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MONEY BOX LIVE

Presenter: VINCENT DUGGLEBY

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DUGGLEBY: Good afternoon. With unemployment forecast to reach more than 3 million this year, this Money Box Live is aimed at those facing redundancy, short-time working, and perhaps pay cuts as private sector employers struggle to stay afloat. We're also happy to take calls from anyone running a small business, as well as employees who may find themselves caught up in legal issues which are hard to understand. How to decide different pay rates for different skills or the job security of someone taken on to cover for maternity leave or sickness. Maybe you're concerned about age discrimination where the European Court of Justice has recently ruled that those reaching age 65 can be forced to retire. A raft of new employment measures comes into force this month, which include changes to grievance, dismissal, disciplinary and employment tribunal procedures; flexible working for employees who care for children under 6, or 18 if they're disabled; an increase in the statutory holiday requirement and tightening up the regulations on the national minimum wage. When times are hard, it may be tempting to bend the rules but it could be a costly mistake. Clearly those affected are more likely to be working for smaller companies rather than those who have personnel departments to deal with hundreds or even thousands of employees, as well as trade unions able to handle negotiations from a national perspective. So with that in mind, my guests this afternoon include Sarah Veale, Head of Equality and Employment Rights at the TUC; and two specialist lawyers: Sian Keall from Travers Smith, and Clive Howard from Russell Jones Walker. 03700 100 444 is the number to call. And our first question is from Lynne in Middlesbrough. Your question, Lynne?

LYNNE: Good afternoon, Vincent. I just wanted to ask a question on statutory holiday requirement regarding Easter Sunday. A relative of mine is contracted to work Sundays in a retail environment; and although the shop isn't trading on Easter Sunday because of the laws surrounding that, she's been told she has to take that as part of her statutory entitlement.

DUGGLEBY: And she works for how long in this job?

LYNNE: She's working 26 hours.

DUGGLEBY: Okay. Right, well before we actually get onto your specific question, perhaps, Clive, you could just tell us the new rules about holiday pay because it's actually been increased a little bit, hasn't it?

HOWARD: That's right. It actually changed from today.

DUGGLEBY: Statutory holiday.

HOWARD: Yeah, statutory holiday pay has changed from today, from 1st April. Previously it was 24 days for a 5 day working week - part-time workers get a pro-rata equivalent - and from today, the rate goes up to 28 days. And then calculating that can be quite painful. Let's assume, for example, someone started working on January 1st this year. If you're working out what their holiday's going to be, one quarter of their holiday year (if it's a calendar year) would be at the old rate of 24 days, and three quarters would be at the higher rate of 28 days.

DUGGLEBY: Okay. So picking up from there, Sian, we've got the question now of whether the employer essentially can say, "Look, you know we're shut on Sunday. You've got to take that as part of your year's holiday entitlement"?

KEALL: Employers can say that. Any employer can stipulate to an employee a particular day that they would like them to take as holiday. There are some specific

rules about how an employer should go about doing that and they should strictly give prior written notification to the employee, and that may or may not have happened here. But the idea of an employer stipulating a contractual day that they say you've got to take it as holiday whether you want to or not is, I'm afraid Lynne, something that an employer's able to do.

DUGGLEBY: So we've got an email which follows quite a similar line. It's from a gentleman in Manchester and he says therefore can the employer choose to include Bank Holidays as part of this new statutory thing? Is it an option that only the employer has to do this?

HOWARD: The employer can choose. The whole point of this legislation is to really leave a full-time employee in the position of having 4 weeks holiday on top of Bank Holidays. So if they want to include the Bank Holidays they can do so, it's their choice.

DUGGLEBY: Okay. Now can we just look at it from a wider perspective because as far as say a big company's concerned, is it then permitted to say look we're shutting down at you know the beginning of August for a week or whatever it is? Is that within the spirit and the legislation, Sarah?

VEALE: It is. And in a large company, it's likely. If there's a union there, that probably would have been negotiated as part of everyone's terms and conditions. As long as people are told and they're aware when they become employed that that's when the company closes down, then that's perfectly legal to do that and it's actually quite common practice in manufacturing still and in the motor industry and elsewhere.

DUGGLEBY: Okay. Lynne, are you happy with that?

LYNNE: I just wondered whether Easter Sunday was classed as a Bank Holiday, but obviously it isn't.

VEALE: It's a statutory holiday. It's not a Bank Holiday.

LYNNE: Right, okay.

