EMPLOYMENT TRIBUNALS

Claimant: **Mrs L Purvey**

Respondent: **Ashfield Healthcare Limited**

Heard at: **Leicester by Cloud Video Platform**

On: **Monday 8 and Tuesday 9 February 2021**

Before: **Employment Judge Britton (sitting alone)**

Representatives
Claimant: **In person**
Respondent: **Mr Grahame Anderson, Barrister at law**

JUDGMENT

The Employment Tribunal Judge gave judgment as follows:-

The claim of unfair dismissal succeeds. The Claimant was unfairly dismissed but applying **Polkey** I find that the outcome would nevertheless have been the same and therefore I make no award for compensation.

REASONS

Introduction

1. The issue that I have to determine is whether the Claimant's dismissal from her employment with the Respondent latterly as a Procurement Compliance and Estates Manager was an unfair one.

2. She commenced her employment with the Respondent, which is a very large concern, on 21 July 2008. She rose consistently up the ranks of the business until that last role as to which I shall return. There is no doubt cross referencing to the earlier e-mails in the bundle before me, that she was considered to be an exemplary employee with a first rate record.

3. The employment ended with her dismissal by reason of redundancy on 5 July 2019. Although allowing for her notice entitlement in respect of which she was paid off in lieu, the effective date of termination was 5 July 2019. She then presented her claim (ET1), to the Employment Tribunal on 11 October 2019. It was stated to be[1]a claim for "Unfair, wrongful, and constructive dismissal". But in

[1] As to which see her opening skeleton argument for this hearing.

fact this was a direct dismissal. The Claimant did not resign. So it cannot be a constructive dismissal. Also as to breach of contract within the tribunal's jurisdiction this would be if she hadn't been paid her correct notice pay or such as an outstanding bonus. But that is not the case. Thus the claim is for unfair dismissal. My having explained that to the Claimant at the start of this hearing, she accepts that to be the position. Thus, the case has proceeded on that basis. It is ACAS EC compliant and in time.

4. There was a Preliminary Hearing in this matter before my colleague Employment Judge Ahmed on 17 March 2020. For reasons I otherwise do not get into, he ordered the Claimant to pay a deposit in relation to her claim based upon this also being a maternity/pregnancy related dismissal. She did not pay the deposit and thus that claim was dismissed. Thus I am dealing with the unfair dismissal claim essentially pursuant to section 98(4) of the Employment Rights Act 1996 and possibly a subsidiary issue as to whether or not she has been paid the correct holiday pay.

5. For the purposes of reaching my conclusion today I have had regard to a jointly prepared bundle of documents[2]. I have heard sworn evidence, in each case with the evidence in chief by way of a witness statement, in the following order: first from Roisin Brennan. She is a senior employee with the Respondent based in Dublin and actually working for the parent company which is UDG Healthcare Limited (UDG). She started in her current role as Head of Procurement, taking over from Donal Burke, on 26 November 2018. She was the person who decided to make the Claimant redundant.

6. Second, I heard from Harriett Milner who is an HR Adviser with the Respondent and who advised Ms Brennan for the purposes of the redundancy process.

7. Next I heard from Mrs Ailsa Newman who is a senior HR person in the Respondent and gives an overall take so to speak on material events; although she was not directly involved in the decision to make the Claimant redundant and she did not participate at the subsequent grievance and appeal hearings.

8. Last for the Respondents I heard from Ms Leah Payne who was the HR adviser assisting at the appeal hearing. For the sake of completeness in relation to that part of events the grievance hearing was heard by Matt Williamson, Recruitment Manager on 5 July 2019 and he provided a very detailed written outcome of his conclusions on 16 august 2019 which is Bp 290-298. The grievance hearing itself was all tape recorded and thence transcribed and runs between Bp 261 and 286.

9. The appeal hearing against this dismissal was heard by David Profitt, Head of Quality Compliance for Ashfield UK and Ireland on 29 August 2019. It also t was tape recorded and runs in the bundle from Bp 301. He gave his outcome on 27 September 2019 upholding the decision to appeal. His decision starts at Bp 331.

10. Then I of course heard from the Claimant.

11. Finally I considered the opening skeleton arguments of the Claimant and Mr Anderson.

[2] Where I refence to it I use the prefix Bp followed by the page number.

