EMPLOYMENT TRIBUNALS

Claimant: **Mr Derek Kelly**
Respondent: **EPS Construction Management Limited**
Heard at: Reading On: 21 and 22 April 2022
Before: Employment Judge Gumbiti-Zimuto

Appearances
For the claimant: **Mr D Bheemah, counsel**
For the respondent: **Mr J Green, counsel**

JUDGMENT

1. The claimant was unfairly dismissed.

2. It is just and equitable to make a reduction in the claimant's compensatory award, applying the *Polkey* principle, by 50%.

3. A remedy hearing shall be listed to take place at the Reading Employment Tribunal, by Court Video Platform (CVP), on **20 October 2022**. A time allocation of I day has been given for the hearing.

REASONS

1. In a claim form presented on the 20 November 2020 the claimant made a complaint of unfair dismissal. The respondent defends the claim on the basis that the claimant was fairly dismissed on the grounds of redundancy.

2. The claimant gave evidence in support of his own case and also relied on the evidence of Mr Martin Henley. The respondent relied on the evidence of Mr Derek Kelly. The witnesses produced statements which were taken as their evidence in chief. I was provided with a bundle of documents containing 395 pages of documents. From these sources I made the following findings of fact.

3. The respondent is a provider of construction management services to a wide variety of clients. The respondent supplied mechanical and electrical services. Its clients were largely Tier 1 contractors in the construction industry, namely the main supplier to the end client. A Tier 1 contractor is responsible for managing a wide range of specialist services that are sub-contracted to Tier 2 contractors. The respondent was a Tier 2 contractor and specialised in the electrical installation elements of larger projects. The respondent also undertook some 'fit out' work, making interior spaces suitable for occupation, for direct clients.

4. The claimant commenced employment with the respondent as a Senior Estimator on 10 April 2017 until the termination of his employment on 31 July 2020. The claimant was initially employed on a starting salary of £66,000 per annum.

5. The respondent employed two people in its estimating department, Mr Christopher Watkins and the claimant. Mr Watkins was employed in a role described as an Electrical Estimator from 2 January 2018 on a starting salary of £50,000 per annum. By June 2019 the claimant's annual salary was £80,000 and Mr Watkins annual salary was £55,125.

6. It is agreed by the parties that the work of an estimator involves supporting the respondent with tender opportunities by identifying the scope of works required to meet a client's requirements, establishing the true net cost of labour, plant and materials in order to identify an appropriate profit margin, establishing the risk associated with the delivery of the project, and ensuring proper mitigation of that risk is built into the pricing for the bid.

7. The respondent contends that as a senior estimator, the claimant was required to undertake high value complex tenders of in excess of £1 million which, for the vast majority of enquiries, were predominately electrical installation works. The respondent states that the claimant was able to take the lead on large and complex estimates without supervision owing to his previous experience working on high value electrical installation tenders for several different companies over a 30-year period. In evidence the claimant did not demur from this assessment of his role and capabilities. The claimant however added that his work for the respondent also included work on projects ranging from value from £10,000 to £3M.

8. The respondent's contention was that the due to claimant's experience, the majority, if not all of his work was to undertake the estimates for the Tier 1 contractor tenders. These tenders were typically for large, high value and complex mechanical and electrical projects. In contrast to the claimant's role, Mr Watkins would undertake straightforward, low value tenders for direct clients, or support the claimant with larger tenders for the Tier 1 contractors, under supervision. There was a dispute between the parties about the scope of differences between the claimant and Mr Watkins role.

9. Mr Watkins did not have the same level of experience as the claimant. Mr Watkins was employed to provide support to the claimant. It is agreed by the parties that the claimant was involved in the recruitment of Mr Watkins and that in his letter of appointment it was stated that he would report to the claimant. While the claimant contended that he and Mr Watkins worked as a team, the claimant accepted that *"on a small scale I supervised Chris.*"

10. To the extent that there is a dispute as to the contrasting nature of the roles of the claimant and Mr Watkins I prefer the evidence of the respondent. I formed the view that the claimant was trying to underplay the differences in status between him and Mr Watkins in a way I did not find credible. There was a significant difference in the

salaries paid to the claimant and Mr Watkins. The claimant had been involved in the recruitment of Mr Watkins when it was clearly stated that Mr Watkins would report to the claimant. The claimant supervised Mr Watkins' work, and the claimant was a senior estimator while Mr Watkins was not and had not worked as senior estimator.