DUGGLEBY: So the employer's perfectly within their rights to say, "I'm sorry, you've got to have that as a day off"?

VEALE: Yes.

LYNNE: Right, that's fine. We just wanted to have it clear.

DUGGLEBY: Alright. Okay Jane in Bourne in Lincolnshire, your call now.

JANE: Hello, Vincent. I'm a sole trader and I have one employee and, unfortunately, she's just started and she's on long-term sick. And because of the type of business I do, I'm going to have to close the part of the job that she was doing because I've got nobody else that can do that and I just wonder where I stand.

DUGGLEBY: You say that this employee's only just been taken on, has gone off straight ...

JANE: No, sorry. No, she's only just started on her long-term sick, but I've got no idea when ...

DUGGLEBY: Okay. Do I gather from that that you don't have any immediate prospects that she will be able to return to work?

JANE: No.

DUGGLEBY: You're presumably aware of what the sickness is?

JANE: No, it's a child bereavement so ...

DUGGLEBY: Okay, okay. Perhaps we could start by trying to work out what rights an employer has if an employee clearly is not going to be able to return for the foreseeable future. Can one of you perhaps ... Sian, can you deal with that?

KEALL: Yes. An employer obviously has obligations to pay sick pay to an employee. The first place to look is their contract of employment to see if there's been any promise by the employer to give a particular level of sick pay. But leaving that to one side, then it's a rate set by the Government. That's called statutory sick pay. The starting point is that an employee is able to be absent on sick leave and simply taking sick leave is not likely to be a fair reason to dismiss somebody, and in fact could trigger a number of claims, including potentially a disability discrimination claim or an unfair dismissal claim. However the point that you raise, Jane, is quite a subtle one, I think, which is that if someone's sick leave you can't cover and it results in the work they do effectively falling away, which I think is what you're saying ...

JANE: That's right.

KEALL: ... you might end up having a very legitimate argument that the situation you're in is not dismissing somebody because they're on sick leave, but in fact because their role has become redundant. Obviously that would be a very sad situation to get to for all concerned.

JANE: And that's exactly why I rang you because I don't want that to happen. I mean what I've done is I've carried on paying for the place where the work would have normally carried on for 6 weeks now, but I can't carry on that indefinitely.

DUGGLEBY: Indeed. I mean we've had several emails along similar lines. I'll raise one or two of them in a moment, but Clive your comment.

HOWARD: I think that's right. You have to go to the definition of redundancy and it's worth just reminding ourselves what that definition is: the requirements of someone to carry out work have either ceased or diminished. And if you've got that kind of definition, there is potentially a redundancy. Jane, you still need to go through

a fair procedure, you need to consult and so on. But I think we are potentially in a redundancy situation, unfortunately, unless you can turn things round, get a replacement in or so on.

JANE: Yes, unfortunately that's not as straightforward as it sounds either. So I'm doing all the right things. I just wondered if, you know looking at it from the outside, there was some other magic way I could sort it out.

DUGGLEBY: No, somewhat shaking of heads here. Well I'll wake them up with another question, which is ...you listen to this one because this is Joan in Hastings. Now she runs a small beauty salon. I beg your pardon, she doesn't run the small beauty salon; her daughter's working there. But what the employer has implied - and I must use this word 'implied' - is that the salon really couldn't carry on without the efforts of this employee and therefore if the employee became pregnant then everything would have to close down. This has raised some sort of tensions in the workplace, which I can sort of see why this would happen, but I wonder what the legal position or at least in fact Joan wonders what the legal position is on this unspoken possibility. Sarah?

VEALE: I was going to say the first thing to say probably is that a small employer can claim back 110% of whatever they pay the person who's taking the maternity, so in terms of then using the money you've saved as it were to get somebody else in temporarily to do the job is a real one and that's probably the first step. You can keep the business going by covering the maternity leave without any financial penalty. I do appreciate there are administrative costs to that and you would have to train somebody up - there are recruitment costs and so on - but the reason for the small business that they get more than 100% is to help them with those particular issues.

DUGGLEBY: Sian?

KEALL: Yes, I mean I commonly come across situations where employers look at, exactly as you've been saying, the rate of maternity pay and are really very frightened about the prospects of that for their business, and the really reassuring thing we can

say is that you've got to look beyond that and realise you can reclaim it and actually it can be effectively cost neutral.

