EMPLOYMENT TRIBUNALS

Claimant: Darren Wilson

Respondent: Greenergy Flexigrid Limited

Heard at: **London Central (via CVP)**

On: **24 February 2022**

Before: **Employment Judge Bunting**

Appearances

For the Claimant: Mr T Kibling, Counsel
For the Respondent: Mr D Frame, Solicitor

RESERVED JUDGMENT

The Claimant's claim that he was unfairly dismissed is not well founded and is therefore dismissed.

REASONS

INTRODUCTION

1. By a claim form received by the Employment Tribunal on 25 March 2021, following a period of early conciliation between 12 January 2021 and 19 February 2021, the Claimant (Darren Wilson) submitted a claim of unfair dismissal against the Respondent (Greenery Flexigrad Limited – 'Greenery').

2. In a schedule of loss, the Claimant claims compensation in the sum of £23,372.18 (in addition to a claim relating to his pension entitlement which was not enumerated).

3. In a response form, the Respondent gave detailed grounds of opposition. In brief, it is said that the Claimant was made redundant following a fair process.

EVIDENCE

4. In coming to my decision, I had the following evidence :

   a) The written and oral evidence of Michael Blundell, Millie Marston, Richard Frater and Roy Derbyshire on behalf of the Respondent
   b) The written and oral evidence of the Claimant
   c) An agreed bundle of documents of 241 pages
   d) A 9 page document prepared by Mr Kibling entitled 'The Respondent's Written Note and the Issues'
   e) A screenshot of an email sent by Stuart MacFarlane on 07 November 2020, showing a PDF attachment that was provided overnight during the hearing.

5. In addition, both lawyers provided written and oral submissions after the evidence.

THE CLAIM

6. The Claimant accepted that there was a genuine redundancy situation. His complaint was about the fairness of the procedure followed.

7. The central complainants were that, firstly, the consultation was inadequate and that, secondly, he was treated differently, and less fairly, than other staff members in the approach to relocation at a different depot.

8. The above can be broken down further, as identified in the Statement of Issues, as follows :

   i. The Claimant was not provided with information promptly, and had to chase the Respondent to obtain this

ii. As a result, the Claimant had only three days in which to decide whether or not to relocate, which was not adequate time
iii. The lack of information misled the Claimant into thinking that he would not be able to work at a different depot as he lived more than an hour away
iv. The Respondent's lack of flexibility on the one hour rule meant that the Claimant could not accept employment at the other depot
v. One of the two drivers who took employment at the Thames depot is still commuting from his home address, which is over an hour away
vi. The Claimant was misled into thinking that the situation was 'relocate or redundancy'
vii. The Respondent's requirement that a driver had to live within an hour of the depot unfairly favoured those drivers who were single and would not have to uproot a family if they moved.

9. In relation to the last point, it was confirmed that the Claimant was not alleging discrimination.

FINDINGS OF FACT

10. The Respondent is a haulage company that transports fuel around the United Kingdom for various business clients.

11. They operate a number of different depots one of which (as of November 2020), in Bury St Edmunds, employed the Claimant as well as nine other drivers.

12. The Claimant started working for the Respondent on 18 April 2017. It was agreed that he was dismissed on 31 December 2020 in the circumstances set out in more detail below.

13. Following the Covid-19 pandemic, the Respondent (as with many other businesses) suffered a downturn in work. As a result, a decision was made to 'downsize' their fleet.

14. The Respondent, following discussions with the Unite Trade Union, determined that they would close the Bury St Edmunds branch. The closest depot is in Thurrock, some 80 miles away (the 'Thames Depot').

15. All of the drivers at the Bury St Edmunds branch were either made redundant or relocated to the Thames Depot.

16. The Claimant started work for the Respondent on 18 April 2017 at the Bury St Edmunds depot. He remained at that depot throughout his employment. During his employment there were no concerns as to his ability or performance.

17. The Bury St Edmunds depot is a relatively small one compared to the Respondent's other depots. Discussions were held with Unite over the Summer of 2020 when it became clear that the impact of the Covid-19 pandemic would not be resolved quickly.

18. Because of its size, and the relatively large distance from a fuel terminal, it was provisionally agreed that the Bury St Edmunds depot would be closed.

19. The proposal (dated 22 August 2020) was followed closely, but not completely. As an example, another depot at Hemel Hempstead that was originally slated for closure in fact remained open, but with a reduced number of vans.