Findings of Fact

12. As I have said the Claimant had a long standing record of good service and promotions with the Respondent. During her employ she had three spells of maternity leave and is now the mother of three children. I am primarily concerned with the third period of maternity leave which commenced on 12 March 2018. By now she was Divisional Estates Manager.

13. Circa 25 October 2018 the Claimant made a flexible working request to reduce her hours from 31.5 hours per week to 15 when she returned from maternity leave. This was looked into by Donal Burke. In so doing he also brought into the consideration the request that Emma Loader; who had a similar successful track record with the Claimant and I suspect is about the same age; and who was also by now on part time hours. Again I detect because of her child caring responsibilities. They worked alongside one another. Donal put together a case for the two of them to job share and this crystallised circa the end of November 2018, (Bp 152). It has been said before me by in particular Roisin Brennan, but also to a limited extent by Ailsa Newman, that these were actually separate roles. It was just that they were put together to thus constitute a full time equivalent in the structure. I do not agree as to which see the rationale of Donal at Bp 152. It is quite obvious from the bundle that they had complimentary abilities and experience. Furthermore that the estate management part of the work was very much reducing with so much outsourced to JLL, who are an international property management company with increasing responsibility for the international property estate of UDG including the Respondent. Conversely it was envisaged that the procurement aspect of the combined role would increase thus justifying a full time equivalent job share. Both had experience in procurement. It just so happened that in the last few years the Claimant had been more focussing on estate management.

14. It is interesting that only one job description ever emerged for this role and that is before me and is entitled Procurement, Compliance and Estates Manager. Looking at the job requirements of it I am with the Claimant that the estate management element is considerably smaller than the procurement element; but does it matter?

15. Moving into January 2019 the then manager of this team, Cy Talbot was of the view that there was a need to increase the commitment to the procurement role. Reading between the lines he therefore wanted more hours if possible from the Claimant and Emma. He discussed this matter with the Claimant. She did want to commit to further hours. Afterall she had recently given birth to her third child. Furthermore she had additional caring needs for one of her children because of his serious autism and I gather some hearing issues. She had always planned to take extended maternity leave, thence to add on to it shared unpaid parental leave and finally to use up accrued holiday before returning to work circa " September 2019. But Emma was willing to increase her hours and so she did so. She was of course back at work throughout the period of material events. Then what happened is that Cy Talbot left on 15 February 2019. Emma now took over all the procurement function at Ashridge. She was also by now full time. Of course it meant that it was foreseeable that the diminished estate management work could be so small as to not justify an incumbent but I accept that this had yet to crystallise in the collective mind of the Respondent.

16. On this topic it became clear from the evidence today, and in particular via the concessions made by Ailsa Newman, that there was a shortcoming at this

stage. It ought to have been made more clear to the Claimant by CY or after is departure another management in such as a KIT meeting with the Claimant that as she was not going to increase her hours that an alternative would be offering Emma full time. Furthermore that potentially on the horizon could be no need for the Claimant if the estate management work dried up. In this respect I think the Claimant still sees this as detrimental treatment because she was still on maternity leave. But it has gone as an issue because that claim has been dismissed consequent upon the order that the Claimant pay a deposit and which she unfortunately did not do. Thus I am bound by the decision of Employment Judge Ahmed.

17. What it means is that I have no doubt that moving forward into May 2019, and in fact it echoes what the Claimant herself thought was going to happen, that the estates management element of the job had vanished. There was little or nothing left to do. I have already referred to the outsourcing to JLL. Furthermore, the Respondent was using a new IT based system called Oracle which meant that the data processing element of the job had become very limited and could be integrated into the work of the rest of the team.

18. I then factor in that there is no doubt from the evidence I heard from the Respondent and indeed the documentation, that the Respondent was doing badly in terms of its performance. There were as a consequence economies being made. There had already been employees let go in a redundancy exercise in 2018 and there were a significant number who went during 2019. The Claimant was not the only one. A lot of people went from the sales force element of the business. I notice also that several senior executives who were engaged from time to time in the scenario in this case, an example being Mr Profitt[3], have gone. So I do not intend to spend any time on the issue of whether there was a genuine redundancy scenario; there clearly was.