11. By mid-2019, the respondent decided to reposition itself as a multi-disciplinary Tier 1 primary contractor. This meant that the respondent expected that its electrical work would shrink from around 50% of turnover to around 10-15%. Moreover, the pricing of that electrical work would in future be carried out by a specialist electrical subcontractor. The respondent expected that its requirement for an employee to carry out complex electrical estimating work would diminish.

12. In the claimant's yearly review 20 May 2019, the claimant was informed that the intention of the respondent was "*to seek direct engagement with end clients where possible with a target of circa 70% direct to 30% subcontract works.*" At this stage there was no mention of redundancy as a possibility. At this stage the yearly review suggests that the claimant would continue as an integral part of the respondent's business.

13. On 27 November 2019, the respondent's board progressed the shift to Tier 1 contracting under the new business model, including client development, a new business structure and rebranding. It further identified that all of its electrical engineers were potentially at risk of redundancy under the new business model. Mr Cole spoke to the claimant about the new business model. At this stage there was still no indication that the claimant would be made redundant.

14. At a board meeting on 26 February 2020 the redundancy of the direct electrical operatives was confirmed, and it was decided that consultation should take place with them. Also, in February 2020 Mr Cole met with the claimant and discussed the respondent's intention to stop tendering for electrical opportunities as a Tier 2 contractor, and to focus on winning direct client works. Mr Cole did not say to the claimant that he was going to be made redundant at that stage the respondent had not reached such a decision about the claimant's continuing employment.

15. The claimant stated in evidence that he was not aware of the decision to restructure the business model and that there were no discussions with him about this in November 2019 and February 2020. On balance of probability, I consider that it is more likely than not that the change in business model is something that would have been and was discussed with the claimant. There is no suggestion that the claimant was being told that his role was at risk.

16. On 23 March 2020, the Prime Minister announced the country would be placed into Lockdown. All work in the construction industry was put on hold. The respondent decided to place a number of employees on Furlough including the claimant and Mr Watkins.

17. On 27 March 2020, the claimant and Mr Cole had a discussion about the decision to place him on Furlough and about the business. The discussion prompted the claimant to ask if he was being made redundant. The claimant was told clearly that he was not.

18. On 17 April 2020, the claim was informed by Mr Cole that his Furlough period was going to continued.

19. Around 10-12 May 2020 the respondent's directors made the decision to make redundancies. In all the respondent made 8 roles redundant including the claimant. The roles made redundant had been identified as not being required in the respondent's new business model and were associated with undertaking electrical installation work in house, which the respondent would no longer be doing. Moving forward, the respondent considered that the electrical estimating work that was required could be covered by Mr Cole with support from Mr Watkins.

20. On 12 May 2020, Mr Cole spoke with the claimant and asked him to meet with him because the respondent was looking at making the senior estimating role redundant. The claimant was told that the respondent did not need two estimators. There was no mention of this being a consultation meeting. There is a dispute between the parties as to precisely what was said during this conversation. The respondent contends that the claimant was told that he was at risk of redundancy. The claimant denies that he was told that he was at risk of redundancy but rather that it was clear that "*at this time the decision to terminate my contract had already been made*."

21. On 15 May 2020, the claimant and Mr Cole discussed the proposed redundancy to the claimant's role. It is agreed by the parties that this was not described as a consultation meeting. The respondent's position is that notwithstanding that, it was in fact a consultation meeting. The claimant says that it was "an informal chat" and that he was specifically told that he did not need representation and *"at no point was there any mention of me being made redundant and any redundancy payment."*.

22. I concluded that in this meeting on 15 May the redundancy and business reasons for it were discussed. The claimant had the opportunity to and did provide his views and comments on that. The meeting lasted around two hours. During this meeting Mr Cole confirmed the respondent's decision to make the claimant's role redundant and told the claimant he would write to him to confirm the details.

23. On 3 June 2020 the claimant spoke with Mr Martin Henley. Mr Henley had learnt that the claimant had been *"let go"* by the respondent and called the claimant to see if he could help. Mr Henley says that when he said to the claimant *"I am sorry to hear what happened, when did you go"*, the claimant was silent and Mr Henley realised that the claimant "*knew nothing about the situation*".

