**Frequently Asked Questions**

**What types of redundancy are there?**

There may be circumstances where only one role is to be made redundant, and we will consult individually with the colleague affected

In cases where more than one person is employed by Bromford to perform the job or jobs at risk, it may be necessary to carry out a selection process for those colleagues who will be affected. There are normally two methods we will choose from, the first is to apply a competitive recruitment process for those colleagues at risk of redundancy and the second may be a selection on the basis of a number of factors which may include:

* standard of work and general performance
* performance against targets
* transferability of skills and experience
* flexibility and ability to retrain.
* conduct record, including disciplinary and capability record
* timekeeping and attendance records

Where there is only one suitable alternative employment opportunity available and a number of colleagues are at risk of redundancy, a ring-fenced recruitment process will take place.

Similarly, where a restructure is taking place where roles are to be made redundant, in normal circumstances, all recruitment for the new team roles will be ring-fenced and made available to the colleagues in that team in the first instance.

**What is consultation?**

Consultation is about sharing information, listening to concerns, considering ideas or feedback and trying to preserve employment for as many colleagues as possible either within Bromford, or through supporting you to secure work elsewhere.

Consultation meetings will usually take place between you, your line manager, and a member of the HR team or another appropriate colleague to take notes. For more information on what documentation you can expect to receive please see the next FAQ.

There are two types of consultation in these situation, non-collective and collective consultation.

Non collective consultation is where less than 20 colleagues are affected by the redundancy, in these cases we will still consult fully with you as a colleague but there are no prescribed timescales about how long we need to consult for. Our approach, where possible, is to consult for 30 days however there are times where this may not be possible but we will always have time for meaningful consultation.

Collective consultation is where 20 or more posts are affected by the redundancy, in these cases there are some legal timescales we are guided by:

* Consultation must start at least 30 days before the first redundancy if 20 to 99 colleagues will be made redundant in one place
* Consultation must start at least 45 days before the first redundancy if 100 or more colleagues will be made redundant in one place

Consultation can be shorter or longer than the above timescales provided it’s been meaningful and the collective issues have been discussed and either agreed upon or genuinely cannot be resolved any further.

The first part of the consultation period is to ensure that colleagues understand and have the opportunity to feedback on issues such as:

* The reasons for the redundancies
* The number, type and location of colleagues who have been placed at risk of redundancy
* How we plan to select colleagues for redundancy
* Timescales for the process
* Ways of avoiding/minimising redundancies
* How we will work out redundancy payments
* Number of agency workers, where they are working and the type of work they are doing
* How we will carry out redundancies

We would ask you to elect representatives from among the group of colleagues affected to speak on your behalf while initial issues are agreed on. This means that we can only speak to your representatives, rather than you all as a group. You will still receive individual consultations to discuss issues that personally affect you – these can be done alongside or after the collective consultation with representatives.

As we have no recognised representatives for consultation purposes within Bromford, we would start a process by which representatives are nominated and then voted in. We need to ensure that all colleagues have had an opportunity to put themselves forward as a representative if they wish to, and that every colleague gets an equal and fair vote for who they want to represent them. Once these representatives are in place, we would begin to talk to them about the process and what happens next.

If, for whatever reason, you would prefer us to speak to you all together about the process and what happens next instead of voting in representatives and you would prefer us to speak to you all together, we would be happy to do this.

We will not serve your notice until consultation is complete and your dismissal will not take place before the minimum period of consultation has expired.

**What paperwork can I expect to receive?**

You will receive written confirmation of formal consultation meetings, you have the right to be accompanied to the formal meetings by a trade union representative or another appropriate colleague.

You will also receive written confirmation that you are at risk of redundancy which will include confirmation of the reasons and how we plan to handle the redundancies and in the later stages you will receive written confirmation when your notice served, when your last working date is and what your financial package will be.

