



Redundancy Policy

Purpose

1. The Michael Lonsdale Group inclusive of Michael Lonsdale Ltd, Michael J Lonsdale Ltd, Michael J Lonsdale (Electrical) Ltd and E7 Building Services Ltd, will avoid compulsory redundancy wherever possible, but – where there is no alternative – will follow a fair procedure and ensure those affected are supported throughout the process. Redundancy payments will be statutory entitlements. This procedure applies to all permanent employees.

Procedure

Consultation

2. Where there is a potential redundancy situation we will consult with those affected individually and where appropriate as a group.
3. If it is likely that there are to be 20 redundancies, we are required to enter formal consultations with elected representative and where necessary we will arrange for appropriate representatives to be elected and trained.
4. Where between 20 and 99 redundancies are likely, consultation will start at least 30 days before the first redundancy takes effect. Where more than 100 redundancies are likely, consultation will start at least 45 days before the first redundancy takes effect.
5. When considering a redundancy situation, we will consult with those affected as early as possible. This will either involve a presentation or individual discussion with the manager, head of the department or any other suitable person such as an HR Consultant. The aim of this stage is to ensure that we communicate openly and honestly about the decisions that we need to make and the options that are being considered.



First Stage Consultation Meeting

6. Following on from this first stage communication and any consultation with appropriate staff representatives, those affected will be invited (in writing) to a first formal individual consultation meeting. This meeting will take place within an agreed period and will be with your manager and/or HR. The discussion at the meeting will outline the redundancy programme and timelines, take your views on the process, and cover the options that need to be considered. We will also discuss the possibility that your role *may be at risk* of redundancy and the possible options available to you, such as consideration of suitable alternative employment within the Group. You are also entitled to bring a representative with you to each meeting held.

Second Stage Consultation Meeting

7. Following consideration of the information from this first consultation meeting and any information follow up, you will be invited in writing to a second formal individual consultation meeting. This will be with your manager and/or HR. At this meeting we will reflect and consider the information discussed at the first stage and any additional information that may have emerged to date, taking any questions or comments from you. At this stage we will share redundancy calculations if these have not been shared at the first stage meeting. We will also provide any further detail of the redundancy programme including whether your role *is at risk* of redundancy. You will also have a further opportunity to explore possible alternatives to redundancy such as redeployment or relocation if feasible.

Third and final consultation meeting

8. Following the second formal consultation meeting and once a decision has been taken, if there are no immediate redeployment or relocation opportunities, you will be invited (in writing) to a third formal individual consultation. This meeting will confirm the position in terms of your role and formal notice of redundancy may be given at this stage. Any notice of redundancy will be confirmed in writing following this meeting.
9. As a reminder to you, at each formal stage of consultation you have the right to be accompanied to the meetings by a Michael Lonsdale Group colleague or a trade union official.



Right of Appeal

10. You have the right of appeal against the redundancy decision. Your appeal should be made in writing within five working days of you receiving the letter confirming that your post has been made redundant. Your appeal should be addressed to the person detailed in the notice of redundancy letter – this will usually be your Director or another Director within the business.
11. The person conducting the appeal will notify you in writing of the date of the appeal meeting and the appeal arrangements. You have the right to be accompanied to the meeting by a Michael Lonsdale Group colleague or a trade union official.
12. The decision on your appeal against the notice of redundancy will be final and will be confirmed in writing within five working days of the appeal meeting taking place.

Voluntary redundancy

13. Outside the formal process of compulsory redundancy, we may at any time consider offering voluntary redundancy. Should the company decide to offer this, a communication and explanation of the process will normally take place. The final decision on accepting volunteers will be at the discretion of the management team and will depend on the need to retain key skills and the cost of the redundancy payment.

Redundancy Payments

14. An approximate redundancy payment will be calculated during the consultation period, using a date in the future for illustrative purpose only. This will provide you with a guide of what you might be entitled to. Once the full consultation process is complete and a leave date is known, the redundancy payment will be calculated. The payment will be your statutory entitlement.
15. Statutory Redundancy Payments are linked to age and length of service as follows, subject to a minimum qualifying length of service of two years, with a maximum of 20 years' service and a maximum of a week's statutory pay, which is updated annually.
 - You will receive half a week's pay for each completed year of service where your age was under 22.



- You will receive one week's pay for each completed year of service – where your age was 22 or above, but under 41.
 - You will receive one and half week's pay for each completed year of service – where your age was 41 or older
16. Redundancy payments of up to £30,000 are currently not subject to deductions of tax or National Insurance contributions.

Re-deployment

17. Every attempt will be made to re-deploy staff from redundant posts to posts elsewhere in the Michael Lonsdale Group. If you are offered alternative employment you have the right to a trial period of typically four weeks in the new role without losing your right to a redundancy payment. Detail of re-deployment opportunities will be made in writing with clear outcomes along with the terms and conditions. To be deemed a suitable alternative the role must be similar to the role that is being made redundant.

Time off

18. Once you have been given formal notice of redundancy, you may take a reasonable amount of paid time off to look for work elsewhere and to make arrangements for training. You must discuss taking time off with you manager giving as much notice as possible.

Notice periods

19. We will give as much advance notice of the redundancy as possible. Wherever possible full contractual notice will be given, and you will normally be required to work this notice period. In exceptional circumstances the requirement to work notice may be waived and we may choose to pay some or all of your notice along with your redundancy payment.
20. However, in some circumstances should we mutually agree that you do not need to work your notice, your redundancy payment will be calculated based on your salary and service as at your final date of employment, which means your redundancy payment may be less than originally quoted.



Benefits

21. Benefits including membership of pension schemes will cease at the date of termination. You will be advised of options available to you.
22. Annual leave is calculated up to the date of termination. You will be paid in lieu for any entitlement not taken (this payment is subject to PAYE deductions), and a payment will be deducted for any excess leave taken.
23. Any outstanding monies that may be owed by you will need to be repaid at the date of termination.

Name: **Gary Herbert**

Signature:

A handwritten signature in blue ink that reads "G. Herbert".

For and on behalf of the
Michael J Lonsdale Group Board of Directors
(Michael J Lonsdale Limited/ Michael J
Lonsdale (Electrical) Limited
E7 Building Services Limited

Position: Managing Director

Date: 30th November 2019