DUGGLEBY: I suspect that ladies hairdressers I think are a very sort of specific area of employment where I think you ladies do like to have a particular hairdresser and if you don't get that particular hairdresser, your custom might move elsewhere. Is that a kind of fair comment or ?

KEALL: Well I mean that's business, I'm afraid.

DUGGLEBY: Is it, yeah?

KEALL: You know it's always a problem, isn't it, because you could go under a bus and not be able to come in and work. I think any business has got to have a contingency plan at the back of their minds and be able to reassure the customers that the person who's coming in to replace them is a fully qualified hairdresser who if the customer explains carefully will very quickly pick up what they want.

DUGGLEBY: But the key point we're getting across here is that you can get the Government to pay a very good amount of subsidy?

KEALL: Yes, exactly. Yes you can, yes.

DUGGLEBY: Okay. Now, Abby, you've been waiting patiently in Walthamstow.

ABBY: Hello.

DUGGLEBY: Your call. I think it's also about pregnancy, is it?

ABBY: It is. Yes, I've got a friend who's been put on notice of redundancy. She's about 13 weeks pregnant and she hasn't told her company yet, and I was wondering what advice you had for her. Should she tell them? Does her pregnancy give her any

extra protection in a redundancy situation?

DUGGLEBY: So let me get this right. She's on notice that she might be made redundant, is that right?

ABBY: Yes.

DUGGLEBY: So she's on a shortlist ...

ABBY: Yes.

DUGGLEBY: ... and she's pregnant but she hasn't told them?

ABBY: Correct.

DUGGLEBY: Ah - strategy here, Sarah?

VEALE: It is strategy, this. I mean I think my advice would be that she should tell them because I think the protection, the extra protection you get when you're pregnant at work would outweigh any possible fear about being picked on for the redundancy because you're pregnant, which in any case would be an illegal, unfair reason for selecting someone for redundancy.

ABBY: Yeah.

VEALE: Also there is another issue, which is that there must be a health and safety assessment done if you've got a pregnant woman working in your workplace for obvious reasons, and she should tell the employer because it may be that otherwise she could be exposed to some sort of dangerous chemical or something like that that could affect the maternal health and also the health of the foetus, of the baby.

DUGGLEBY: Can you tell me, Abby, is this a small company, medium company,

big company?

ABBY: I think it's categorised as a medium sized company.

DUGGLEBY: Okay, so there's obviously ... presumably a programme of redundancy with a number of people?

ABBY: Yes.

DUGGLEBY: Yes because there are procedures here, Clive, that clearly have to be followed in terms of identifying those people who might be made redundant.

HOWARD: Yes, exactly. The employer has an obligation to select people using objective fair selection criteria and clearly someone who is pregnant, that would not be fair selection criteria. I think we all agree that tactically it probably is most sensible to notify the employer sooner rather than later because I think it makes life more difficult for the employer in pressing on with selecting that individual for redundancy. It doesn't mean the person is safe, and if there's a clear objective criteria which has got nothing to do with pregnancy then I'm afraid your friend is still going to be vulnerable and still be made redundant. So it doesn't give any absolute protection.

DUGGLEBY: Okay and a quick word from you, Sian.

KEALL: Yes, just one last point on this and I absolutely agree with the tactical considerations that have been set out already. The only thing to say is that if for some reason your friend felt that she didn't *want* to tell her employer about redundancy, about her pregnancy, she's not going to have any *obligation* to do so under the law for some considerable time into her pregnancy. So we all think she should, but if she didn't want to that would be absolutely fine.

DUGGLEBY: Okay, time for a couple of emails. First from Helen in Hertford and she says, 'If you work' - as she does - 'from 9 till 5 as a pharmacist for a company in

this country, are you entitled to a break; and, if so, for how long and when?’ Sian?

KEALL: The answer is that you are entitled to a break and how long it is will depend again on what the contract of employment says. Always worth going to that first because that may provide for say an hour’s break for lunch or something similar. But under the basic law, leaving aside the contract, anyone who works for more than 6 hours a day is entitled to a 20 minute rest break. There are some increases to that for very young workers, although if this person is a qualified pharmacist they almost certainly won’t be in that category.

DUGGLEBY: Okay. And this one from Deena in London. She says, ‘I’m a mother and I need to be home by 1800’. That’s 6 o’clock in the evening. ‘Can I demand from my employer working hours between say 8.30 and half-past 5?’