19. In terms of the Claimant sadly she was in a pool of one. If she had continued to job share with Emma it might well be that things would have been different. It may be we would never have been here but that of course had gone under the bridge in January 2019 when Emma took on the extra hours and then with Cy departing in February she became fully employed in relation to particular the procurement arm. Much as I may have sympathy for the Claimant it follows that this was not an issue in terms of selection by May 2019.

20. It is the procedure in this matter that troubles me and the observation I want to make is this and I take it up at Bp188 on 15 May. In an e-mail Ms Brennan wrote to James Emberton, who was a very senior player at the time in HR as follows:

> "As part of the restructure plan I will need to **add** Lydia Purvey to the list of people to **exit**[4] the company. I believe Lydia is now finished maternity leave and is currently using her holiday carry over and parental leave."

21. Now at the top she said in relation to a reply from Mr Emberton:

> "There is no rush on this.."

But that is on 15 May. I want to factor in that at some time around then, which is

[3] During the hearing it was said that by the Respondent that Matthew Williamson had left. The Claimant subsequently wrote in to say this was not correct. But for reasons I shall come to it does not matter.
[4] My emphasis.

Bp 187 she added entries to a document headed: **Summary of your Business – Capability matrix (potential for next role up (N-2)**. She put Emma in the middle performance section as a core employee with:

> "Good performance/medium potential."

But she put the claimant in the first column as:

> "Needs development, good performance/limited potential."

22. The Claimant got hold of that document by way of a public access request of the Respondent as she did of Bp 188.

23. I am not impressed and persuaded by the evidence on that point by Ms Brennan. An attempt was made to rescue, her so to speak, by Ailsa Newman in her witness statement and Paragraph 19 where she said that she understood that Roisin Brennan had meant to use the words "at risk". But she was not part of that dialogue at that time and the words speak for themselves. And I conclude that when it comes to events commencing on 17 June and the very short space of time in which events unfolded that in fact far from not being in a rush the opposite is true on the evidence as I find it to be. I conclude that Ms Brennan wanted to get this all out of the way in order that they could then provide the business plan to the senior directors of the business before the start of the new financial year which I gather was in September.

24. The second thing that troubles me is that Ms Brennan had never met the Claimant. So how could she give this assessment of her capabilities and which flies in the face of the view that Donal had back in November 2018 and who directly managed Emma and the Claimant. Well, she told me that she got this assessment from Cy Talbot before he left. But Cy also never managed the Claimant because by the time he came into post following the departure of Donal, the Claimant of course had long since been on maternity leave; and the only time he seems to have seen her is in the KIT meeting and at which he raised the query has to whether the Claimant would agree to work more hours.

25. It suggests to me that Rosie Brennan may have had a closed mind on this entire exercise. I repeat I am not persuaded by her endeavours to explain away Bp 188 and which speaks for itself.

26. That brings me to 17 June 2019. The Claimant was told she was wanted for a meeting by Harriet Milner. She asked several times on the telephone as to what it was about. Harriet told me that she could not tell her because that was not policy.

27. Given that one of the primary aims of consultation in a redundancy scenario is to give as much warning as possible, I find the contention by Harriet Milner (HM) as a junior HR person that this is policy not to tell the individual at risk before they get into the meeting, troubling. t I think the Respondent should in future think again. In my experience as a Judge of many years standing in the employment forum I would venture to suggest that its current policy is not good practice.

28. So the Claimant came in for the meeting on 17 June with no forewarning as to what it was about. It did not go well. First of all Roisin Brennan was late,

that is because her flight from Ireland had been delayed. Of course that is not her fault but it might have been better to put back the meeting for a short while rather than rush into it, which is the impression that the Claimant gained. Also, says the Claimant, she made no apology for her lateness. The Claimant was given the benefit of a slide show telling her in essence the reasons why there was a business redundancy exercise going on. The slide show was not tailored to her own role. It seems to be generic. And the Claimant thought it looked to be more directed at the sales force. Second she was provided with a job description but it was the wrong one. It was her previous role, not the new role that Donal had decided that she and Emma would undertake.

29. So the meeting did not get off to a good start particularly as the Claimant was also upset that having asked to know what the meeting was about beforehand and having not been told, she was blindsided with what appeared to be a fait accompli.

