



EMPLOYMENT TRIBUNALS

Claimant: Mr R Manchester

Respondent: Automobile Association Developments Limited

Heard at: Leeds **On:** 5 July 2017

Before: Employment Judge Cox

Representation

Claimant: In person

Respondent: Ms Hale, consultant

REASONS

1. Mr Manchester worked for the Respondent company ("the AA") as a vehicle assessment technician from 26 April 2016 to 20 December 2016, on which date he was dismissed. In the section of his claim form dealing with the "type and details of claim" he indicated that the type of claim he was bringing was "another type of claim which the Employment Tribunal can deal with". He did not tick the boxes "unfair dismissal" or "notice pay". In the box where he was asked to state the nature of his claim he wrote: "breach of employment contract procedures".
2. In the box where he was asked to give "background and details of your claim" Mr Manchester said that he had been dismissed after an "incident" involving a collision between a car he was driving and a car driven by a wagon driver at the premises of British Car Auctions (BCA) in Leeds. He said he had in fact been dismissed not because of this incident but because he had had an argument with his line manager. He alleged that the inquiry into the incident and the appeal hearing were biased against him. He said that in dismissing him the Company used a statement he had made to an employee of BCA about the incident even though Company rules stated that this should not happen without a line manager authorising it and being present. He said that the Company had used his personal data without his authorisation.
3. The AA defended the claim. In its response it stated that Mr Manchester had been dismissed for gross misconduct, namely falsification of records.
4. The Tribunal ordered Mr Manchester to provide further particulars of the legal complaints he was presenting. In response, he sent an email to the Tribunal setting out his "legal complaints". It was still unclear what the legal basis of his claim was. The Tribunal ordered that there be a

Preliminary Hearing to decide whether his claim should be struck out on the ground that it had no reasonable prospect of success.

5. At the Preliminary Hearing, the AA clarified that its position was that Mr Manchester had been dismissed because he had given a false account of events when questioned by the BCA operations manager after the incident. He had stated that the car he was driving was stationary at the time of the incident and the other car had been travelling at between 25 and 30 miles per hour. From statements from other witnesses and CCTV evidence, the AA had established that the incident was caused by Mr Manchester backing into the other vehicle, which had been travelling at around 5 miles per hour.
6. The Employment Judge discussed with Mr Manchester what the nature of his claim was. He explained that he thought he had been dealt with unfairly and in a biased way during the disciplinary process and that the incident had been used as an excuse to dismiss him. He said he had in fact been dismissed because of an argument he had had with his line manager about his productivity. In essence, his claim was that he had been unfairly dismissed.
7. The right to complain of unfair dismissal depends upon the Claimant having at least two years' service at the date of dismissal (Section 108(1) Employment Rights Act 1996). There is no need for this qualifying length of service if the reason for the dismissal falls within certain specified categories, but none of those categories applied in Mr Manchester's case, even if the reason for his dismissal was, as he alleged, the fact that he had had an argument with his line manager. As Mr Manchester had worked for the AA for less than eight months at the date of his dismissal, the Tribunal was satisfied that a claim of unfair dismissal had no reasonable prospect of success.
8. The Tribunal then discussed with Mr Manchester the possibility that he was alleging that the AA had not complied with the terms of his contract of employment in the way that it had dismissed him. The Tribunal accepted, for the purposes of analysing the strength of Mr Manchester's claim only, that the AA's disciplinary procedure was incorporated into his contract of employment.
9. The Tribunal went through Mr Manchester's allegations with him and compared them with the terms of the disciplinary procedure. Mr Manchester was unable to identify how the AA had failed to follow the procedure. So, for example:
 - a. Mr Manchester said that the AA had breached the term that "The investigating officer should be a person not involved in the case". In discussion, accepted that this term had not been breached.
 - b. Mr Manchester said that the AA had breached the terms that "The employee must be allowed to speak for themselves at hearings" and "The employee must be allowed to state their case during the disciplinary meeting". In discussion, he accepted that he had been allowed to speak and state his case at hearings, he just believed that what he said had been ignored.

- c. Mr Manchester said that the AA had breached the term that “The manager chairing the meeting will normally be accompanied by a note-taker”. This term does not require there to be a note-taker, it simply says that there will normally be a note-taker. The fact that Mr Curle, who chaired Mr Manchester’s disciplinary meeting, took his own notes did not breach this term.
 - d. Mr Manchester said that the AA had breached the term requiring the disciplinary meeting to be “chaired at least by a L6 [level 6] manager”. At the Preliminary Hearing, the Tribunal heard unchallenged evidence from Ms Gallagher, an HR Business Partner at the AA, that Mr Curle is a Level 6 manager. This term had not, therefore, been breached.
 - e. Mr Manchester said that the AA had breached the term that “the appeal will be heard by another manager not previously involved in the case”. In discussion, he accepted that Mr Benson, Director of Motoring Services, who dealt with his appeal, had not previously been involved in the case.
10. Finally, Mr Manchester alleged that the statement he had made about the incident to the BCA operations manager breached the AA’s Data Protection Policy, because his line manager had not been present when he made the statement nor authorised it. Mr Manchester’s allegation appeared to relate to a section of the Policy that deals with the provision of personal data to third parties. This provides that employees should refer to their line manager or the company’s Data Protection Officer for assistance before disclosing personal information. The Tribunal was satisfied that this provision related to the disclosure of personal information about the AA’s customers to third parties, and was not relevant to the statement made by Mr Manchester to the BCA employee. In any event, failure to comply with the Policy could not amount to a breach of Mr Manchester’s employment contract, since the Policy itself states that it does not form part of employees’ contracts.
11. Further and more generally, any breach of data protection principles by the AA in handling Mr Manchester’s dismissal could have been relevant to his claim only if he had the right to complain of unfair dismissal, which he did not. The Tribunal has no jurisdiction to deal with claims limited to alleged breaches of data protection law.
12. Having discussed Mr Manchester’s claim with him at length, the Tribunal was satisfied that the claim had no reasonable prospect of success and should be struck out.