20. Although the discussion with Unite were not formally disseminated to the respondent's staff, these were informally fed back to staff (including the drivers), who were aware of the fact that there was, at the very least, a possibility that the Bury St Edmunds depot would be shut.

<u>Staff Meeting on 06 November 2020</u>

21. However, formal notice of this was not given until a meeting (held by Microsoft Teams) on 06 November 2020 between the Respondent and all ten drivers, including the Claimant.

22. At that meeting, all the drivers were informed that the Respondent intended to close the Bury St Edmunds depot by the end of the year, although this had not been finally determined.

23. As a consequence, they would be all be placed at risk of redundancy. However, it was hoped that it would be possible to avoid this and that all drivers would be able to relocate to the Thames Depot.

24. Witnesses at the hearing spoke highly of the Claimant, and the other drivers. I consider that they wished to retain all staff (including the Claimant) if at all possible.

25. There was in place a 'Relocation Policy' which made various provisions for support for relocating (whether to the Thames Depot or elsewhere). This was discussed at that meeting, with the three possibilities being referred to at the hearing as 'relocating, renting or commuting'.

26. The general rule that the Respondent employed was that any driver should live within an hours drive of the depot where they worked. The reason for this being that the Respondent's duty of care to the drivers, and to the public at large, meant that it would not be safe to have someone drive more than two hours in a day, on top of a full shift of driving.

27. The Respondent made it clear that this was not a fixed rule, and that if a driver lived more than an hour away then their situation will be considered on a case by case basis.

28. By 'relocating, renting or commuting' what was meant that each driver could switch to Thames Depot if they already lived within an hour drive. If they did not, and were unsuccessful in any individual discussions with the Respondent as to their particular circumstances ,then they could either permanently move to somewhere an hour's drive from the new location (and receive financial support to do so) or obtain temporary accommodation less than an hour away that they could be used when they were on shift.

29. This could include staying with family members or friends, for which provision was made for a payment of up to £250 per month for up to 36 months.

30. There were no minutes produced from the meeting of 6 November 2020, but I accept that the above was discussed, and all parties (including the Claimant) were made aware of the fact that the Bury St Edmunds depot was likely to be shut.

31. They were also made aware that they could either be made redundant or would be likely to be able to secure employment at a different depot. I accept that the terms of the policy were discussed.

32. The next day Stuart MacFarlane (from the Respondent) sent an email to all the drivers (including the Claimant) attaching a copy of the Travel & Relocation policy.

33. The Claimant states that he did not receive the policy, or at least did not remember receiving it. Whilst I accept his evidence that he now does not remember receiving it, I find that he did. This was put beyond doubt by the screenshot provided on the first day of the hearing that showed the sent email with the policy attached.

34. I further consider that the evidence shows that the Claimant was aware of the policy. After that meeting, in a message sent at 5.17pm on the 06 November 2020, the Claimant expressed disappointment at the news that the Bury St Edmunds depot would shut, but asked for '*my figure'* if he were to '*finish*' (ie, accept voluntary redundancy) at that time.

35. Mr Blundell replied at 5.44pm (less than half an hour later) to sympathise with the Claimant's disappointment, and giving an assessment of the redundancy payment.

36. Three minutes later the Claimant sought confirmation as to his outstanding holiday entitlement, as well as confirmation that if he left immediately he would still have the benefit of any subsequent 'change of stance' in relation to 90 days notice. Mr Blundell responded at 5.58pm.

37. The last email that day was sent by the Claimant at 08.56pm asking for the '*details of relocation/digs/commuter package please'*. The only reasonable explanation for

these emails is that the Claimant had been made aware of the options in relation to relocation and had had the opportunity to seek clarification and further explanation.

38. This can be seen in a further email exchange on 11 November 2020 where the Claimant stated to Mr Blundell that he was '*looking at all options*' (including alternative employment) and had secured a place to stay with a family member if he were to transfer to the Thames Depot. He sought confirmation that the payment would be £250 per month for 36 months and asked questions about the logistics.

39. The only realistic explanation for the Claimant giving the exact figures in the policy in this email is that he was aware of, and had read, that policy. The Claimant also raised an issue about the furlough scheme, which is a separate matter to the redundancy (although I accept it fed into his anxiety).

40. The Claimant also raised the fact that he had contacted Ms Marston on several occasions, but she had not responded. I do note that all his emails to Mr Blundell were generally responded to effectively immediately, even out of normal working hours.