**What is suitable alternative employment?**

This is where we have another role that has duties and a salary and benefits package which are the same or broadly similar to those of the job which is to be made redundant. As a result of this your salary and benefits package would be unchanged by the change of job, unless you are moving from a job that requires the use of a company car to one that does not. In these circumstances, you would keep the car for a period of two years as a protected benefit from the date of appointment to the new post, this does not include job purpose vehicles. This benefit would then be removed after the two year period. If you choose to move into another role during the two year period the protection will no longer apply and the car will be removed.

A suitable alternative role will start within four weeks of the end of the role being made redundant, your continuity of service is protected and there would be no further right to receive financial compensation under this policy.

If you unreasonably refuse to take up a suitable alternative role, you will also lose the right to financial compensation under this policy and in effect will be resigning.

**What is redeployment?**

This is where we have other jobs that are dissimilar to the job being made redundant. This could be because the role is at a different grade, significantly less or more hours of work or requires a different skill set.

To be eligible you must meet the essential skills or experience to be considered, in these cases the recruitment will be ring fenced to you and other colleagues who meet the criteria. If you do not have these then the normal recruitment process will be used and other internal and external candidates will be able to apply for the role.

If redeployed into a role on a lower salary, your basic salary will be protected and frozen at a reasonable level for a period of 2 years from the date you move into the new role. After the 2 years your salary will be set at an appropriate level within the salary band. We consider reasonable level to be no more than 10% above the maximum salary level for the role. Basic salary for the purposes of this policy is defined as your basic pay excluding any other payments, including but not limited to, any and all allowances, bonuses, company cars and payments. There is no other guaranteed protection of any other terms and conditions of employment.

If you are redeployed into a role and your current salary falls within the new range you will move across on the same salary ad be subject to the normal pay review process.

You are also entitled to a trial period. Please refer to the FAQ below to find out more.

If you are successfully redeployed within Bromford there is no right to receive financial compensation under this policy.

**What support will I get to find alternative employment?**

Where your job is at risk, you will be given help in your search for alternative employment. This will include paid time off to look for alternative employment and training for new roles, whilst normally this is at full pay, if lots of training is required of the business is suffering financial constraints there may be occasions when this will only be at up to 40% of your weekly pay. Providing appropriate notice is given, we will meet all reasonable requests for time off in these circumstances.

We will also offer support with

* Help with CV writing and interview skills
* Career counselling advice
* Outplacement support from our recruitment partners
* Liaison with our external partners regarding their recruitment needs

In the event of redundancy, you will also continue to be able to access the colleague assistance programme line for a further 3 months following the end of your employment with us.

**How do we get access to the SOE area?**

You will have been given access to this so you just need to go to our SOE area. There is no log in so if you can't see it please get in touch with your manager.

**When can I have a trial period?**

You have the right to undertake a trial period of 4 weeks when looking for a redeployed role and this is for both your line manager and you to assess your suitability for the role. The trial period may be extended by mutual agreement, usually in circumstances where significant training is required.

During the trial period your terms and conditions of employment will remain unchanged except for any increase or decrease to you hours where your salary and benefits will be adjusted accordingly.

If the trial is successful then you will move into the new role and accept the terms and conditions for the post. At this point there you will no longer have any rights to financial compensation under this policy.

If the trial period has been unsuccessful, apart from circumstances where you are unreasonably refusing the role, you will still be eligible to receive financial compensation under this policy

There is no right to trial a role which is a suitable alternative employment.

**Can I ask for voluntary redundancy?**

This is where you would rather take redundancy than be considered for suitable alternative employment or look for redeployment options.

Although you can request voluntary redundancy it doesn’t mean your request will be automatically accepted. The decision to accept volunteers will be based on the business needs, the skills needed in remaining posts and will be entirely at the relevant Executive Director’s discretion in consultation with the Director of HR.

**You’ve said there may be alternatives to redundancy what are these?**

As an alternative to redundancies we may consider wither lay off or short time working.

A lay off is where you stay at home or take unpaid leave if there’s not enough work for you.

Short time working is where your hours of work are reduced.

If either of these options can provide a reasonable alternative to redundancies we will consult with colleagues and follow the guidance set out by ACAS.

