



EMPLOYMENT TRIBUNALS

Claimant: Miss A MacFarlane
Respondent: Built on the Rock Ministries
Heard at: East London Hearing Centre
On: 18 and 19 January 2024
Before: Employment Judge Park

Representation

Claimant: In Person
Respondent: Ms H Suleman (solicitor)

JUDGMENT having been sent to the parties on 25 January 2024 and reasons having been requested in accordance with Rule 62(3) of the Rules of Procedure 2013.

REASONS

Claims and issues

1. At a preliminary hearing on 30 October 2023 the list of issues was agreed. It was confirmed that the claimant's only claim was for unfair dismissal.
2. The respondent said that the reason for dismissal was redundancy.

Procedure, documents and evidence heard

3. The claimant represented herself. The respondent was represented.
4. A bundle of documents had been agreed and prepared. The claimant provided two additional documents at the outset of the hearing. These were also taken into account.

5. The claimant had prepared a witness statement and gave evidence in person.
6. The respondent called Pastor Navlette McFarlane-Sawyer as a witness. During the hearing she was referred to as Pastor Navlette and I have also referred to her as Pastor Navlette in this judgment. The respondent had also provided a witness statement for Tina Rahman, a Human Resources Specialist who had been involved in some meetings. Ms Rahman could not attend to give evidence in person. I told the respondent that as a result the weight I gave to Ms Rahman's evidence would be limited as she could not be cross-examined.

Findings of fact

7. The respondent is a small religious charity. It was founded by the claimant's parents.
8. The claimant initially worked for the charity a number of years ago. She then left and worked for the Salvation Army for a period of time. In June 2018 the claimant returned to work for the respondent in the role of executive administrator.
9. Pastor Navlette MacFarlane is the claimant's sister. She was also employed by the respondent. She started to work for the respondent in 2019 and took over as the Pastor in 2020. The claimant and Pastor Navlette were the respondent's only employees. Initially the claimant was also the assistant pastor. She resigned from that role in 2021. From then on the claimant's only role was executive administrator.
10. As a charity the respondent has a board of trustees. They are volunteers and were described by the respondent as being management. Pastor Navlette was also management. I accepted that the claimant did not have any management responsibilities when she was only employed as executive administrator.
11. In 2021 the respondent appointed Peninsula to provide them with HR services. The claimant confirmed that before then she did not have a formal contract of employment. She had just had what she described as an 'unconditional offer letter'.
12. In March 2022 the respondent sent the claimant a formal contract of employment and asked her to sign it. I understood that the trigger for this being provided was the appointment of Peninsula. Before this point had been no employment procedures in place. Once the respondent appointed Peninsula to provide HR support they ensured that policies and contracts were put in place.
13. The claimant says she did not accept these new terms. The claimant was unhappy with several clauses in the contract. One of these indicated that she could be put on short working. There was also an express clause indicating that the claimant's employment could be terminated if funding was lost. There was some correspondence at the time between the claimant and Pastor Navlette and the claimant indicated she was not satisfied with the situation. She did not sign the new terms but continued working for the respondent.

14. I made no further finding of fact on this as I did not consider it relevant to the issues I need to determine. I just noted that the claimant continued to be employed and she worked 25 hours per week earning the same salary.
15. The claimant says that in late 2022 she discovered that the respondent had taken out an insurance policy about employment claims. At this time the only two employees were the claimant and Pastor Navlette. I accepted Pastor Navlette's evidence that this policy had actually been in place since 2021 because it was part of the package with Peninsula.
16. During 2022 the respondent started to have difficulties financially. The respondent is a small charity and it is wholly reliant on donations. These primarily come from members of the congregation. Some have standing orders, so provide regular income. However, other donations are made on an ad hoc basis, often in cash at services or weekly donations. As a matter of fact I found that this meant that the respondent's position was not financially secure as its income was not reliable and could change easily.
17. I also accepted the respondent's evidence that it experienced particular financial difficulties in 2022. The charity owns the freehold of its property. During 2022 there were significant outgoings for repair of the building and installing a new boiler. I accepted the respondent's evidence that by early 2023 the respondent charity was in a difficult position financially because of this. I acknowledge that the claimant does not accept this, but I was not provided with evidence showing anything to the contrary. There was no evidence that indicated the respondent's explanation about its financial concerns was not genuine
18. A trustee meeting was held on 14 January 2023. Present at this meeting were Pastor Navlette and the two other trustees. The claimant did not attend trustee meetings. The respondent's financial position was discussed at that meeting. It was noted that there were concerns and expenditure needed to be reduced. This was in the minutes of the meeting.
19. At this meeting the board also discussed the claimant's role. It was in the minutes that the respondent could not afford to have two full time employees because of its financial position. I did not hear any further evidence about the discussion itself at the meeting. However, it was documented that the trustees agreed to start a process of changing the claimant's role to one of administrative assistant on reduced hours and to look into how they could do this legally.
20. In terms of what was decided then, I find it likely that a decision had been made to make changes that would impact the claimant's role. This did not mean that there was a definite decision at that point to make the claimant redundant. What was proposed in January 2023 was a change to the claimant's role in terms of its scope and hours.
21. I was not provided with clear evidence, either documentary or witness evidence, expressly setting out what happened after that. Pastor Navlette did explain that she was in contact with Peninsula, who were providing her with advice. She was asked to put together a business case document. Peninsula also provided template documents such as letters. Within the

