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# TERMINATION OF EMPLOYMENT POLICY




J & E Hall Limited

Policy Owner – Director of HR

Document History

Issue	Date	Amendment Comment
Issue 1	May 2018	General Issue
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Document Authorisation

Description	Name	Position	Sign
Prepared By:	Lauren Mann	HR Advisor	
Reviewed By:	Hindu Kibira	HR & Payroll Advisor	
Authorised By:	Martin Jefkins	Director of HR	

## **Policy aims and objectives**

This policy includes clauses relating to

- Notice
- Payments on termination
- Garden leave
- Redundancy
- Retirement
- Return of Property
- Payments on termination
- Exit Interviews

## **Notice**

If we decide to end your employment for any reason, unless you are dismissed for gross misconduct or some other fundamental breach of contract on your part, we will give you written notice.

All employees are entitled to receive a statutory minimum period of notice which increases with length of continuous service. The amount of notice we will give you and we expect to receive should you resign from your position is set out in your contract of employment.

## **Payment in lieu of notice**

The company may, in its sole and absolute discretion, terminate your employment at any time and with immediate effect by notifying you that the company is exercising its right that it will make a payment in lieu of notice ("Payment in Lieu") to you.

This Payment in Lieu will be equal to your basic salary (as at the termination date) which you would have been entitled to receive during the notice period referred to as outlined in your contract of Employment (or, if notice has already been given, during the remainder of the notice period) less income tax and National Insurance contributions.

## **Garden leave**

During your notice period we may ask you not to perform some or all of your normal duties and/or we may ask you to stay at home on 'garden leave' for the whole or part of the remainder of your notice. If we do this, we will continue to pay your contractual pay and benefits as normal until the date on which you leave the company.

During any period of garden leave:

- a) we shall be under no obligation to provide any work to you
- b) we may require you to carry out alternative duties
- c) you must not have any contact or deal with (or attempt to contact or deal with) any of our officers, employees, consultants, clients, customers, agents, distributors, shareholders, advisers, suppliers or external organisations without the [written] permission of your manager on each occasion
- d) you shall remain an employee of the company and bound by all the terms of your employment, both express and implied, including in particular your obligations of good faith and fidelity, confidentiality and avoidance of conflicts of interest
- e) you must ensure that your Line Manager knows where you are and how you can be contacted during each working day (except for holidays taken in the normal way)

f) You must not engage in work for any other employer, either paid or voluntary.

## **Redundancy**

Should it be necessary to make a single or group of employee's redundant, a consultation will be held with all those involved at the earliest opportunity. This meeting will be followed up with a letter outlining the reasons and confirming those at risk.

Employee's will be fully consulted with asked for suggestions to avoid redundancy and provided with a list of current vacancies if applicable.

Should it become necessary to restructure, employee's may be scored against a skills matrix and provisionally selected for redundancy. If redundancy cannot be avoided, redundancy and associated payments will be confirmed in writing.

Redundant employees with two or more years' continuous service are entitled to a statutory redundancy payment calculated according to a statutory formula based on age and length of service.

To calculate a statutory redundancy payment, the following formula is used:

- for each complete year of service below the age of 22: 0.5 week's pay
- for each complete year of service between the ages of 22 and 40: 1 week's pay
- for each complete year of service from age 41: 1.5 weeks' pay

The maximum number of years' service which can be taken into account is 20. There is a cap on a week's pay which is adjusted annually.

Should an employee be served notice, and it not possible for them to work, it may be necessary that a pay in lieu of notice may be served (as outlined above).

Reasonable time off will be provided to employee's who have been made redundant to attend interviews and find alternative work.

## **Retirement**

Further to the abolition of the default retirement age, retirement will follow the same process as resignation, should you have a Company pension that you wish to claim, please speak to the HR department.

## **Return of property**

On termination of your employment for any reason, you must promptly return all our property to us, including documents/correspondence, security pass, keys, credit or charge cards, mobile phone, uniform, laptop, etc. You may be required to sign an undertaking that all such property has been returned.

If you have a company car, please be aware that you will not be insured on it after your employment terminates and you will therefore be committing an offence if you continue to use it after that date.

## **Payments on termination**

If you leave the company during the holiday year you will be paid for any untaken holiday accrued as at termination calculated as 0.48 days per week of service.

e.g. Commenced 1st May and terminated 31st October, holiday accrued at 0.48 days per week of service = 26 weeks x 0.48 days = 12.48 = 12.5 days less any taken as holiday during the holiday year.

If you have exceeded your holiday entitlement, you must repay us at the same rate for each extra day of taken holiday.

Any money you owe us for extra holiday or for any other reason, not limited to outstanding float, fines or penalty notices can be deducted from your final salary payment or from any other money we owe you on termination of your employment.

**Exit interviews**

If you resign you may be invited to attend an exit interview in order to discuss your reasons for resigning and your comments on our business. This discussion will be held in confidence.

**Status of this policy**

This policy does not give contractual rights to individual employees. The company reserves the right to alter any of its terms at any time although we will notify you of any changes.