41. The exception was raised in an email on 25 November 2020 where the Claimant stated in an email to Mr Frater that he had been signed off work, and that Mr Blundell had not responded to an attempt by the Claimant to contact him. Mr Blundell replied to that the next day.

42. In an email of 26 November 2020 Mr Blundell confirmed, in response to a query by the Claimant, that it had not yet been confirmed that the Bury St Edmunds depot would shut, but that the final plan would be produced imminently.

<u>Notification of redundancy</u>

43. On 08 December 2020 a letter was sent to all the drivers explaining that due to the decreasing fuel sales because of the Covid-19 pandemic it was necessary to shut the Bury St Edmunds depot and relocate the fleet to the Thames depot. There were 14 vacancies identified there, as well as vacancies elsewhere.

44. As a result, there would be individual meetings with all staff members. This was originally to be held on 15 December 2020, but was rearranged to accommodate his childcare commitments, and occurred on 18 December 2020.

45. The notes of that meeting were provided. It was not said that they were not an accurate summary of what was said.

46. The Claimant stated that he had not received the 'redundancy package' and had not heard from Mr Blundell what was on offer. For the reasons that I have set out above, I am satisfied that he had, in fact, received the details of the relocation package and the financial package if he were to take redundancy.

47. The Claimant stated that he would not want to move to take up a job at the Thames Depot as he lived over 2 hours away and the Claimant 'wouldn't allow' him to travel. Because of his young family he did not wish to stay at a temporary address when he was on shift.

48. On 23 December 2020 Mr Frater emailed Lucy Patterson (from HR) copying in Mr Blundell to ask her to send the Claimant his redundancy package and the relocation details. Shortly after that there was a break for Christmas.

49. There was an email exchange on 28 December 2022 between the Claimant and Ms Patterson. Ms Patterson apologized for a delay of a week in replying to a previous email.

<u>Meetings prior to redundancy</u>

50. A second meeting was arranged about which Ms Patterson said "*Also just to clarify your consultation process will continue as long as it needs to (within reason of course) this 2nd meeting isn't necessarily your final meeting*". The Claimant queried this in light of the fact that the Bury St Edmunds depot was due to shut on 31 December 2020.

51. Ms Patterson replied (at 12:32 on 28 December 2020) saying "*The date the depot closes should have no bearing on you getting a fair consultation we cannot lawfully or morally for that matter just make you redundant in the middle of the process".*

52. A meeting had been arranged to further discuss the position. However, the Claimant did not attend the scheduled meeting on 29 December 2020 on the basis, he said, that he had done so on the basis that he had not had the information that he had requested as to holiday owing and offer of relocation.

53. Mr Frater emailed the Claimant at 4.35pm on 29 December 2020 including this information and giving the further information requested.

54. The second meeting proceeded on 30 December 2020 at 4.00pm. In this, the Claimant raised concerns about the process and the delay in getting information to him. He stated, after discussion, that "*I won't be able to relocate in time so I'm forced to take redundancy*" and, "*I would like it noted in my final letter that this is compulsory redundancy as I have been left with no choice*".

55. As a result, the Claimant was formally dismissed the next day.

Post-redundancy

56. The Claimant then exercised his right to appeal in an email dated 07 January 2021.

57. Mr Blundell replied on 11 January 2021 confirming receipt of the appeal, and stating that there were still vacancies at the Thames Depot if the Claimant wished to rescind his decision to be made redundant.

58. The Claimant replied to this email that day re-iterating his previous concerns and stating that the Respondent had made it 'untenable' for him to return. Mr Blundell responded that evening to say "*The decision to make you redundant can be reversed if you wish to transfer as we do have vacancies at*" the Thames Depot.

59. The Claimant replied to this at 7.22pm that night (11 January 2021) where he stated that he "*couldn't possibly see a way forward with me coming back (not transferring as stated) after being made redundant and treated so dismissively! I'd be worried of*

a continuation of the discrimination I have endured so far! Again, as I have said many times this is the whole point of consultation! And reiterate I asked and asked for information!"

60. The appeal was heard on 15 February 2021. The Claimant made it clear that he was "*only doing his meeting because my solicitor and ACAS told me to*" (not Mr Frame, or his firm). He did set out his concerns. The appeal hearing was adjourned to establish further information.

61. This reconvened on 19 February 2021. It was again conducted by Mr Derbyshire. He had the minutes of the previous meetings between the Claimant and Respondent. Mr Derbyshire noted that the Claimant had previously said that he did not wish to transfer, the journey would take over two hours and that he had not applied for an extension to the process to give him more time to review his options.