documents was a business case for the redundancy. It was not clear when that was prepared and the claimant challenged this. I accepted that this formal document may not have been finalised until later on. Nonetheless, I have already accepted that the trustee board had discussed their intention to change the claimant's role and the reasons why during the meeting on 14 January 2024. Therefore, I accepted that Pastor Navlette continued to put together the business case after the trustee meeting, even if the formal document setting it out was not finalised until later on.

22. By way of background, I have also noted that there had been ongoing issues at the time about payment of pension contributions and NICs by the respondent on behalf of the claimant. This is not of direct relevance to the issues I must determine and the parties confirmed that these matters, in terms of sums due to the claimant, have been resolved. However, it is relevant that there was correspondence about this at the time between the claimant and Pastor Navlette. On 22 February 2023 Pastor Navlette wrote to the claimant to update her on this and suggest a meeting on 24 February 2023 to discuss this issue.
23. A meeting did not go ahead then as the claimant was not in the office. The claimant and Pastor Navlette instead met on 28 February 2023. I accepted that the claimant was only expecting this meeting to be about the pensions and NIC issue. She had no prior knowledge of what else Pastor Navlette intended to discuss.
24. There were no minutes of this meeting on 28 February 2024. I was provided with notes with Peninsula's brand. These were not minutes of the meeting but appeared to be a script for Pastor Navlette to follow. At the meeting on 28 February 2023 the claimant says that Pastor Navlette told her that her role would be replaced by a part-time role. This is broadly consistent with the script which states that the claimant would be told the role would be restructured to be part time or redundant.
25. There was some dispute what the claimant was told and specifically how certain the proposals were at the time. I accepted as a matter of fact that Pastor Navlette had never had to carry out this type of conversation before. In the following days the claimant and Pastor Navlette messaged about the situation. The claimant sent a message summarising her recollection of what was said. The claimant said she was told she was being made redundant due to insufficient funds. Pastor Navlette confirmed this, referring to the contract that had been issued in 2022.
26. I concluded that the key finding I have needed to make is that during the meeting on 28 February 2023 the claimant was informed that her role would change and redundancy was an option. The claimant said she was 'blindsided by this'. I accepted this would have been the case. There was no evidence the claimant had any prior warning this may be a possibility.
27. On 23 March 2023 Pastor Navlette sent a formal letter to the claimant confirming the discussion on 28 February 2023. I note that this was several weeks after the meeting. I was not provided with evidence of any further discussions between Pastor Navlette and the claimant in interim other than

the internal messages immediately after the meetings. In the letter the respondent states:

- 27.1. the role of executive administrator will be redundant due to finances and a decrease in the workload;
- 27.2. there will be a consultation;
- 27.3. the claimant was asked to consider alternatives; and
- 27.4. a consultation meeting would be held on 30 March 2023.

There is no express mention in this letter of an alternative option of the claimant's hours being reduced.