VEALE: Well you can’t demand flexible working, but you do have a right to request flexible working. It partly depends how old the child is. The new laws that are coming in say that parents of children up to 16 will be able to make a request and the employer has to give careful consideration to that request and give the employee a written reason if they decide they don’t want to accede to the request. There’s also a right to request flexible working if you are a carer and you care for a dependent relative or close family member.

DUGGLEBY: I mean it sounds … she says she’s a marketing manager and she says her work doesn’t actually depend on anything done by other employees. She seems to be sort of able to self-schedule. So that should be a good argument, Clive?

HOWARD: Yes, I think so. What we normally see in terms of refusing a request tends to be cost related or other staff having more difficulties and covering. So this person, presumably if the cost is not going to be affected and other people aren’t affected, there’s a very good reason to grant the request. If the employer unreasonably refuses it, then potentially a claim can be brought to the Employment Tribunal where up to 8 weeks pay can be recovered and also the employer can be asked to reconsider the application. Although even then the tribunal cannot order the employer to grant

the application for flexible working.

VEALE: But there is quite often a sex discrimination element to this because often the people who make the requests are women.

DUGGLEBY: Yes, well this is obviously getting home to look after children.

VEALE: Exactly, yes. So it might be worth pursuing that as well if other workers, if you can find a comparator who's been treated more favourably. So it is always worth looking at the sex discrimination angle to it.

HOWARD: She should be in a strong position.

VEALE: Yes.

DUGGLEBY: Okay, back to the calls and Joseph in Cardiff.

JOSEPH: Good afternoon. My sister-in-law reaches the retirement age of 60 in May. She wishes to take her occupational pension and continue working. In order to do that, she's been told that initially she will have to work two 15 hour weeks and then go onto a temporary contract. So the question is how does this affect her statutory employment rights, which I believe are based on continuous years of service, and how vulnerable does her position become?

DUGGLEBY: So I mean she's formally retiring, drawing a pension ...

JOSEPH: Yes.

DUGGLEBY: ... and then going back to work for the same employer on a part-time basis?

JOSEPH: That's what they've told her. In order to receive her pension, she will

initially have to go back for two 15 hour weeks initially ...

DUGGLEBY: Wait a minute, wait a minute.

JOSEPH: She still wants to work full-time.

DUGGLEBY: It can't be a condition to take a pension that you go back to work. I mean that doesn't make any sense at all.

JOSEPH: Well she wants to carry on working.

DUGGLEBY: Yeah, I know. She may want to carry on working, but you can't make it conditional on retiring that you go back to work. I mean even I know that. So the question here is what is the position of an employee who has retired and then wishes to carry on with a contract? It's just a short-term contract, presumably, is it Clive?

HOWARD: I mean it is quite common, I mean very common. If you want to draw your pension - you have to leave, you have to retire. Separately you can be brought on as a consultant or as a part-time employee.

DUGGLEBY: But it can't be conditional?

HOWARD: It's not conditional, it can't be conditional. And I think the crucial thing to remember is that in the new employment - after the retirement, after the pension's started been drawn - you've got a new relationship and that has to be agreed and all the terms need to be sorted.

DUGGLEBY: Okay. Moving on now to John in Hayward's Heath.

JOHN: Good afternoon. I have been working for a company since 1994. My age was never questioned because it was a sales job, telephone sales, and I earned a lot of money over the years. And then recently, by mistake, my genuine age came to light -

I'm 70 next month - and I was then called into the office of the managing director and he told me that he wanted me to retire. However, he said he would give me 6 months salary in lieu of notice. But the salary basis was going to be my basic salary because most of my income was based on commission, and then when I received the cheque it was a very small amount for 6 months and they had taken tax off it. And I said, "Well can you not say that you've actually asked me to leave and therefore not pay tax or make it as a retirement fee?" and I wonder if I've got any recourse to ...

DUGGLEBY: Okay, we've got to unpack this one, John.

JOHN: Okay.

DUGGLEBY: Perhaps Sarah can help us to unpack it. First of all nobody knew how old you were, so you carried on working quite happily beyond 60, beyond 65. And then suddenly you're coming up to 70 and the boss says, "Right, I think it's time you went". We don't know exactly why he said that, but he offered you 6 months pay in lieu of notice. Is that right?

JOHN: Yes. But the pay was ...

DUGGLEBY: Your basic pay. I know it's your basic pay without any of the additions on it. Okay, Sarah, can you unpack that from the legal standpoint?