**What if I find another job will I still receive redundancy pay?**

This depends on whether you have been served your notice or not.

If we have not yet served your notice then you will not be eligible to receive any financial compensation under this policy, you would hand in your resignation as normal (your notice period can be found in your contract of employment) and leave Bromford on your last working day.

If we have served your notice and you find another role you will still receive your redundancy pay, however if your last working day is before the redundancy date you will not be entitled to receive payment in lieu of the balance of any notice period or other benefits.

If you have found another job and you want to reduce the notice period you give us, we will work with you to try and accommodate this but there may be circumstances in which we cannot allow you to leave before the end of your notice period. In these cases you would work until the end of your notice period as normal.

**What happens to the other benefits I receive?**

**Company cars**

Company cars must be returned on your final working day with the organisation regardless of whether the notice period has been served or paid in lieu. If you have been paid in lieu of your notice period you will receive the cash equivalent to the band of car for the length of your notice period remaining after you have returned the car. This payment will be subject to normal PAYE rules.

**Allowances and payments**

If you choose not to work your notice period, you are not required to work your notice or you are paid in lieu of your notice period, you will not be entitled to receive any allowances and/or payments. This includes, but is not limited to, out of hours, commission, acting up allowances and additional responsibility allowances (this list is not exhaustive).

**Choice-Based Benefits**

If you are a member of any of the choice-based benefit schemes, the membership will be retained throughout the notice period regardless of whether the notice period is worked or paid in lieu. If the scheme you have chosen will not allow this you will be paid the monthly equivalent cash payment.

**Pension scheme**

All pension schemes within the organisation do not have provision to pay bulk contributions into the schemes. Therefore, if you leave and are paid in lieu of notice this payment will not be pensionable and your membership of the scheme will end on your leaving date, which will be the date notice is issued or in the event you work all or part of your notice your final working day.

**The service I am working on is ending and I’ve been told there is a possibility of TUPE so why am I at risk of redundancy?**

There are times when a service comes to an end and the organisation who contracts us to deliver that service hasn’t yet decided what they wish to do going forward. This means that we need to consult with you to let you know that there is a possibility that when the service ends you could be redundant and we can offer you support throughout our consultation. If during the consultation we believe TUPE will apply then the ‘at risk of redundancy process’ may end and/or TUPE consultation will begin. TUPE is a complex pieced of legislation so it is possible to have more than one consultation processes running together while organisations establish whether TUPE will apply but we will keep you up to date during this time. If you TUPE to another organisation then you will not receive any financial compensation under this policy.

**How much notice will I get?**

If you are in probation it is a weeks’ notice. After that there is a minimum of 4 weeks’ notice, then from your 5th complete year there is an additional week’s notice for every complete year of service up to a maximum of 12 weeks. So for example, 7 complete years’ service would equal 7 weeks’ notice.

**If I need a reference what do I do?**

You’ll need to give the HR team’s address or email which is either HR Team, 1 Brabourne Avenue, Wolverhampton Business Park, Wolverhampton, WV10 6AU or human.resources@bromford.co.uk. One of the HR team will provide the reference for you.

**After my role has ended and I’ve left – can I come back to Bromford in the future?**

Yes, redundancy is about the role no longer being required but if in the future a role became available that you have the skills for you can apply through the normal recruitment process. If you were then successful you would re-join Bromford as a new colleague, i.e. your previous service and terms and conditions will not be protected.

**I'm on maternity/adoption/shared parental leave and it finishes after I’m redundant. Will my rights be honoured?**

You will receive all remaining statutory pay i.e. no less than you would have received if you’d continued to be employed. However if you are entitled to receive any additional occupational pay (the top up to 50% of your average weekly pay) you will receive this until the date you are made redundant. Your redundancy pay will be based on your years of service at the point the role ends as with everyone else.

**Would I be entitled to the bonus?**

If you are still employed when the bonus is paid and you meet the eligibility criteria you will receive the bonus.

If your employment ends before the bonus paid, you will not be entitled to receive this.