28. On reading this letter it comes across as having been based on a standard template. It refers to voluntary redundancy as an option and considering alternatives. In oral evidence Pastor Navlette explained that Peninsula had provided templates and she just put these on her headed paper as she had not carried out this type of process before.
29. In advance of the meeting on 30 March 2023 the claimant wrote to Pastor Navlette to confirm other aspects of the discussion. She referred to the fact that Pastor Navlette would be taking a pay cut and that there would be a part-time role. The claimant also asked who would be attending the meeting.
30. The claimant was ill over the weekend so contacted Pastor Navlette to say she could not attend the meeting as planned.
31. Pastor Navlette responded to say that the meeting was time sensitive so may be held in her absence if she did not attend. Pastor Navlette also advised the claimant that a human resources consultant would be present at the meeting.
32. The meeting did not go ahead on 30 March 2023. It was rescheduled to be held by zoom on 31 March 2023. Pastor Navlette texted the claimant and said that if she did not attend it would go ahead in her absence.
33. The claimant did attend the meeting. Pastor Navlette attended as did Tara Rahman, a consultant from an organization called HR Habitat. This was a different organisation to Peninsula. The claimant said she was surprised by Ms Rahman's attendance. As part of her claim the claimant has presented Ms Rahman's attendance as problematic. The respondent put forward a few explanations. One was the cost, as it was cheaper to use Ms Rahman's services to attend a meeting with the claimant. It was also suggested that the claimant had said to the respondent that Peninsula were biased, though I was not provided with any evidence indicating she had made such a complaint. I make no further findings of fact about the attendance of Ms Rahman as opposed to Peninsula. As a matter of fact she was there. I also accepted Pastor Navlette's evidence that she wanted to have an HR person attend to ensure there was fairness due to the claimant and Pastor Navlette being related.

34. I was provided with a full transcript of that meeting. This again is a point of some contention as the claimant said she was told that the meeting would not be recorded when in fact it was. I make no further finding of fact whether this is the case as it is of no direct relevance to the issues I need to determine. I just note that the meeting was recorded which means I have been provided with the full transcript which I have had the opportunity to read.
35. I am not going to set out in detail everything that was discussed at the meeting. My findings are limited to the points that are relevant to the issues I need to determine in this case. These are as follows:
 - 35.1. There was a lot of discussion about Ms Rahman's role in the process. The claimant questioned this, including who Ms Rahman was being paid by and why she was there rather than Peninsula.
 - 35.2. Ms Rahman tried to explain to the claimant about consultation and selection processes. She also tried to discuss with the claimant her role.
 - 35.3. Ms Rahman told the claimant several times that she could ask questions and raise her concerns about what was being proposed.
 - 35.4. There was some discussion about the respondent's financial position.
 - 35.5. Ms Rahman said she wanted to explore alternatives to redundancy with the claimant. There was an alternative part-time role working two days per week and this was discussed. During the meeting the claimant was offered this role and she said she would accept it.
36. The claimant said that at this meeting she was told that the role would be the same as her current role and just the hours would be reduced. Having reviewed the transcript my finding is that the discussion about the reduced-hours role was minimal. There was no discussion about duties or salary, just that there was a part-time role. This was offered to the claimant and she accepted.
37. I have concluded that there was a lack of clarity about the role at that meeting. It is possible that there was a difference in understanding between the claimant and Pastor Navlette and Ms Rahman. Pastor Navlette did say a new contract would be drawn up along with the salary, indicating that she viewed the role as a change in position. I also note that the claimant did not ask for any clarification about what she would be required to do within the reduced hours if she accepted.
38. Overall, I find that this was a genuine consultation meeting. The claimant had opportunities to ask questions about the situation. The details of the part-time role were left vague, but the claimant did not ask about this either. She did ask questions, but these tended to focus on other issues such as the role of Ms Rahman and about the charity's finances, rather than how the new structure would work in practice.