62. In those circumstances, the appeal was dismissed.

63. For completeness, there were two drivers who remained employed, but transferred to the Thames Depot.

64. One, Paul Mirzan, contacted the Respondent on 02 December 2020 to say that he was at, or just beyond (depending on the route and traffic conditions, etc) the hour cut-off from the Thames Depot, and asking for consideration to be given consideration on an individual basis.

65. He was intending to stay with his mother, who lived approximately 20 minutes away from the Thames Depot, but was reluctant to do so that that time as she was in her eighties and the country was in the middle of a further Covid wave. It was agreed that he could commute from home until the restrictions were removed.

66. Another, Kenny Jordan, moved to the London area to be closer to the Thames Depot. It was agreed that, as he was an hour and twenty minutes away from it prior to his move, he could commute short term until he could put accommodation in place

for a permanent move. This took, in total, 7 weeks, of which 1½ week he was on furlough and 1 week on holiday.

THE LAW

Legislation

67. Any employee (such as this Claimant) who has accrued the relevant period of employment (two years in his case) has the right under s94 Employment Rights Act 1996 not to be unfairly dismissed.

68. The legislative basis for redundancy being a potential fair reason for dismissal is found in ss98 and 139 of the Employment Rights Act 1996:

s.98 General

(1) In determining for the purposes of this Part whether the dismissal of an employee is fair or unfair, it is for the employer to show

a. the reason (or, if more than one, the principal reason) for the dismissal, and

b. that it is either a reason falling within subsection (2) or some other substantial reason of a kind such as to justify the dismissal of an employee holding the position which the employee held.

(2) A reason falls within this subsection if it—

a. ...

b. ...

c. is that the employee was redundant, or

(3) ....

(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

b. shall be determined in accordance with equity and the substantial merits of the issue

s.139 Redundancy

(1) An employee who is dismissed shall be taken to be dismissed by reason of redundancy if the dismissal is wholly or mainly attributable to –

(a) the fact that his employer has ceased or intends to cease—

(i) to carry on the business for the purposes of which the employee was employed by him, or

(ii) to carry on that business in the place where the employee was so employed, or

(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.

Caselaw

69. There was no dispute as to the relevant law.

70. The leading case is **Williams v Compair Maxam Ltd [1982] ICR 156**. The Employment Appeal Tribunal laid down the matters which a reasonable employer should consider in making redundancy dismissals:

i. The employer will seek to give as much warning as possible of impending redundancies so as to enable those who may be affected to take early steps to inform themselves of the relevant facts, consider possible alternative solutions and, if necessary, find alternative employment.

ii. The employer will consult ... as to the best means by which the desired management result can be achieved fairly and with as little hardship to the employees as possible. In particular, the employer will seek to agree...the criteria

to be applied in selecting the employees to be made redundant. When a selection has been made, the employer will consider...whether the selection has been made in accordance with those criteria.

iii. Whether or not an agreement as to the criteria to be adopted has been agreed with the union, the employer will seek to establish criteria for selection which so far as possible do not depend solely upon the opinion of the person making the selection but can be objectively checked against such things as attendance record, efficiency at the job, experience, or length of service.

iv. The employer will seek to ensure that the selection is made fairly in accordance with these criteria and will consider any representations the union may make as to such selection.

v. The employer will seek to see whether instead of dismissing an employee he could offer him alternative employment.

71. In **Polkey v A E Dayton Services Ltd [1987] IRLR 503 HL** it was said that "*... in the case of redundancy, the employer will normally not act reasonably unless he warns and consults any employees affected or their representatives, adopts a fair decision which to select for redundancy and takes such steps as may be reasonable to minimise a redundancy by redeployment within his own organisation*'.

Conclusions

72. Against that backdrop I turn to the facts of this case.

73. It was not disputed that, due to the issues caused by the Covid-19 pandemic, a genuine redundancy situation had arisen. I consider that this was clearly the case. The pandemic affected all businesses, and it can easily be seen how it would have adversely impacted the Respondent.

74. In those circumstances I consider that the Respondent has satisfied s139(1) Employment Rights Act 1996, in that it has shown that the requirements of the

business for an employee to carry out work of a particular kind had ceased or diminished in the place where he was employed.

75. It is also clear that the Respondent were aware of the furlough scheme and had made a number of efforts to ensure that their staff were retained as far as was possible.