30. I will however accept that this was an "at risk" rather than a "consultation" meeting. This is because the Claimant was given a letter at the end of it which is in the bundle confirming that she was at risk and the plan was that they would have a further consultation meeting on 28 June. At this stage the Claimant raised the grievance essentially complaining (a) about the process and (b) the Emma Loader issue. The grievance is dated 18 June and is at Bp 212. The Respondent cannot be faulted in terms of the promptness with which the grievance was acknowledged and that therefore there would need to be a grievance hearing. It was originally planned that it would be on 2 July but because of the Claimant's childcare commitments it was heard on 5 July.

31. In the interim the Claimant made plain that she would not engage in the consultation process until her grievance had been determined. As it is she does appear to have attended the meeting on 28 June which was by telephone and at which she was informed that: " Consultation has been extended to 5 July." (Bp 237).

32. In the interim there was dialogue within the Respondent about how to handle matters as to which see the e-mail trail on 24 June 2019 which culminates in Bp 219 when the Claimant was sent an e-mail by Harriet Milner. First was confirmed that the hearing of the grievance was thus rearranged for 5 July although it would not, if that date was not suitable for the Claimant, "be rearranged further". That does not matter because it suited the Claimant and she came along to the grievance hearing on 5 July which started at 1:00 pm and with a trade union representative. It is the next passage that matters:

> "The consultation period will be extended to 5 July 2019 on this occasion only to hear your grievance during the consultation process. Your consideration of dismissal meeting will be held on 5 July at 3:00 pm as you have advised us you are available at this time also. As previously explained the consideration of the dismissal meeting will mark the end of the consultation period."

33. An obvious interpretation of that letter taking its literal meaning, is first implicit is that the grievance has in fact now become part of the consultation process hence the words "to hear your grievance during the consultation process". Immediately thereafter in effect is going to be the consideration of dismissal meeting. The point thus becomes what is the point of having the consideration of dismissal meeting to follow on immediately from the grievance if

a grievance outcome has not been first provided. It makes the exercise of having the grievance meeting in that respect meaningless.

34. Second, the Claimant only received the "consultation notes" of the meeting on the 28 June[5] on the 4 July. Previously she had only seen the proforma script which again indicates lack of consideration for her feelings by the Respondent. The now document answered questions she had raised including on the issue of Emma and also as to why her role was redundant. She therefore made the valid point, as did her trade union representative, at the grievance meeting on 5th July that again it meant she had been given little time to consider what was being said. This then goes to that she had been told, as I have already said, that "Consultation had been extended to 5 July". This was also stated in the final notes viz the meeting on the 28 June (Bp237). . The significance then shows itself in the grievance minutes. The Claimant is therein referred to as LP. Mr Williamson is MW. Towards the end of what was a lengthy meeting the trade union official for the Claimant, Ron Stanley, clearly stated (Bp 278) on this point:

> "…I think the meeting that is going to go on this afternoon has to be put on (inaudible 01:01:28[6]) until the outcome of the grievance because the grievance has a direct impact on that process."

HM replied:

> "That is something that would have to be reviewed."

RS said:

> "Well we will raise it."

LP then added:

> "Will you do that now or."

And the answer then from HM is:

> "That is not something to be reviewed as part of this grievance process, they are two separate processes."

LP:

> "Well we can do that after that. We will do that when we have stopped, yeah but yeah."

35. The point to be made is why was not this something that MW could deal with? Is it that he had no remit which was suggested by HM to me? Well if he did not have a remit, then what is the point of him holding the grievance hearing? In hearing it at this stage given the issues which had been raised, it clearly was central to the fairness of the redundancy process.

36. That brings me to the interface to the "consideration of dismissal" meeting that took place the same day at 3:00 pm. HM in her witness statement referred to it as follows:

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[5] Bp237-244..

[6] This is as per transcript. Obviously it can be inferred that he said something like "on hold".

> "I recall that Lydia requested during the earlier grievance hearing that the consideration of dismissal meeting be brought forward to take place immediately after the grievance meeting. I found this odd because in the grievance hearing Lydia had been pushing for the consideration of dismissal meeting to be postponed but then subsequently requested it went ahead earlier than originally scheduled. However this was Lydia's request and we wanted to support her. We agreed to bring forward this meeting."