VEALE: Well it's tricky because you'd need a bit more information actually about what the contracts of employment and the normal retirement age are for that company. But it's probably worth noting there is in the UK a default retirement age of 65, which you're clearly beyond.

DUGGLEBY: You've obviously gone past, yeah.

VEALE: And once you've gone past that, the employer is perfectly entitled to retire you whether you want to or not, although you do have a right to make a request to

work on and you could in that discussion with that employer try and negotiate yourself a contract that was as best suited to your needs as possible. But I have to say you'd be in quite a weak position. They don't have to justify not keeping you on if they don't want to. And it sounds to me as though they're being quite generous, dare I say this as a trade union person, if you're on contractual pay plus bonuses according to what you earned in commission.

DUGGLEBY: The pay in lieu of notice of course having tax deducted from it - that again, I'm afraid, that's what you're required to do with the Inland Revenue. I suspect here what you're trying to angle for is saying well could you be made redundant so you would get a redundancy pay which was tax-free or something like that?

HOWARD: There may be an extra twist as well. If you're entitled to 6 months notice - I'm not sure whether you have an entitlement, John, to 6 months notice, but let's assume that you do ...

DUGGLEBY: Well it's the pay in lieu of notice.

HOWARD: If you're then given pay in lieu of your notice, unless your contract says you're only entitled to basic pay then normally your payment for 6 months in lieu would be exactly the amount that you would normally receive, which would include commission. In other words, you're put in the position you would have been if you'd worked your 6 months. So I think you're right just to challenge why it's limited to basic pay. Unless your contract says 'we can always pay you basic pay in lieu of notice', you should always press for notice, salary, all the benefits on top.

DUGGLEBY: Okay. So go back to them and argue that case, John, but don't argue it from the standpoint that you know you can't get rid of me because in fact effectively by going beyond 65 you don't have that right to challenge on grounds of age discrimination.

KEALL: He could, John could argue age discrimination here if they haven't followed the right procedure. So if they haven't tried, as was indicated earlier, to go through a

proper procedure to retire him, then he could be in an age discrimination situation, so it is worth him going back looking ...

DUGGLEBY: Even if he didn't disclose his age?

KEALL: Yes, even if ...

DUGGLEBY: How would the employer know?

KEALL: Even if he didn't because the rules on following a procedure to retire someone are just absolute rules and they need to be followed.

DUGGLEBY: Okay.

KEALL: They would have arguments that perhaps they should have some leeway for not having followed them before. But actually as soon as they know how old he is, if they don't follow them then they haven't complied with their statutory obligations.

DUGGLEBY: I fear this could be a case for calling in one of you people, somebody who could actually your case. (*laughter*) It's not an easy one to argue. I get that impression.

KEALL: It's complicated.

VEALE: They should go to a trade union, of course, and they would do the whole thing for you for nothing. I always get one in every single programme. (*laughter*)

DUGGLEBY: Alright, you get one in. Yes, okay. Let's take another one. This is an email. This is a situation where this lady who comes from Birmingham says that she's lodged a first stage grievance complaint against her employer - and I have to say I don't know what that means. Anyway, she's made several unsuccessful attempts to seek a response. 'Will the statutory changes to the law mean that employees will have

to show that they have exhausted the internal processes before they take a claim to the Employment Tribunal?' Who can answer that? Clive?

HOWARD: There's new procedures which are worth flagging up. They start on 6th April. The old statutory procedures, which I think she's referring to, disappear. They go, although there's a complex point on that. So the new process is that both sides, employers and employees, should follow this ACAS code of practice; and in terms of grievances, that should mean that employers should deal with grievances promptly, fairly. It's actually written in quite sensible language. So the employer here should deal with a grievance. It sounds like they're not.

DUGGLEBY: No, they're not.

HOWARD: That failure in a normal situation, going forward after 6th April, would allow in potential legal claims such as discrimination, unfair dismissal, would allow the tribunal to increase the amount of compensation by up to 25%. The only extra twist on that is that there is this transition period between now and post-6th April. If the whole matter is started before 6th April ...

DUGGLEBY: Which it has been.

HOWARD: ... like this one has, then we really are still in the old regime, which is the compulsory procedure. So failure to follow the compulsory procedures would actually give the potential valid claim to the individual anyway.

DUGGLEBY: A comment from either ... Sian?

KEALL: I think the point that your question I think is really alluding to is that the old rules, which Clive was talking about then, used to - and still do for people who are in the thick of things, to use a kind of normal phrase right now - make you wait for 28 days following putting your grievance in before you can bring a tribunal claim.