39. On 6 April 2023 Pastor Navlette wrote to the claimant to confirm the outcome of the meeting. She stated that during the meeting the claimant had accepted the alternative role, which would be for 10 hours per week. A revised contract was provided. The salary was the same hourly rate as the claimant's original role, so effectively the role was on the same salary but reduced pro-rata. However, the contract stated that the role was Church Administrator as opposed to Executive Administrator. The job description was also included. I accepted the claimant's characterisation of this as a more junior role. It did not include a number of duties in the claimant's original job description. It also stated that many tasks the claimant had previously done could only be carried out with approval, so it would have less responsibility. This was also not disputed by Pastor Navlette. Pastor Navlette explained that some tasks the claimant had been carrying out, particularly related to finances, were going to be done by trustees from then on.
40. As the claimant perceived the new role as a demotion she decided to reject it. On 7 April 2023 the claimant emailed Pastor Navlette to say she did not accept the offer of the new position.
41. On 11 April 2023 Pastor Navlette sent the claimant notice of termination including details of pay in lieu of notice and her redundancy payment. The claimant accepts that the terms and conditions issued in 2022 include a pay in lieu of notice clause but she objected to it being enforced. The claimant's employment terminated on 11 April 2023.
42. On 11 April 2023 the claimant wrote to the board of trustees appealing against dismissal. She said that it was not a genuine redundancy situation and alleged there had been dishonesty within the charity. The claimant's appeal letter was lengthy and set out many complaints about different incidents over the preceding years. I am not going through most of these complaints in detail as I do not consider them of direct relevance to the issues I need to determine. I will just note that I have read the appeal and its contents. The point which is key to the issues I need to determine is that the claimant challenged the reasoning for the redundancy, i.e the finances. She also said the consultation had been mishandled.
43. On 17 April 2023 Pastor Navlette wrote to the claimant acknowledging the appeal. She also said that it raised a grievance and she understood the claimant wanted that dealt with formally. The claimant responded to say that the whole appeal was formal. I found that there was some confusion about the nature of the claimant's complaints in her appeal and whether it was just an appeal or if she was also raising a grievance. I make no further finding on this given that the complaint I am determining is just about the dismissal. The claimant has not pursued any other claims based on the other complaints detailed in her appeal letter.
44. Initially Pastor Navlette informed the claimant that an appeal would be heard and chaired by Ms Rahman. The claimant wrote to object to Ms Rahman's involvement, stating the process was biased. There was further correspondence about this.

45. The hearing went ahead on 20 April 2023 and Ms Rahman was present. Again, I was provided with the transcript of the appeal and had the opportunity to read it. However, it is a lengthy document so I only focused in detail on the parts to which I was taken and were relevant for the issues I need to determine. As a result I am not making any more detailed findings of fact about what was discussed at the appeal. I was satisfied that the claimant was able to put forward what she wanted to and explain fully the basis on which she appealed against the decision to dismiss her.
46. Pastor Navlette wrote to the claimant on 23 April 2023 with the outcome of the appeal. The decision to make the claimant redundant was upheld. The claimant acknowledged this and said she would be open to another meeting to discuss the points raised. This was acknowledged by Pastor Navlette who said the process had concluded.
47. The claimant subsequently submitted her claim for unfair dismissal.

The Law

48. This is a claim for unfair dismissal. The law on unfair dismissal is set out in the Employment Rights Act 1996. The relevant sections are as follows:

48.1. Section 95(1) Employment Rights Act 1996 states:

“For the purposes of this Part an employee is dismissed by his employer if – (a) The contract under which he is employed is terminated by the employer (whether with or without notice).”

48.2. Section 98(1) Employment Rights Act 1996 states:

“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 for the dismissal.”

49. What that means is that the burden is on the employer to show the reason for dismissal. For the dismissal to be fair it must be for one of the reasons then listed in the section 98 ERA. There are a number of different potentially fair reasons. For the purposes of this claim it what is relevant is that Section 98(2) of the Employment Rights Act 1996 states:

“A reason falls within this subsection if it –

is that the employee was redundant.”

50. If the employer establishes that there is a potentially fair reason then I must go on to consider the fairness of the employer to dismiss the employee for that reason. Section 98(4) of the Employment Rights Act 1996 states:

“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."

51. So to summarise, the employer must show there is a potentially fair reason to dismiss and redundancy is a potentially fair reason for dismissal.

52. The definition of redundancy is set out in section 139 of the ERA:

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.

53. For a dismissal to be fair due to redundancy there must be a redundancy situation. It is not for the Tribunal to investigate the employer's reasons for the redundancy or look behind the employer's decision. The caselaw is consistent on this. In **James W Cook and Co (Wivenhoe) Ltd v Tipper and ors 1990 ICR 716, CA**, the Court of Appeal stressed that the Tribunal cannot investigate the commercial or economic reasons behind the decision. The question to determine is whether the decision was genuine and based on proper information.