37. Now I can find no e-mails in the bundle on that topic at all. What I do know is that there was discussion about whether the Claimant could do 2 July hence why it was moved to 5 July. That goes for both the grievance hearing and the disciplinary outcome meeting to in effect follow on. And if there was some sort of request to put the meeting back then we know it still took place at more or less the time it was intended to. On this issue HM told me that after the recording stopped at the end of the grievance hearing the Claimant and her trade union representative were discussing what to do in the light of the fact that they had not got a decision from Matt Williamson as he was reserving it[7]. Second that they had not been granted a stay of the dismissal process until the outcome of the grievance. HM says that the Claimant and her trade union rep decided they would go ahead with the " consideration of dismissal meeting". The only issue then would be as to whether or not it could be brought forward so that they did not have to wait around. Why is that not in HM's statement? More important why wasn't it added to the notes of the meeting?

38. On the other hand the Claimant tells me she cannot really remember whether there was such a discussion with the trade union representative. But she adds that why would she have such a discussion if they had only immediately prior thereto been arguing that the meeting go on hold until the outcome of the grievance; and given her stance all the way through post the first meeting on 17 June that she was not prepared to take part fully until her grievance was concluded. I have to form a view on this issue. I did not find Harriett Milner's evidence convincing on said topic essentially because I find it unusual for such a methodical HR team that such a crucial note would not have been recorded a la pronto bearing in mind the Respondent was already anticipating that this Claimant could potentially be about bringing litigation. Thus I conclude that I am not persuaded the conversation took place. Rather I conclude that the Claimant and her TU rep were resigned to the inevitable. That there was not going to be further consultation. Simply a confirmation of dismissal and which is what then took place (Bp 257). And in that respect, and because it gives a feel to the context, there is the remark made by Steve Widdoss , then the US based head of global HR, to James Emberton and Ailsa Newman on 23 June 2019 in the exchange of e-mails (Bp 227). Being alerted as he has been to the fact that the Claimant is going down the grievance route and may have already eluded to a Tribunal we get:

JE: "…She just (last week) returned from mat leave and was immediately placed at risk of redundancy and the process has commenced.

> She should not be in next year's budget."

SW: "**Great. When do we expect her to exit**."[8]

[7] He published his decision by which he did not uphold the grievance on 16 August 2019.
[8] My emphasis.

39. So there is the most senior HR person in this large company, with a significant United States interface, unfortunately speaking in a way which completely shows a closed mind. And that agenda is consistent with the "exit" comment of Ms Brennan and Bp188. Thus I find as per the Claimant that this consultation process was a sham. The decision to the dismiss the Claimant had been made prior to the Claimant ever having been seen.

The law engaged and its application

40. First s139(1)(b) of the Employment Rights Act 1996:

> "(1) For the purposes of this Act an employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to:-
>
> (b) the fact that the requirements of that business:-
>
> (i) for employees to carry out work of a particular kind, or
>
> (ii) for employees to carry out work of a particular kind in the place where the employee was employed by the employer, have ceased or diminished or are expected to cease or diminish."

41. In that respect the residual work of the Claimant in terms of the estate management part of the combined role had more or less vanished. Even the Claimant does not dispute that.

42. Therefore I come on to the question of fairness and that of course is enshrined at section 98(4):-

> (4) Where the employer has fulfilled the requirements of subsection (1), the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer):-
>
> (a) depends on whether in the circumstances (including the size and administrative resources of the employer's undertaking) the employer acted reasonably or unreasonably in treating it as a sufficient reason for dismissing the employee, and
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> (b) shall be determined in accordance with equity and the substantial merits of the case."

43. I am aware that I do not substitute my own view on fairness or otherwise, but in the context of s98(4) determine the matter on whether the dismissal was fair within the range of reasonable responses but of course applying s98 (4)

44. Now Mr Anderson has referred to the well known authority in terms of redundancy consultation namely **Williams and Others v Compare Maxim Limited** [1982] ICR 156 EAT. However much of the guidance in that authority does not really apply to cases such as the Claimant's; that is to say this was not

a redundancy exercise which required the identification of a pool of those potentially at risk and thus the creation of a selection matrix and its fair application. There was no pool. The Claimant was in a pool of one.

45. Limb two of the guidance in that case is as to whether the Claimant was warned and consulted? I shall come back to that in due course.