24. On 9 June 2020 the claimant received an email attaching a letter confirming the termination of the claimant's employment on 31 July 2020 on the grounds of redundancy.

25. The claimant instructed solicitors to write to the respondent explaining why the claimant considered that he had been unfairly dismissed (p223).

26. On 26 June 2020, the respondent's solicitors wrote to the claimant's solicitors denying that the claimant had been unfairly dismissed (p230).

27. On 8 July 2020 the claimant was sent a letter inviting him to attend redundancy consultation (p242). The claimant did not engage with the respondent on this. The claimant's evidence was that he considered that his employment had been terminated and that any further consultation was a sham as the respondent had decided on 12 May 2020 that he would be made redundant. Mr Cole agreed with the suggestion that the decision to make the role of senior estimator redundant had been made by the 14 May 2020 meeting (p212). Mr Cole insisted that he remained open to considering any proposal to save the claimant's employment.

28. The claimant's employment ended on the 31 July 2020.

29. On 9 October 2020, the respondent advertised for a Construction Estimator role (p265) an d in due course recruited someone to the role.

30. An employee has the right not to be unfairly dismissed.

31. In determining whether the dismissal of an employee is fair or unfair, it is for the employer to show the reason (or, if more than one, the principal reason) for the dismissal, and that it is a potentially fair reason. Redundancy is a potentially fair reason.

32. There is no dispute between the parties as to the law that I have to apply in this case. Section 139 (1) Employment Rights Act 1996 (ERA) provides that: *"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 – (a) - … (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."*

33. Section 98 ERA provides that where an employer has shown a potentially fair reason , the determination of the question whether the dismissal is fair or unfair (having regard to the reason shown by the employer) 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 shall be determined in accordance with equity and the substantial merits of the case.

34. Section 123(6) ERA provides that where the tribunal finds that the dismissal was to any extent caused or contributed to by any action of the complaint, it shall reduce the amount of the compensatory award by such proportion as it considers just and equitable having regard to that finding.

35. I was provided with written submissions by the respondent. The claimant's representative made detailed oral submissions. The parties have referred me to a number of cases which give guidance on how the provisions referred to above should be applied in redundancy cases, and how they consider I should apply them in this case. In addition to the cases referred to the respondent's written submissions I was referred to Fulcrum Pharma (Europe) Ltd -v- Mrs S Bonassera, HR Advantage Ltd (UKEAT/0198/10DM) and Capita Hartshead Ltd v Ms C Byard (UKEAT/0445/11/RN). I have come to the following conclusions.

36. Was there a genuine redundancy? The claimant contends that the particular type of work had not diminished. The claimant relies on the content of his yearly review 20 May 2019 (p146) to support the contention that the respondent planned to increase Tier 1 work overtime, but his had no impact on the claimant's role or resulted in a diminution on the work for him to do. The claimant submitted that the change in business model agreed in 30 October 2029 (p166) showed that the respondent intended to focus on three core operational activities offering a turnkey product to customers, including electrical, so there was a continuing requirement for the work that the claimant was employed to do. Addressing the 14 May decision (p211) the claimant says that the reason for making the claimant redundant is not explained the minutes simply state that the role is not required. The claimant says that the burden is on the respondent to show that there was a redundancy situation, and the respondent has failed to do so. The claimant further states that even if redundancy is shown it is not the reason for the claimant's dismissal. The claimant says that the data produced by the respondent is not reliable (p395); the respondent was in "*a good position with approx. £4.5M of secured works with a high possibility of securing a further £4.0M*" (p148) (May 2019); *In May 2020 the respondent had "orders for £2m of works and are awaiting orders of a further £2M"* (p211). The claimant contends that the figures do not reconcile with the reason for redundancy. The respondent's arguments in response were set out in the respondents written submissions at paragraphs 41-44.

37. Establishing whether there is a redundancy dismissal requires applying a three-stage test: (i) was the employee dismissed; (ii) if so, had the requirements of the employer's business for employees to carry out work of a particular kind ceased or diminished, or were they expected to cease or diminish; and (iii) if so, was the dismissal of the employee caused wholly or mainly by the cessation or diminution. The phrase *"work of a particular kind"* means work which is distinguished from other work of the same general kind by requiring special aptitudes, skills or knowledge. If a redundancy situation exists, it is not open to the Tribunal to investigate the rights and wrongs of that redundancy situation, and nor is it open to a claimant to challenge the declaration of redundancy on its merits.