DUGGLEBY: Sarah?

VEALE: Can I just add that under the new system with the ACAS code, it's definitely worth, because of the 25% uplift, it's definitely worth the employee raising the grievance formally with the employer before going to the tribunal and absolutely the employer handling a disciplinary procedure in the workplace before the thing gets to litigation stages.

DUGGLEBY: I want to get back to the calls quickly. Jackie in Brighton?

JACKIE: Hello, good afternoon.

DUGGLEBY: Good afternoon.

JACKIE: I've just taken a 20% pay cut and been told that if things don't improve in about 6 months, I could be out of a job. Now you know can that happen basically if things aren't good? And also our holiday has been cut as well to 15 days annual leave, including a week at Christmas, and I don't know how ...

DUGGLEBY: *(over)* Okay I think, Jackie, you're speaking for an awful lot of people listening in facing possible pay cuts, possible short working, possible loss of holidays. In general terms, panel, can we give some guidance to all those out there who may be facing the same problem as Jackie you know without being specific to her case? Clive, start.

HOWARD: I always start off with the basic point, which is if an employer's going to try to change a contract of employment like cutting pay by 20%, they can only do that if there's agreement. You may not want to agree, but if you don't agree you know the outlook could be terrible and it could be even worse than carrying on with a reduced salary. So starting off, the changes can only be brought in through agreement.

DUGGLEBY: And that of course includes the cut in working hours as well?

VEALE: All those things. I mean certainly at the TUC, we're getting a huge number of calls through our unions about people who are being put into these invidious positions where they have to choose in order to go on being employed to have much worse working conditions. And, again, you obviously are in a stronger position if you've got a union to argue the case for you and do the whole thing properly with the employer, but if you've on your own you are quite vulnerable and pressure will be put on you to make that awful choice about whether you want your working conditions to be lessened.

DUGGLEBY: And the question of holidays. I mean do the holidays fall pro-rata according to the working week?

KEALL: Yes, they do. Assuming that's what the contract says or the contract's amended. The other point to bear in mind is if, as Jackie indicates, this might be a kind of halfway house where redundancy would be the outcome, is that it's worth at the time you agree any pay cut trying to also agree protected redundancy pay that reflects your old pay scale if you can, so that you sort of don't give up two things at the same time.

DUGGLEBY: I want to take one more email because it's an interesting one. It's where a company is taking over another company and the new company's come in and said, right, we're changing the contracts, we're going to increase working hours by two and a half hours a week, we're not going to pay pension contributions into the existing fund and they've stopped doing that already. How far can ... you know what's all this about? I mean are they allowed to do this, says Chris in London?

KEALL: Well one piece of information we don't have here that I think is really relevant is whether - and I know this is a technical point but it's a very important one - whether the shares have been bought or whether the business has been bought. But either way, there are real consequences for employers if they try and change contracts without consent. So as a starting point somebody in this position has got some serious legal arguments to run to resist the changes that are trying to be made.

DUGGLEBY: But, Clive, they can close the pension fund, can't they?

HOWARD: That's right. Most of the protection which comes arises on TUPE. This transfer protection doesn't cover pension. So they can change health clubs and so on, they can change even rates of pay, but they ... sorry, they *can't* change those things, but in terms of pension there is a very limited protection on a transfer.

DUGGLEBY: And again, Sarah, it must come across your desk every day, I guess?

VEALE: It does. And what companies do when they're in a rush is forget they have a legal obligation to consult with the workforce through a recognised union, if there is one, or by other arrangements, but they must give employees proper notice and negotiate the whole thing with them.

DUGGLEBY: And the same of course would apply if subsequent to this the redundancy programme is brought in. They've got to treat everybody equally.

VEALE: Exactly that. And they have to again negotiate it with the trade union if there's one there.

DUGGLEBY: Okay, well thanks for all your calls. A busy programme. And my thanks to Sarah Veale, Head of Equality and Employment Rights at the TUC; Sian Keall from Travers Smith; and Clive Howard from Russell Jones Walker. And if you'd like to check any of the points we've raised during the programme, you have the Radio 4 information line on 0800 044 044 and our website, bbc.co.uk/moneybox. Paul Lewis will be here with the next Money Box at noon on Saturday, and for the next few weeks he'll be taking your calls on Wednesday's Money Box Live. Then on 23rd April, we'll be joining forces to deal with your questions about the Budget on Budget Call.