



# EMPLOYMENT TRIBUNALS

**Claimant:** Ms R Jarman

**Respondent:** Wilko Retail Limited

**Heard at:** (By CVP) **On:** 11 and 12 January 2021

**Before:** Employment Judge S Moore  
Mr M Pearson  
Mrs M Walters

**Representation**

**Claimant:** Mr G Pollitt, Counsel  
**Respondent:** Ms Gardiner, Counsel

## JUDGMENT STAGE 2 EQUAL VALUE HEARING

The unanimous findings of fact in respect of Mr Brehoney's job description (using the Schedule of Points in Dispute as the reference) are as follows:

### 3.2.2 and 4.2.1

Mr Brehoney was responsible for planning the daily/weekly workload and staffing/resource in respect of the AM/PM shift but not the night shift save he had overall strategic planning responsibility for the night shift when he undertook his substantive role which was labour scheduling and planning for the DC2. This amounted to responsibility for the long-term planning in respect of the resources that would be required on that night shift. He was not responsible for the reactionary type labour planning issues that arose on a daily or weekly basis in running the operational night shift itself.

3.3 Mr Brehoney did not work at the autonomous level as described in the Points of Dispute Schedule before us. Mr Brehoney had autonomy to decide how the daily and weekly reports would be produced insofar as the formulas and the format of the reports themselves, but the content and frequency of the reports were at the direction of the management.

3.4 Mr Brehoney was not able to independently prioritise his workload save where there was specific direction issued from line management. Mr Brehoney had the ability to

prioritise the order in which he undertook tasks so as to ensure the reports were ready at the required time. The frequency of the reports was at the direction of management.

4.2.2 We find that the wording in the Schedule adequately reflects one of his tasks that he was required to perform. <sup>1</sup>

4.2.3 We find that the wording should read as follows. “The Job Holder, subject to management direction as to the content and frequency, maintained and improved work reports to illustrate how DC2 performed against financial targets/ performance metrics. The Job Holder would regularly<sup>2</sup> present that data to Shift leaders/ Shift Managers, Operations Managers (Red Grade) and General Manager (Green Grade).

4.4 There was again a sensible concession by the Respondent to remove the wording “heavily involvement” (this should have read “heavily involved”). “Heavily involved” should be replaced by “highlighted gaps in the workforce”.

4.6 We find that the jobholder was not required to build relationships in the way that could be interpreted insofar as someone in a client facing relationship might be expected to build relationships. We note the wording says “with internal colleagues”. The word “build” should be removed from the description.

7.2 We find that this should not read that the jobholders work was not regularly checked. Mr Ryan’s evidence was that it was checked daily and weekly in that the reports that he produced were checked and discussed by the management team. We accept that they were not checked insofar as how the reports or the information in the reports had been arrived at, but certainly the conclusions were checked and had to be in order for the senior management team to ensure that they had the adequate labour resources on site. Further, the word “intermittent” should be replaced with “daily and weekly”.

8.2 This should be deleted from the job description for the reasons given.

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Employment Judge S Moore

Date 18 January 2021

JUDGMENT SENT TO THE PARTIES ON 19 January 2021

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FOR THE TRIBUNAL OFFICE

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<sup>1</sup> We did consider whether or not it was repetitive of 4.21, but we considered that the words “forecasting the volume of goods tracking” was important to be included in Mr Brehoney’s job description because the volume of goods tracking would indeed inform the labour forecasting that was required, in particular having regard to the peak trading periods referenced in that section.

<sup>2</sup> The parties must define the meaning of regular in the finalised job description.  
10.2 Judgment - rule 61  
2018

Notes

Reasons for the judgment having been given orally at the hearing, written reasons will not be provided unless a request was made by either party at the hearing or a written request is presented by either party within 14 days of the sending of this written record of the decision.

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