38. I am satisfied that the evidence given by Mr Cole shows that the respondent changed its business model to move from away from Tier 2 specialist electrical work. This resulted in several roles, other than the claimant's role, associated with the respondent's electrical work being made redundant. The change of business model

involved moving away from Tier 2 electrical work, which provided the complex electrical estimation work that that the claimant performed. The scale and value of electrical elements in the multi-disciplinary contracts that would remain would be significantly less. The electrical work that remained would be outsourced to other subcontractors and as a result, the respondent was faced with a reduction in the need for complex electrical estimation work. The requirement for employees to carry out work of a particular kind – complex electrical estimation work – had diminished and/or was expected to diminish.

39. The claimant put to Mr Cole that the claimant was dismissed because he had a higher salary than Mr Watkins. This was denied by Mr Cole. Having considered all the material before me I felt able to accept this evidence from Mr Cole and his evidence that the claimant's dismissal was wholly or mainly attributable to this diminution in complex electrical work. The respondent in my view has shown that the reason for the claimant's dismissal was redundancy.

40. The claimant submits that he was not formally placed at risk of redundancy. This was clearly established by the evidence. The claimant also says that contrary to the respondent's submission there was de facto warning and consultation. The first discussion of redundancy for the claimant was on 15 May 2020 by which time the decision on redundancy was in the claimant's submission *"a done deal… Mr Cole accepted that in his evidence"*. Mr Cole accepted in questioning on behalf of the claimant that there was no discussion about the claimant taking on Mr Watkins' role. The claimant also points out that the letter of the 9 June 2020 only refers to the meeting on 15 May as the occasion on which the there was discussion about the claimant leaving the business and that this discussion comes after the board had made the decision to remove the position. The claimant says that consultation should take place when the proposals are at a formative stage, there should be adequate information and consideration of the response to the consultation. The claimant says that in this case the consultation took place after the decision to dismiss for redundancy had been made and was presented as a fait accompli.

41. The respondent relied on the guidance in Mugford v Midland Bank [1997] IRLR 208 on the significance of individual consultation to the fairness of a redundancy dismissal. The respondent accepted that the decision to make the claimant's role redundant was made prior to the consultation meeting on 15 May 2020 (see paragraph 47 of the respondent's closing submissions).

42. The question whether there was a de facto consultation requires an assessment of all the circumstances. While I am satisfied that there was discussion about the change in business model there was no suggestion that the claimant's role was at risk until the 12 May 2020. The discussion on the 15 May 2020 took place in circumstances where the decision to remove the claimant's role had been made. The discussions on 15 May 2020 were about the business reasons for the redundancy when Mr Cole confirmed the respondent's decision to make the claimant's role redundant. There was no

indication in this meeting of an attempt to find ways to avoid dismissal. The discussion centered on the merits of the respondent's move to the new business model.

43. The claimant's solicitors wrote to the respondent setting out a number of factors supporting the suggestion that the claimant was unfairly dismissed. The letter from the respondent's solicitor to the claimant's solicitor included the following passage: *"To the extent that there has been any failure in process (which is denied) it would have made no difference to the outcome. The reality is this was a genuine redundancy situation, and EPS no longer required a Senior Estimator with the skills, qualifications or experience of Your Client."* The claimant placed significant reliance on this passage in his evidence.

44. The respondent made an offer of further consultation or an appeal in a letter dated 8 July 2020. The claimant's reaction to the respondent's offer of further consultation or an appeal is in my view not unreasonable. The way that the respondent had dealt with matters provides a credible explanation for the respondent's failure to engage with the respondent in what he reasonably, even if wrongly, considered to be futile consultation. I am satisfied that had the claimant's solicitors' letter not been sent there would have been no offer of an appeal or further consultation.

