
* To support the SOE policy by seeing vacancies in your team as possible alternative employment for colleagues at risk

**HR*** To advertise any new roles on SOE zone before their release to other internal or external applicants
* To support the recruitment process for all roles
* To attend consultation meetings where required
* To provide advice to leaders on their proposed changes including whether there may be alternatives or the process that needs to be followed
* Ensure that records of all discussions and meetings in relation to the formal procedure are recorded

**Redundancy**Redundancy will occur when there is either the closure of the whole or part of the business, where there is a reduction in the need for colleagues to carry out work of a particular kind. It is the role and not the person that is redundant.**Suitable alternative employment**Defined as employment in a job with duties and terms and conditions which are the same or broadly similar to those of the job which is to be made redundant. **Redeployment**Defined as employment in a job that is dissimilar to the job being made redundant. **Voluntary Redundancy**Where you have been advised you are at risk of redundancy and you request that you are selected for redundancy rather than be considered for other roles. **Compulsory Redundancy**Where despite every effort to secure ongoing employment with Bromford it may be unavoidable that you will be dismissed for the reason of redundancy. This is referred to as compulsory redundancyFor more information please see the FAQ’sBromford is committed to protecting jobs as far as possible. As part of this we will always look at alternatives to compulsory redundancies. Options that we may consider are:* Temporarily laying colleagues off (a temporary situation where there is no work for the colleague to do)
* Moving colleagues to short-time working (reducing the number of hours/days a colleague works)
* Inviting applications for consideration for voluntary redundancy

For more information on laying off and short time working see FAQ’sIf there are to be changes affecting your role, your line manager will meet with you as part of a formal consultation process. At all stages of the formal process you have the right to be accompanied by a trade union representative or colleague.Please see FAQ’s for more information.**Redundancy Pay**Where Bromford, despite all reasonable efforts, is not able to secure alternative employment for you within the organisation, you will be entitled to compensation for loss of your job as outlined below:* 0.75 weeks’ pay\* for each year or part years’ service age 21 or below
* 1.5 weeks’ pay\* for each year or part years’ service aged 22 up to and including age 40
* 2.25 weeks’ pay\* for each year or part years’ service aged 41 and over

For the purposes of this policy “pay” is defined as your basic salary and excludes any other payments, including but not limited to, any and all allowances, bonuses and payments.Redundancy payments will be calculated based on your service at the date you are served notice of redundancy.There is no upper age limit.The maximum years of service for the calculation of compensation is capped at 20 years’ service.A minimum length of 2 years’ service is required to be eligible for any financial compensation under this policy. The compensation payment will be paid as a gross payment and will therefore not be subject to tax and N.I up to the amount allowed under HMRC guidelines. **Notice period**Your entitlement to notice is stated in your contract of employment. Normally, you will be expected to work your notice period. If you are not required to work your notice, you will be paid in lieu of this. In the event you are paid in lieu of notice, your leaving date will be your last working day and your will receive a payment in lieu of notice calculated based on your basic salary. You will also receive, if applicable, the following payments until the date your notice would have ended had you worked it:* company car cash allowance payment (in lieu of keeping the car for the notice period)
* equivalent choice based benefit payment
* any under or over taken annual leave will be paid or deducted as appropriate.

If you are paid in lieu you will not receive the following payments past your last working day:* pension contributions
* commission
* out of hour’s payments or any other allowances you may receive.
* mileage allowance
* This list is not exhaustive.

Your notice pay is subject to the normal tax and national insurance rules.**Other payments and benefits**Please see FAQ’s for more information.If you wish to appeal the decision to make your role redundant you must do this within 5 working days after you have been notified you will be redundant.The appeal must be in writing and sent to the HR Team. You must be clear about your reasons for appeal and what outcome you are looking for. **See FAQ’s.**The findings at this appeal stage are final. |

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Owner: Michelle Beardshaw, Head of HR Last Review Date: December 2015

Approved By: HR Leadership team Next Review date: December 2018