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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

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**Redundancy on maternity leave: Grievance & without prejudice letter**

FAO: [Name of employer's manager handling the case]
By email only to [Email address]

[Date 2020]

Dear Sirs

**Our client: [Employee's name]**

We write in response to your [Name of manager]'s email of [Date]. We were appalled to discover your position in relation to [Employee]'s dismissal, and we can confirm that [Employee] will not simply allow [Employer] to proceed with such irregular conduct.

**Personal redundancy**

We have evidence of two separate conversations with [Employee]'s line manager [Name of line manager] via Whatsapp and Skype saying that this redundancy was personal and had been planned for a while.[Employer's line manager name] stated that it was organised by [Name, CEO of Employer] who did not like [Employee] because of her close relationship with [Name of CEO of sister company]. The messages between [Employee] and [Name of line manager] are set out below for your ease of reference:

**Whatsapp messages**:

* [Line manager] – I am sorry I couldn't prevent this. Please go ahead and seek legal advice.
* [Employee] – I already have, boss. I now think this is personal.
* [Line manager] – that we know for sure – any idea from who?
* [Employee] – [Name of CEO] - who else? Is it because he is trying to get at [CEO of sister company]?
* [Line manager] – Not sure of his motive, because you were apparently on his personal hit list.
* [Employee name] – well that's really unfair.

**Skype messages [all dated]:**

* [Employee] [CEO of sister company] called yesterday, so I told him what happened
* [Line manager's name]: Just got to know that…they had wanted to let you go with [Name of HR manager]
* [Employee]: Why’s that? Is it Anti-Australian?
* [Line manager's name]: Not like that but a lot of people were under the impression that you actually were let go along with [Name of HR manager]
* [Employee] So what does that mean?
* [Line manager's name]: That this was planned by [Employer] long back, but [CEO of sister company] delayed it as much as he could
* [Employee]: So regardless of any cost-cutting we did , I was going to lose my job anyway because [Name of CEO] wanted me out?
* [Date] – [Name]: Looks like it…

To date, the UK business has not closed and you only say that it may close. It was not planned to close at the point when you dismissed [Employee] as she was asked to hand over her region to [Name of another employee]. [Name of CEO]'s email dated [Date] highlights the closure issue [copy email not appended in this example letter]

This undermines [Employer]'s claim that [Employee]'s redundancy is nothing personal. The longer the UK continues to operate, the longer [Employee]'s potential loss of income is. There were no objective criteria that were set out whereby [Employer] scored the people to be made redundant, and there was no proper consultation or any appeal process at all.

You say: “*In fact, the UK business has been unprofitable for a long time and when the HR Manager was made redundant last year the correct financial decision would have been to make [Employee]’s position redundant but we did not do that due to her pregnancy.*”

However [Employee] responds to this as follows: “[HR manager's name]*was notified of her redundancy in January 2019 and it became official at the end of her maternity leave in April 2019. I did not fall pregnant until late March 2019, I was not aware of my pregnancy until late April 2019 and did not inform the company of my pregnancy until late June 2019.*”

Please explain therefore why you say in your email of 26 January 2020 that you knew about [Employee]'s pregnancy in January 2019, before she was actually pregnant? Given that your email of 26 January 2020 was sent openly and not without prejudice, we reserve the right to use that in court to show that you are deliberately attempting to distort the facts.

**Redundancy pay**

We are aware that other members of staff who have been made redundant have been given an additional number of months pay plus along with their notice pay and visa extensions. This is the minimum which [Employee] should receive, and refusing to pay her this is in itself a discriminatory act.

**Injury to feelings**

You say: “*We are not unsympathetic to the fact that [Employee] has recently had a baby.*” But [Employee] was sent Whatsapp messages from [Name of line manager] 9 days after delivering her baby through an emergency C section and told to expect bad news. [Name of line manager] then went on holiday for 2 weeks whilst [Employee] was left in limbo, causing her huge amounts of stress and anxiety to the point where her Heath Visitor notified her Doctor that she is at risk of Post Natal Depression caused by [Name of employer].

Given that [Employee]'s residency in the UK is tied to the [Employer] work visa, the timing of this move was reasonably foreseeable to cause injury to her feelings. She was also forced to move out of her flat with 2 months' notice without any formal communication of redundancy from[Employer].

Regarding [Employee]'s visa, you say: “we were happy to pay for legal advice for [Employee] so that she could understand the situation regarding her visa but now that she has instructed you we will leave that to you to take up.”