45. The claimant says that he should have been placed in a pool with Mr Watkins but there is no demonstration in the evidence of the respondent giving any proper consideration to whether the claimant should have been placed in a pool with Mr Watkins. The claimant says that the only time that there appears to have been an appreciation of the comparative roles of the claimant and Mr Watkins was at the meeting on 30 October 2019 which was some 8 months before the claimant's dismissal. The respondent in the meeting on the 30 October 2019 placed the claimant in a group of employees who were described as "exploit". Mr Watkins was placed in group of employees who were descried as "core". It is agreed that the core group of employees were those seen as integral to the business plan. The claimant suggests that this identified him as an employee who was to be dismissed in October 2019. The claimant states that placing the claimant and Mr Watkins in different groups makes no sense when you consider their CV's the work that they did, the claimant's appraisal. The claimant contends that he worked interchangeably with Mr Watkins. The claimant was on a higher salary than Mr Watkins. The respondent contends that the claimant and Mr Watkins carried out significantly different roles.

46. The claimant was a senior estimator, and Mr Watkins was an estimator who reported to him. The claimant was also involved in assessing Mr Watkins' performance. The claimant was on a significantly higher salary than Mr Watkins. The claimant was the senior member of the team and had different responsibilities compared to Mr Watkins. The claimant's duties included leading complex and high-value bids for electrical work as a specialist Tier 2 contractor. Mr Watkins could not have carried out the claimant's work. There was a difference in their roles and in the type of work that the claimant and Mr Watkins performed. The question of how the pool should be determined is primarily a matter for the employer, it is difficult for the employee to challenge it where

the employer has genuinely applied its mind to the problem. I am satisfied that the evidence of Mr Cole shows that the respondent did apply its mind to the question of the pool and determined that the claimant and Mr Watkins were to be treated differently, they were entitled to do so. While the respondent was in entitled to conclude there should be pool of 1, the absence of meaningful consultation deprived the claimant with an opportunity to show the respondent that there was a reasonable alternative course they could take in volving the claimant and Mr Watkins being placed in the same pool.

47. The claimant argues that the failure to consider bumping may result in an unfair dismissal. The claimant says that the starting point should be a discussion with the claimant about whether he was willing to accept a significant reduction in pay that would result. In this case Mr Cole agreed that he did not consider bumping. The respondent contends that there is no obligation to consider bumping a more junior employee. Given the clear difference in seniority, pay and responsibility, the respondent submits that it was in the range of reasonable responses not to do so. In his meeting with Mr Cole on 15 June the claimant did not suggest bumping.

48. In this case the fact that the respondent did not consider bumping is understandable. The claimant was working in a role of senior estimator where he specialised in complex electrical estimating that would no longer be available. The claimant was frequently pushing for higher pay which was justified by his performance. The claimant did not mention bumping. That the respondent did not consider demotion as an alternative to redundancy is reasonable. In my view that the issue of bumping is raised here after the event illustrates the consequences of the failure to consult properly. Had there been a meaningful consultation with the claimant the claimant would have had the opportunity to raise the issue of bumping, if such a situation was within his contemplation. The failure to consult properly means that the question of bumping remains debateable.

49. The claimant argues that he could have done the role that Mr Watkins is doing now, the claimant was not given the opportunity to work was a construction estimator as Mr Watkins is described in the respondent's publicity literature. The respondent in October 2020 recruited a senior construction estimator, this was not a role for which the claimant had obvious qualifications, or inclination to perform, the claimant says that he was never given the opportunity to persuade the respondent that he possessed the necessary skills for the role.

50. I consider that the respondent's position on this point provides a complete answer to the point raised by the claimant. An employer is required to take reasonable steps to find alternative employment for an employee at risk of redundancy. No vacancy existed prior to the termination of the claimant's employment. The construction estimator role was not advertised until October 2020. There is no clear evidential basis for concluding that this was a role for which the claimant had obvious qualifications, or inclination to perform.

51. The claimant points out that though the absence of an appeal review procedure does not necessarily make a dismissal unfair it is one of the factors that has to be weighed in the balance. The claimant was not given an opportunity to appeal in the 9 June letter. The claimant says that the failure to offer an appeal before the letter from his solicitor shows that the appeal was not a genuine offer to review the decision but merely an attempt to make good what was a patently faulty process, and in any event the letter from the respondent's solicitor was written in terms that showed that the appeal was pointless.

52. The respondent counters that there was no reason to go behind the offer an appeal by the respondent and that it is "*nonsensical to say that it was not real appeal*". It is pointed out that in his witness statement the claimant does not say that he refused to attend because of the response from the respondent's solicitor's letter. The respondent states that there was no other procedural step that would have made any difference. In any event the claimant refused to attend the appeal to discuss any such procedural failings.