54. When considering fairness to dismiss any particular employee, the Tribunal must consider all the circumstances of the individual case, having regard to the factual situation, and to the '*size and administrative resources*' of the employer. This last point is important and of particular relevance in this case. An organization that employs just a handful of people is not expected to follow the same procedures as a large employer with hundreds or thousands of employees.

55. In **Williams v Compair Maxam Ltd [1982] IRLR 83** the EAT emphasized the importance of:
- a. the respondent giving as much warning as possible of impending redundancies to allow those affected the ability to find alternative solutions and/or employment;
 - b. consultation occurring when matters are at a formative stage;
 - c. the employer having an objective criterion for selection for redundancy;
 - d. the respondent following a fair selection in accordance with such criteria; and
 - e. the respondent making reasonable efforts in respect of alternative employment which could prevent a dismissal.
56. What this means is that there will be a requirement for an employer to put in place a fair selection procedure. This will often include identifying the pool of employees who are to be put at risk and then a fair procedure to decide which ones are selected for redundancy. The choice of the selection pool is up to the employer, the test applied is the band of reasonable responses. What this means is that the Tribunal cannot substitute its own decision for that of the employer on the appropriate pool, it can only consider whether any reasonable employer could have made the same decision.
57. On some occasions there may just be a pool of one person at risk of redundancy, in which case there is no need for the employer to then go on and carry out a selection process. EAT has confirmed that this can be reasonable and an employer can just consider a single employee for redundancy if it has good reason to do so (see **Halpin v Sandpiper Books Ltd EAT 0171/11**). It will depend on the circumstances.
58. There should also be consultation and consideration of alternatives. In **Polkey v AE Dayton Service Ltd 1988 ICR 142, HL:**
- “in the case of redundancy... the employer will normally not act reasonably unless he warns and consults any employees affected or their representative, adopts a fair basis on which to select for redundancy and takes such steps as may be reasonable to avoid or minimise redundancy by redeployment within his own organisation.”*
59. What is a fair and proper consultation will depend on the circumstances of the case and is a question of fact for the Tribunal to determine. It must be meaningful and genuine. There is no set time for consultation that is required. The extent and length will depend on the facts of the case.

Discussion and Conclusions

60. The first issue for me to determine is whether or not the respondent has shown that it had a potentially fair reason for dismissal.
61. The reason given was redundancy which is a potentially fair reason. I was satisfied this was the respondent's reason. There were suggestions by the claimant that this was not the real reason and the process was a sham. The claimant did not clearly set out her arguments in this respect. Neither did she provide any evidence to support such an argument. The claimant just highlighted some issues that had arisen in the past within her appeal. There was no actual evidence though to suggest that there were other reasons why Pastor Navlette or the trustees may have wanted to dismiss the claimant.
62. On the contrary, I accepted the evidence provided by Pastor Navlette about the precarious state about the organisation's finances. I accepted as a matter of fact that Pastor Navlette and the trustees had genuine concerns about the financial situation. I also accepted that the decision to change the claimant's role was genuine.
63. I must then consider if it was a genuine redundancy situation, i.e. there was a reduced requirement for employees to carry out the work the claimant did. With a redundancy situation it is not necessary for the respondent to show the work itself had diminished, just that their need for employees in a particular role had reduced. What the respondent needs to show is that it no longer required someone working in the claimant's specific role.
64. The claimant's role was administrative executive. She worked 25 hours per week carrying out administrative tasks. The respondent decided it no longer needed someone working 25 hour per week in that role. Some of the work the claimant did was being reallocated to trustees and Pastor Navlette said she was carrying out more herself. As a result of this Pastor Navlette decided that they only needed an additional employee carrying out some more junior administrative duties to work 10 hours per week. The duties in the new role were significantly reduced, even though the rate of pay remained the same. I accept this is a genuine redundancy situation. The respondent did not need someone carrying out administrative work for 25 hours per week. There were commercial reasons for this, namely the respondent's financial situation, which I have also accepted as genuine.
65. The claimant queried the redundancy situation in her appeal and also whether the financial situation was as serious as the respondent has said. I have already found those concerns were genuine. The respondent was a small charity with an uncertain flow of income, being dependent on donations. They had significant outgoings and I am satisfied there were sound commercial reasons to seek to reduce expenditure. The salary for the claimant's role was a significant outgoing and the work could be managed by only employing someone 10 hours per week.