Monaco Solicitors are specialist employment lawyers, we are not immigration lawyers. This would be like asking a heart surgeon to perform a knee operation. Your approach on this matter has caused [Employee] to fear having to leave the country with a baby too young to travel long distances, without proper notice or consultation and having already lost her job and her home.

**Selling insurance under [Employee]’s name**

[Employee] is still the authorised representative for [Employer]'s sale of insurance from its UK operations. She has pointed this out to you but still you have her registered and not changed her name to anyone else's. [Employer] therefore appears to be selling insurance to the public under false pretences.

**Alternative employment**

In [Employee]'s meeting with [Name of line manager], [the line manager] informed her that [Employer] would not be looking for alternative employment for [Employee]. Given that [Employee] travelled over from Abu Dhabi to work in London for [Employer], then [Employer] should have considered alternative employment for her not just in the UK but under its operations globally. [Employee] also offered to go part time, effectively halving her hours, yet she was not consulted about her offer.

**Transfer of Undertakings Protection of Employment Act**

[Employer] also has two sister companies which both own 50% of [Employer] which [Employee] could have worked for. [Sister company 1's name] have a large office in London and it will continue to carry out some of the functions which [Employer] was performing. This is confirmed in the email from [Name of employer's senior manager to the other 2 CEOs] as summarised below:

**'EMAIL**
**Subject: UKHi**

[Name of senior manager] and [Name of employee's line manager] met with [Employee] yesterday. She has obviously not taken the situation well. She says the following are in her name so I told her not to cancel them yet, but we need to have a closure action plan.

* Paypal account – under [Employee's name] and can not be passed on
* Stationery Orders - doing with cash and then expensed
* Bank Account – Please confirm whose name the bank account is under
* Permission to sell insurance we will sell online from the website of [Employer] only, till we have another authorised rep appointed 9this has to be a UK resident.'

This is therefore a TUPE transfer situation and [Company name] will be added into any court claim which [Employee] may be forced to make.

**Length of service**

You state that “*[Employee name] has held her position in [Employer] (UK) for less than two years and is therefore not eligible for a redundancy payment.*” This is incorrect. [Employee] has responded to this as follows:

“*I have been employed by the company since July 2017 and have an employment contract that was submitted to the Home Office stating that I have started at the business on the 1st Feb 2018 signed by [Name] the CFO. I also have a lease agreement starting on the 9th December 2017 with a Swift copy of the payment of 6 months rent from the Abu Dhabi HO. There are also official notarized documents stamped on the 13th Feb 2018 stating I work in the UK for my visa. There is also a notarized letter from[CEO's name] stating that the UK business was registered on the 15th Jan 2018. – I have forwarded this to you already.*“

In the UK courts, a Judge will not look at the contract of employment document in isolation but will consider the context of the employment situation in general when deciding length of service. You have informed the UK Home Office that she was employed by your UK entity from early 2018. We are therefore 100% confident that her length of service is over two years. This means that you are infringing her rights not to be substantively and procedurally unfairly dismissed. You will also bear the burden of proof to show that in relation to this matter you are not discriminating against her on the basis of her maternity.

**Tax bill**

You say: “*Regarding outstanding tax on her benefit (the apartment) this is to be settled by [Employee name] with the Inland Revenue directly.”*

Your suggestion that [Employee] should pay the tax bill on the apartment is utterly disgraceful. The flat operated as [Employer] head office and still does. The UK [Employer]'s entity is registered to the flat. [Employer] has paid all the rent so far, as per [Employee]'s contract of employment. Therefore any tax due on the rent is expressly and/or impliedly to be paid by [Employer]. [Names of 3 senior managers] have all informed [Employee] directly that[Employer] will be paying this bill.

The only reason that the tax bill is in[Employee]'s name is that she did [Employer] a favour when helping to set up the UK business – now you appear to be taking advantage of that. Again, in the absence of any rational explanation for your position here, it must be assumed that this is more discriminatory conduct by [Employer] aimed at [Employee].

**Out-of-Court Settlement - Without Prejudice**

As discussed on the call between our [Name of lawyer] and your [Name of manager handling the case],[Employee] would accept an amount in a settlement equivalent to 64 months gross pay, being £38,900, in addition to your paying the tax bill, a contribution to legal fees for a settlement agreement in the sum of £8500, and subject to contract.

We would also like written confirmation that [Employee]**'**s employment will end on the 14 May 2020 at the end of her 3 month notice period.

This is the final offer and will remain open until 4 pm on 17 March 2020, failing which [Employee] will have no choice but to issue court proceedings against [Employer], [Names of the 2 other sister Companies] and also individual members of your management teams, without further notice.

Yours faithfully

**[Lawyer name]**