53. It is my view that it is necessary to consider the whole procedure that was followed by the respondent. The timing of the offer an appeal is in my view something that the claimant is entitled to take into account when considering his reasonable actions. The fact that the claimant was sent not only the letter from the respondent's solicitor, but also a draft template version of the letter of the 8 July are all factors that will have informed the claimant's judgment. Taking all the circumstances into account the respondent was in my view right to offer the claimant an appeal that the claimant failed to take it up in these circumstances was not unreasonable.

54. The claimant contends that the respondent's response to the claimant's solicitor's letter before action shows that the respondent got it wrong. This may be the case but in my view the respondent does not act unreasonably in offering the claimant an appeal in the circumstances where it belatedly recognises that there should have been an earlier offer of an appeal. While this belated offer may not repair the defects in the earlier process the late offer of an appeal is not unreasonable. In the circumstances that the claimant was unwilling to engage in the process offered is my view understandable.

55. In the circumstances I am of the view the claimant was unfairly dismissed because there was a failure to carry out meaningful consultation with the claimant before the decision to dismiss the claimant was made.

Polkey

56. The respondent's position is that a fair procedure would have led to the same outcome, namely the claimant's dismissal by 31 July 2020. This was a genuine redundancy situation; the claimant sat in a pool of one; he would not have accepted Mr Watkins' role if offered, and there were no alternative roles available. No further consultation or any other procedural step would have changed the outcome. The respondent says

that this is most clearly underscored by the claimant's refusal to attend further consultation or meetings after being given notice of his dismissal. The respondent contends that there should be a 100% reduction.

57. The crucial failing in this case in my view is the failure to have a proper warning and consultation process. The matters raised by the claimant's solicitor should have been addressed by the claimant and the respondent in a meaningful consultation. For a consultation process to be meaningful there needs to be genuine engagement by the participants. I accept the claimant's evidence that he did not consider that the respondent was offering him consultation that was genuine. The circumstances in which it was made in my view were such that the claimant's conclusion that the respondent was not being genuine was reasonable. I therefore consider that the refusal of the claimant to engage in the further consultation or appeal was not unreasonable. A 100% reduction is not appropriate.

58. I have however, had the opportunity to hear the evidence of Mr Cole and his insistence that if an alternative to dismissal of the claimant had been presented, he would have been open to it. There is no reason for me to reject this statement by Mr Cole.

59. Had there been engagement between the respondent and the claimant on further consultation or appeal. I do not reject out of hand that the claimant would have accepted a significant pay cut to remain in employment, in such circumstances I do not consider that a reasonable response would have been to simply reject that so some thoughtful consideration of choosing between the two should have taken place. These events took place in the midst of the pandemic. The claimant's industry was affected by the pandemic as is evident from the respondent's position at the relevant time. When the claimant found new employment, he took up a role where his level of pay was considerably less than that which he enjoyed with he respondent. The only way that the claimant would have been able to remain in employment would have been if he was to persuade the respondent to either 'bump' Mr Watkins or alternatively place the claimant and Mr Watkins in pool together and make a decision between them. If this had been done I see no reason why the claimant would not have had a reasonable chance of keep in employment with the respondent. I am of the view that there should be a 50% Polkey reduction to reflect the uncertainty.

Contributory fault

60. I am not satisfied that it is just and equitable to reduce the claimant's award of compensation for contributory fault based on the claimant's failure to engage with the respondent's offer of further consultation or appeal in the letter of the 8 July. In my view the claimant's failure to engage was understandable and a reduction for contributory fault is not appropriate.

Remedy Hearing

61. The remedy hearing shall take place on the **20 October 2022** at the Reading Employment Tribunal using the Court Video Platform. The parties must

    a. By **17 June 2022** the parties must disclose and further documents relevant to the question of remedy that have not already been disclosed.
    b. By **26 August 2022** the parties must agree a remedy bundle.
    c. By **22 September 2022** the parties are to exchange witness statements relevant to remedy.

    The parties may agree to vary a date in any order by up to 21 days without the Tribunal's permission, but not if this would affect the remedy hearing date.

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Employment Judge Gumbiti-Zimuto
Date: 25 April 2022
Sent to the parties on: .....
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For the Tribunals Office

Public access to employment tribunal decisions:
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