66. As noted, there was a proposal to introduce a part-time employee instead. This does not mean it was not a redundancy situation. The respondent no longer needed an employee working 25 hours per week. So I accept there was a genuine redundancy situation.
67. What I have considered next is the process followed and whether that was fair.
68. The first point I note is that I have concluded this is a case where once the respondent decided it no longer needed an administrative executive working 25 hours per week it immediately followed that the claimant was at risk of redundancy. There were only two employees in the entire organisation. The other employee was Pastor Navlette whose role was very different, being the pastor and the claimant's manager. There was no need to have any further selection procedure as there were no other employees.
69. The claimant said that the decision was made before consultation took place and it was a certainty. I accept that this was effectively the case. However, looking at the circumstances, and particularly the size of the organisation and number of employees, it is difficult to see how it could be otherwise. I find there was no need to carry out any further selection once this underlying business decision was reached.
70. Even though the decision to make the claimant's role redundant was essentially inevitable, there was then a consultation process. As a matter of fact I have found the following:
- 70.1. There was consultation with the claimant before she was informed that her employment was terminated. There was an informal meeting on 28 Feb then a formal meeting on 31 March.
- 70.2. As part of this consultation the claimant was offered a role on reduced hours as an alternative to redundancy. The claimant initially accepted this.
- 70.3. The claimant was only informed that her employment was terminated after she was formally offered the new role and she decided to reject it.
71. Looking at the process as a whole, there were aspects of it that were not ideal. Pastor Navlette was advised by Peninsula and she said she just used the resources they provided. These were not adapted so some parts of the template letters were not tailored to the actual situation. For example, there are references to voluntary redundancy and selection procedures which were not relevant. Similarly in the March meeting there was discussion about selection procedures. It is not clear why that was done when no one else was at risk, so it was potentially a bit misleading.
72. However, these possible flaws do not impact on the overall procedure. I accepted that Pastor Navlette had had to carry out a redundancy procedure

before. She was reliant on the advice she had. I accepted that she was acting with good intentions by trying to make sure things were done properly. The effect of this at times may have been to slightly detract from the real issues but the fundamental aspects of a consultation were in place. The claimant was warned she was at risk of redundancy from the end of February. She was able to attend a consultation meeting to discuss this March and an alternative role was offered. It was not until April that notice was given and the claimant also then had an opportunity to appeal.

73. The claimant criticized aspects of the procedure. One is the involvement of Ms Rahman. I do not find this in any way problematic. It makes sense to bring in an external person to assist when the employer is a very small organisation with only two employees who are also related to it. It is up to the employer to decide who they bring in to assist. I don't accept there was anything problematic about it being Ms Rahman instead of Peninsula. In addition, Ms Rahman was not the decision maker, she just facilitated the meetings.
74. Having reviewed the meeting notes I have also found that Ms Rahman did ensure that the claimant had an opportunity to discuss the situation and ask questions, which she did. The consultation was genuine and meaningful as a result.
75. The one point of the consultation where there was a lack of transparency was the exact nature of the new role. There was some discussion but it may have been helpful if more had been done to explain the new role during the consultation meeting. However, I also note the claimant did not ask further about this in the meeting or after. When the formal offer was made the claimant did not engage in further discussion or seek clarification. She just rejected the role outright.
76. The claimant also objected to Ms Rahman's involvement in the appeal. Again, I find no issue with this. She had not been the decision maker during the redundancy consultation, she had facilitated the meeting. I do not find the claimant's criticisms of Ms Rahman well founded. There was nothing in the evidence I have seen indicating bias on her behalf or other reason she should not be involved.
77. Taking all this into account, I find that there was a genuine redundancy situation. It was a single role that was at risk of redundancy. There was no possibility of a further selection process. There was genuine consultation that was reasonable taking into account the size and nature of the respondent organisation. Alternative work was offered, which was initially accepted by the claimant but subsequently rejected. I have no criticism of the claimant's decision to reject that role.

78. For all of the above reasons I find that the dismissal was fair. The claimant's claim for unfair dismissal does not succeed and is dismissed.

Employment Judge Park
Dated: 17 May 2024