46. The third limb I can deal with now; whether any alternative work was available? Well the parties are in agreement on that one. There is an intranet and the Claimant looked on it. There were no jobs that would be suitable for her. Ms Brennan also explored the issue coming to the same conclusion having made additional enquiries. It is not surprising that this was the case given the substantial downsizing of the Respondent's operation.

47. That therefore brings me back to limb two and the core point of being warned and consultation. Of course it is a question of fact depending on the circumstances of the particular case and the crucial point then becomes that if it was inadequate, would it have made any difference. That of course brings in the seminal authority on this topic which is that of their Lordships in **Polkey v A E Dayton Services Limited** [1988] ICR 142 HL as per Lord Bridge:

> "The employer will not act reasonably unless he warns and consults any employees affected or their representative, adopts a fair basis on which to select redundancy and takes such steps as may be reasonable to avoid or minimise redundancy by redeployment within his own organisation."

48. Now of course as per Lord Bridge there may be exceptional circumstances where the Tribunal could conclude that at the time of the dismissal consultation would have been utterly futile. But I need to factor in in terms of that and the range of reasonable approaches test, the dicta in **Speller v Golden Rose Communications Plc** EAT 1360/96 and which is part of the commentary on the subject of individual consultation to be found in the current IDS Employment Law Handbook on Redundancy. I think it is significant. The EAT mentioned the various practical purposes which consultation could have but also said that it was "courteous and humane to consult people when you are thinking of making them redundant". Well we have here a Claimant of long and diligent service. One who has unfortunately got left out of the loop back in January/February 2018 albeit in part consulted but not knowing the full picture. Sweep forward and prior to 17 June she has no idea that she was now herself at risk, indeed the inevitability of dismissal: after all she has been away from the workplace for a long time. She was hurt and upset by the way in which the meeting took place on 17 June and I take note that Alisa Newman accepted in the unfortunate circumstances that was not unreasonable. Thereafter she had wanted to have her grievance heard first.

49. The Respondent has in effect committed to that by allowing it to take place implicitly if not explicitly as part of the consultation process, and yet it had steamed ahead immediately after said grievance hearing and dismissed the Claimant. What it should have done in those circumstances in terms of the range of reasonable responses test, given the circumstances and that this is a most substantial enterprise, is to simply put the exercise off until the grievance outcome decision was made on 16 August 2019.

Back to Polkey: the dismissal was unfair

50. Thus I do find that this failure renders the dismissal unfair.

But applying Polkey does it me any difference: would the outcome have been the same?

51. This is not a range of reasonable responses test. It is an objective assessment by me. Given that there were no jobs available, I conclude that in fact it makes no difference. All it does is to put the clock back in terms of this dismissal from 5 July to the receipt of the grievance outcome, which let us assume would be latest 20 August 2019. Stopping there, the Claimant raised an appeal against her dismissal on the 13 July 2019 and which was heard by David Proffitt, head of Quality Compliance for Ashfield UK and Ireland on 28 August (Bp 301-327). He dismissed the appeal on 27 September 2019 (Bp 331-335). But this process would not contractually have halted the dismissal process. Thus it is irrelevant to the application of Polkey.

52. But in terms of loss to say 20 August 2019, the Claimant was throughout that period being paid her holiday pay because she had started to take accrued annual leave on 6 June 2019. Furthermore, she was being paid as per the contractual variation in terms of job share with Emma Loader because of course the new contract had come into play post the end of the statutory paternity leave. Therefore the calculations by the Respondent in the bundle are correct. Also correct are the Respondent's calculations for a statutory redundancy pay which is the equivalent of an unfair dismissal basic award and which therefore cannot be awarded twice. She has been paid the correct amount of notice pay when dismissed. And she was as I have said being paid her holiday pay all the way up to 2 September 2019 by which time of course we are past the date which I have now stated would have been fair for the purposes of the actual dismissal. Thus there is no financial loss: Mr Anderson persuades me.

47. So it means I make no award.

48. Post giving my judgement and reasons extempore, the Claimant wrote to the Tribunal making plain that on reflection she wanted written reasons. Hence this Judgement and reasons.

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Employment Judge P Britton

Date: 24 February 2021

JUDGMENT SENT TO THE PARTIES ON

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FOR THE TRIBUNAL OFFICE

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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