MONACO SOLICITORS

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Dear Sir or Madam

**Free Legal Letters and Documents: Templates and Examples**

Many thanks for visiting Monaco Solicitors’ website. We attach copy of the document that you asked for and hope you will find it useful.

If we can be of any further help, please do get in touch by ‘phone or via our website.

Yours faithfully

Monaco Solicitors

**MONACO SOLICITORS – Without prejudice letter:**

**Made redundant on maternity leave**

[Name]

[Employer]

[Employer Address]

[Date]

Without prejudice save as to costs and subject to contract

Re: [Employee name]
Dear [Name],

We have been instructed on behalf of [Employee] to write to you on a “without prejudice” basis, in light of the ongoing consultation with a view to her redundancy.  I understand that discussions are underway with a view to resolving the matter by way of a Settlement Agreement, and we are instructed to take up correspondence on [Employee]’s behalf.

Thank you for sending us your draft proposal for a Settlement Agreement. [Employee] has also provided us with some other relevant documentation including:

* The “Business case for managing the redundancy within FSA Admin Support”, dated 10 October [Date], and her response dated 4 November;
* Your letter informing her that she is at risk of redundancy, dated 27 October [Date];
* Notes of a consultation meeting on 4 November, attended by you, [Name of 2nd person], and [Employee]; and
* Appraisal forms completed by her and her line manager [Name of line manager] in [Dates 2 and 3 years earlier].

It is our position that the “severance payment” offered to [Employee] is wholly inadequate.  It is our view that there is no genuine redundancy situation; rather your intention to dismiss [Employee] arises out of unlawful sex discrimination and unfavourable treatment due to her recent maternity.

As you are no doubt aware, a redundancy situation may arise where the requirements of a business for employees to do work of a particular kind diminishes or is expected to diminish.  This is not the case in relation to resource management in the FSA team of [Employer].  Yours is a healthy, growing business; and if anything both supplies of and demand for resources within the FSA team are increasing.  The Retain system is integral to the resource management within this and other [Employer]  departments.

[Employee] did not “support the roll-out [of Retain] from an administrative perspective” as your “business case” states; rather she “was given the Retain project to implement… and she has done an excellent job in putting the project together…” (Appraisal, [Date]).  A year later “she understands the system to the extent that she is now assisting another department with their rollout including training” (Appraisal, [later Date]).

Retain is however only a part of the busy and varied role [Employee] has and she performs as resources manager.  She works closely with senior management to make crucial business decisions on the availability and allocation of resources to projects in the FSA and other departments.  Retain is a tool that she has implemented and deployed with remarkable efficiency in helping herself and the [Employer] management make these decisions and proper business forecasts on which the success of the company depends.

In the interests of brevity, we do not intend to outline all the functions [Employee] performs in her role as resource manager – ranging from training colleagues to assisting in organising marketing events to many others – but we refer you to her appraisal forms so that you can adjudge the same for yourself.  No doubt you have many other performance indicators which will give a similar picture of a high-performing manager.  Suffice to say, [Employee] is not and has never been just “admin support” as referred to in your business case.

Your business case also misrepresents the acquisition of [Company name].  We are instructed that [Employer] acquired [Company name] in July [Date].  The “specialist” individual from [Company name] was in fact trained in the use of Retain by [Employee] for a number of months, and she handed over the role to this individual before going on maternity leave in November [Date].  She returned from maternity leave in [Date], after some 9 months, not 12 as your Business Case incorrectly states.

Your office manager [Name of office manager] both conducted [Employee]’s appraisals and wrote the Business Case.  It is of grave concern that in the intervening period – during which [Employee] took maternity leave – [Name of office manager] has downgraded and misrepresented [Employee]’s role to this extent.  The Business case is at best misleading, and at worst defamatory.

It is clear that there continues to be a need for at least one resource manager in the [Employer] team – to suggest otherwise is absurd.  According to your own business case, there is another individual performing that role who will continue to do so.  Therefore we cannot see any basis for your assertion that the role is redundant.

If there is a genuine need for a redundancy, which we do not accept, then it is our position that you have failed to conduct a fair and objective redundancy selection process.  You have made no attempt to identify the redundancy “pool” of employees or any selection criteria but have simply picked out [Employee] as an easy target upon her return from maternity leave.

Further, there has been no effort – or at least no genuine effort – to find suitable alternative employment for [Employee].  She can produce ample evidence of this; despite her own best efforts, this aspect of the “redundancy” process has been effectively ignored.

It is our position that you have conducted this purported “redundancy” process in a wholly unfair and unlawful way, and any dismissal arising out of it will also be unfair and unlawful.  The event intervening between [Employee]’s glowing appraisals and her sudden demotion to “admin support” has been her maternity leave.  You have subjected her to unlawful detriments and are now attempting to dismiss her under the guise of a sham redundancy.  There is a clear prima facie case of sex discrimination due to maternity.

It is difficult to over-state the stress and humiliation suffered by [Employee] who, after years of enthusiastic, loyal and impeccable service to you, is simply being discarded in this way.  She is not even being permitted to return to her workplace and is being physically excluded by you in your efforts to further de-moralise and de-skill her.

Consequently, we can identify a number of causes of action arising out of your conduct towards [Employee] and will pursue these as appropriate.  However, [Employee] does not wish to resort to litigation and has therefore instructed us, at least at this stage, to aim towards a suitable settlement.

It is our position that the starting point for any such settlement has to be 12 months’ salary.  The job markets are still sluggish, and it will take [Employee] at least this long to secure equivalent employment.  Her job prospects have been adversely affected by the detriments she has suffered due to your conduct, not least her exclusion from work since her return from maternity leave months ago.

From this starting point, the settlement amount should be increased to reflect the loss of statutory rights and the loss of substantial benefits that [Employee] will suffer as a result of losing her employment.  In addition, any settlement amount must reflect an award for “injury to feelings” for the sex/maternity discrimination suffered by [Employee], which we estimate to be at least £15,000.  The settlement should also be uplifted to acknowledge the legal costs that [Employee] has already incurred in instructing us because of your unreasonable conduct towards her.

It is our view that a greater award would be made by an Employment Tribunal which, as you know, can make unlimited awards in cases of discrimination such as this.  We would also seek to recover our legal costs and the costs of issuing proceedings.

Any Settlement Agreement should also include a good reference, and we will send a copy of a reference drafted by [Employee] for your consideration at the earliest opportunity.

We look forward to hearing from you with any comments you may have on the above proposal in the hope that we can bring this matter to a mutually agreeable and timely conclusion.

Yours sincerely

[Lawyer name]

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