76. It was not in issue, and I therefore find, that the Claimant was dismissed by reason of redundancy.

77. What was in issue was the fairness of the procedures, looking at all the circumstances in the round.

78. In considering this issue, I remind myself that it is not my view of the Respondent's actions that is the test. Rather, I have to ask myself whether the actions of the Respondent were ones that fell with the range of reasonable responses.

79. It was not suggested that the procedure of consultation with the Union was in any way flawed, and I do not consider that it was. There was clearly a lot of work put in by all parties to ensure fairness to all parties, and a fair criteria.

80. It was still necessary to have an individual consultation with the Claimant before making a decision on his particular case.

81. The complaints of the Claimant can be broken down into two broad areas, lack of time and inconsistent application of the one hour rule, which I shall take in turn.

<u>Lack of notice</u>

82. The Respondent's witnesses accepted that, had the Claimant only had full information about the relocation package on 28 December 2020 then that would not be sufficient time to have made an informed decision.

83. However, I agree with the Respondent that it is clear that the Claimant had this information well advance of that.

84. It appears more likely than not that the Claimant would have been aware of the potential for redundancies, and the closure of the Bury St Edmunds depot, from at least the summer of 2020 given that the Unions were involved in discussions with the Respondent.

85. Whatever date that was, he was formally notified, along with the other drivers, at the meeting on 06 November 2020. I take that as the starting point for his knowledge.

86. As part of that meeting, I find that the evidence shows that the Respondent informed all the drivers about the redundancy, the proposed package, and the relocation package.

87. This was followed up with an email to all drivers, again including the Claimant, setting out the relocation package. At that point the Claimant had, I consider, all the information necessary for him to make a decision or the ability to ask further questions.

88. He took the opportunity to clarify a few points in the next few days about holiday pay, and asked further questions to ensure that he was fully informed as to the position concerning relocation.

89. He did not (but could have done) raised the question of whether he could continue to commute. He accepted that, as this would involve a journey of more than two hours each way, the Respondent would not accept this.

90. The Claimant did make enquiries in November 2020 as to whether he could stay with his brother in law (who lived less than an hour away from the Thames Depot) which, I accept, must have followed conversations with his family as to his options, and what he should do.

91. I accept that as the end of December 2020 grew closer the claimant appeared to be agitated at the process, a frustration that he repeated at the hearing. I do not consider that this was feigned on his part, he did appear to be genuinely aggrieved.

92. However, it is not quite clear what it was that he was not told, and why that would have made a difference. Or, to put that question the other way, what is it that the Claimant knowns know now, that he did not know then, that would made a difference to him?

93. He states that it is, essentially, the relocation package. However, I accept that he been given this, and a full opportunity to discuss it, in early November 2020.

94. I do not consider that his grievance can be considered to be well founded. The Claimant was aware of the risk of redundancy and, in reality, the likelihood that the Bury St Edmunds Depot would close, from early November 2020. This is some seven weeks before the dismissal.

95. It is understandable that this was a difficult decision for him to make. The new depot was a long distance away from where he had built his home and, with a young family, he was reluctant to uproot them.

96. However, he was treated the same as the other drivers. He had the same three options, namely, to accept redundancy, move permanently or secure temporary accommodation whilst he was on shift.

97. By the beginning of December 2020, he was aware that the Bury St Edmunds Depot was going to close, and that he would have to make his decision shortly. If he opted for one of the latter two options, then it was open to him to discuss his individual case with the Respondent.

98. That gave, in my view, sufficient time in which to make a decision about what was, I accept, an important matter. This would have been reinforced for the Claimant by the email from Ms Patterson of 28 December 2020 confirming that the closure of the depot on 31 December 2020 was not the final deadline for him and he could, if he wished, continue the process past then.

99. I agree with Mr Frame that the Respondent never formally offered an extension to the redundancy process to the Claimant. However, I do not consider that that was an unreasonable response. The Claimant was aware of the timetable, and had

received the offer from Ms Patterson, and it would have been open to him to ask for more time if he genuinely considered that this was necessary.

100. I do accept that at the meeting the next day Mr Frater put the issue to the Claimant and said that he had to decide, and that he put this quite forcefully.

101. Whilst the Claimant was resistant to that, he did not ask for an extension which he could have done, especially given the email that he had received from Ms Patterson two days previously.

102. I consider that the most likely explanation is that he had decided that he did not want to relocate, on either a temporary or a permanent basis. I agree with Mr Kibling's statement that by 17 November 2020 he had 'thrown in the towel' and decided to accept redundancy.

103. This view is reinforced by the fact that whilst he did appeal the redundancy, he did not appear to seriously engage with that process. It was made clear to him that, if he wished, he would be able to rescind the redundancy and take the job at the Thames Depot.

104. However, not only did he did not do so, he did not engage with the offer and explore with Mr Blundell this possibility. His explanation that matters had gone so far that the relationship was irretrievably damaged is not one that, I consider is borne out by the history that I have set out above.

105. It must be remembered that the first instinct of the Respondent, when the Claimant appealed, was to re-iterate the offer of a job at the Thames Depot. There was no obligation on the Respondent to do so, but they engaged with the process fairly, even at that stage.

106. This is not consistent with an employer who was 'out to get' the Claimant.

107. Considering the points I have set out above from **Compare Maxim**, the formal start of the proceeding from 6 November 2020 was, in my view sufficient and fair warning to the claimant.

108. In relation to (ii) – (iii), the consultation process with the Union on a national scale, and then with the drivers at Bury St Edmunds was, fair and reasonable. The Respondent engaged fairly with the process.

109. Whilst it may always be possible to identify something that could have been done differently, or better (for example by notifying the drivers earlier than 6 November 2020, or by unilaterally offering the Claimant more time on 30 December 2020), looking at the procedure adopted by the Respondent, I consider that it was within the range of reasonable procedures that could be followed.

110. In any event, even if I concluded that it was not, it was accepted that I was entitled to look at the procedure as a whole, including the appeal period up to 19 February 2021.

111. I consider that the email from Mr Blundell on 11 January 2021 shows that the Respondent approached the appeal with an open mind.

112. It was approximately seven weeks from when the Claimant was dismissed to the date of the appeal. It is beyond doubt that the Claimant had at the point of dismissal all the information he needed to make a decision. Following that, seven weeks was more than sufficient time to make a fully informed decision. As stated, I do not accept that he had been 'treated … dismissively'.

113. In those circumstances, taken together with the appeal procedure, the Respondent's procedure was well within the range of reasonable procedures.

Inconsistent Application

114. I now consider the question of whether the Claimant has made good his case in relation to the question of the application of the one hour rule. This relates to question (iv) and (v) in **Compare Maxim**.

115. The one hour rule is, whilst not legally mandated, a clearly sensible one. Rightly, the Respondent did not consider that it was hard and fast, and some flexibility would be needed.

116. This would not just be to ensure fairness, but to account for the fact that the length of a journey by car would vary depending on the time of day, the traffic, and so forth. It can easily be seen that to refuse someone out of hand who, according to a google map screenshot, lived 61 minutes away from the Thames Depot would be unfair.

117. However, in my view the position of the Claimant is very different to that of the other two people identified.

118. Firstly, they lived just over the one hour limit (or, possibly, at it). The Claimant was not just a few minutes longer, but a full hour and a quarter, or more than double, the time.

119. The conclusion that a four and a half hour drive on top of the shift was not safe would appear to be not just a reasonable one, but the only realistic conclusion that could be drawn.

120. For completeness, the situation was not relocation or redundancy, but there was the option of 'renting'.

121. The Claimant's view that either relocation or renting was unsuitable for him in light of his personal circumstances was an entirely reasonable and understandable one. But that cannot make the behaviour of the Respondent unreasonable.

Conclusion

122. It was agreed that the Respondent was faced with a situation where there was a genuine need for savings. It was accepted that the redundancy process was a genuine one.

123. I accept that the Respondent genuinely wished to keep all ten drivers if possible. They made appropriate efforts to run a fair process. Alternative, and broadly equivalent, employment was available at the Thames Depot and there was a comparatively generous relocation package available.

124. Whilst I accept that the Claimant is genuinely aggrieved at the process, I do not consider that the evidence shows that he was targeted in any way by the Respondent, or that the Respondent withheld information or 'dragged their heels' during the process. They were willing to engage with the Claimant and the other drivers.

125. It could be said that the final decision to shut Bury St Edmunds was very late in the day, but I consider that this was because the Respondent was, quite properly assessing the suggestion of Mr Borley of a way to keep the depot open.

126. Considering the redundancy process as a whole, I consider that the approach of the Respondent was well within the range or reasonable responses to the situation that they faced.

127. For that reason, the Claim must be dismissed.

DATE: 18 March 2022

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Employment Judge Bunting

Sent to the parties on:
21/03/2022.
For the Tribunal: