



EMPLOYMENT TRIBUNALS

Claimant: Miss H Bell

Respondent: Carpenters Limited

HELD AT: Liverpool

ON: 27, 28, 29, 30 & 31
January 2025

BEFORE: Employment Judge Johnson

REPRESENTATION:

Claimant: Unrepresented

Respondent: Mr S Lewinski (counsel)

JUDGMENT

The judgment of the Tribunal is that:

- (1) The complaint of unfair dismissal is not well founded which means that the complaint is unsuccessful.

REASONS

Introduction

1. These proceedings arose from the claimant's employment as a Solicitor/Legal Training Manager with the respondent law firm/company from the 22 August 2005. Her employment ended on 1 September 2023 with the claimant having given notice of resignation the previous month. The claimant believed that she had been constructively unfairly dismissed because of several allegations

beginning in 2021 and concluding with a meeting on 3 August 2023 with her line manager, Mr Richard Norbury.

2. She presented her claim to the Tribunal on the 26 November 2023 following a period of early conciliation from 13 October until 2 November 2023. She presented complaints of constructive unfair dismissal and wrongful dismissal/breach of contract. For this final hearing, the claimant was only pursuing the complaint of constructive unfair dismissal as she had been paid her notice pay while she worked her notice period following the decision to resign.
3. The respondent presented a response resisting the claim on 15 January 2024 and argued that the claimant had not been unfairly dismissed and the complaints were resisted.
4. The case had been originally listed for a 3 day final hearing last year, but it was postponed despite the parties being ready because the listing was insufficient. This longer 5 day hearing was listed for the dates of this hearing.

Preliminary matters on day 1 of the hearing

5. When we began the case on day one of the final hearing both parties had provided a draft list of issues to assist the Tribunal in determining the claim brought by the claimant. The respondent had produced a list which reflected the typical format used by Tribunals and which included the allegations/reasons for the claimant's resignation.
6. The claimant however, had produced a document which was perhaps more analogous to a case summary or opening statement. I make no criticism of her for doing this. While, she is a solicitor, she does not have relevant experience of Employment Tribunal cases. Moreover, case management had not previously taken place before a Judge where appropriate guidance could have been given to her. This was because the case was accepted by the Tribunal as primarily an unfair dismissal case and standard case management orders were included within the Notice of Hearing letter.
7. As I needed to read into the case (which involved lengthy witness statements and a large hearing bundle), I requested that the parties discuss whether Mr Lewinski's list of issues could be agreed. If any amendments were required by the claimant, they could be inserted and if possible, agreed by the respondent.
8. The parties were able to reach an agreement subject to a few minor matters which were discussed on day two of the final hearing. They effectively expanded (albeit not significantly), the allegations which had been included in Mr Lewinski's draft list of issues. It was therefore possible to begin hearing evidence on day two of the hearing.
9. As part of the initial introductory discussion with the parties, I explained to the claimant how the process of the hearing would proceed. This was in terms of

the hearing of witness evidence, cross examination and the order in which witnesses would give their evidence. I explained that she would have an opportunity at the end of the case to give a closing argument and would do so after Mr Lewinski had presented the respondent's submissions.

10. I also explained on day 1, that with the case listed for five days, (albeit with one day used for reading), I was confident that we could conclude the final hearing within the time available. This would mean closing arguments being heard by the beginning of day 5 at the latest, and which would allow me sufficient deliberation time to deliver a judgement on liability. As it turned out, the hearing of witness evidence took longer than originally anticipated.
11. The claimant was a litigant in person and she found the process a challenging one, having to navigate the list of issues, lengthy witness statement and a large hearing bundle. It was necessary to allow her time to configure her questions, for me to intervene and ensure questions were being answered and to allow breaks so that the claimant could review her questions and closing arguments.
12. This meant that by the beginning of day 5, I was still waiting to hear the remaining 2 respondent HR witnesses called by the respondent (Mrs Richards and Mrs Pickerill), and their evidence was not finished until shortly after lunch. The remainder of the day was spent allowing the parties and in particular the claimant time to review their closing arguments before making their final submissions.
13. The claimant did ask permission to provide written submissions within 7 days. However, I refused because of my concerns that this could have resulted in an overly lengthy document being produced with additional time being required for the respondent to reply, if appropriate. This would inevitably delay my deliberation and delivery of the reserved judgment and reasons. This would not be proportionate when time was available during the afternoon of day 5 for each party to summarise their final submissions. Nonetheless, due to the limited time remaining, it was necessary for judgment to be reserved.

Issues

14. The issues which the Tribunal has been asked to consider were revised and agreed during day 1 and day 2 of the final hearing. The following remained, (with the claimant's additional insertions to the list included in *italic form*):

Unfair dismissal

15. Was the claimant dismissed?
16. Did the respondent do the following things?

- a) Change the claimant's role upon return from furlough on 23 July 2021 to remove the management of a team?

From 23 July 2021 to August 2023 did the claimant raise issues regarding, the lack of resource is, the lack of administration support. [a(ii)]

- b) Provide the claimant with insufficient resource is to carry out her role between the dates of 23 July 2021 to 23 August 2023?
- c) Hold one face to face review meeting between the claimant and her manager between the dates of 23 July 2021 to 3 August 2023, with the remainder of the meetings during this period being held remotely?

From 23 July 2021 to August 2023 did the respondent raise any issues with the claimant regarding her performance or conduct at the one to one catch up oblique appraisals meeting? [c(ii)]

Following the claimants e-mail dated the 16 May 2022 and the meetings on the 18 May 2022 and the 6 June 2022, did the respondent promise additional support from Jamie O'Rourke? [c(iii)]

- d) Hold a total of 3 review meetings to employment and her manager between the dates of 7 June 2022 to 3 August 2023?
- e) On 21 June 2023, 24 June 2023 and 20 July 2023 tell the claimant to discuss concerns regarding pay with her manager, not HR or the executive board.
- f) Question the claimant's performance at the meeting held on three August 2023 in response to the claimant's raising concerns over resources and pay?
- g) Ask the claimant to carry out a time and motion exercise at the meeting held on three August 2023 in response to the claimant raising concerns over resourcing and pay?
- h) Accept the claimant resignation without providing an explanation?

17. Did that breach the implied term of trust and confidence? The tribunal will need to decide:

- a) whether the respondent behaved in a way that was calculated or likely to destroy or seriously damaged the trust and confidence between the claimant and the respondent; and,
- b) whether it had reasonable and proper cause for doing so.

18. Was the breach a fundamental one? The Tribunal will need to decide whether the breach was so serious that the claimant was entitled to treat the contract as being at an end.

19. Did the claimant resign in response to the breach? The Tribunal will need to decide whether the breach of contract was a reason for the claimant's resignation.
20. Did the claimant affirm the contract for signing? The Tribunal will need to decide whether the claimant's words or actions showed that she chose to keep the contract alive even after the breach.
21. If the claimant was dismissed: what was the reason (or a principal reason) for dismissal and was it a potential for once with sections 98(1) & (2) of the Employment Rights Act 1996 (ERA) and if so, was a dismissal fair or unfair in accordance with ERA section 98(4).

Evidence used

22. The claimant provided a witness statement which contained her evidence dealing with the substance of her claim.
23. The respondent relied upon the following witnesses:
 - a) Mr Richard Norbury (Head of Quality Assurance and claimant's line manager).
 - b) Mrs Donna Richards (CEO).
 - c) Mrs S Pickerill (Head of People).
24. The hearing bundle was substantial and consisted of 1198 pages. It included the proceedings, the contracts of employment, policies and procedures and a great deal of correspondence which was mainly by email and with numerous attachments.

Findings of fact

25. The parties should note that the Tribunal's findings of fact do not seek to deal with every point where the parties disagree, but simply what is relevant to the issues which the Tribunal is being asked to consider. If the discussion of an incident or point does not appear within these findings, it does not mean that it has not been considered by the Tribunal, simply that it is not relevant to the issues and the findings that we are required to make.
26. In terms of the findings that we make, the Tribunal has reached its decision on what it considers to be on balance of probabilities the most likely way/reason in which an incident arose.

The respondent

27. The respondent (Carpenters) was established as a firm of solicitors specialising in road traffic accident claims and supporting clients in relation to insured and uninsured losses. The firm expanded over many years and in within the last decade has become a limited company. It is understood that their client base is derived from customers of insurance companies with whom they have contracts to provide claims management services. In more recent times they have developed their work areas so that in addition to civil litigation derived from their Legal practice, they also have a large Insurance department which deals with insurance matters arising from accident claims and pre litigation issues. The firm is primarily based in Birkenhead and Liverpool but does have branches in other parts of the UK.
28. Carpenters employ many lawyers including solicitors, legal executives, and paralegals. Those who are legal professionals are of course subject to compulsory continuing professional development (CPD), and this is something which Carpenters took responsibility for. The insurance side of the business largely employs people who are not lawyers and who work in customer support roles. Their training is understood to be more focused upon the correct procedures for dealing with insurance clients and the jurisdictions within which they operate within the UK and Northern Ireland.
29. As a large employer Carpenters can be expected to employ a significant Human Resources (HR) staff and have in place many policies and procedures relating to (amongst other things), disciplinary processes, grievance processes and performance processes.
30. As Carpenters is now a limited company, its overall management rests with an Executive Board consisting of directors from the relevant areas of work within the Company. The Board makes final decisions regarding pay and while more junior managers make recommendations regarding pay and benefits for their own team members, the actual decision as to whether these will be awarded rests with the Board.

The claimant

31. The claimant, (Miss Bell), is a qualified solicitor and has worked for Carpenters since 22 August 2005. She was originally employed as a fee earner within the legal side of the business and would have managed a caseload but with additional responsibility for the management of other colleagues.
32. As time progressed, she decided to move into an Audit and Legal Training Manager role which she described as being told was a '*sideways move*'. This term was used on several occasions during Miss Bell's cross examination, but it was not convincingly attributed to a particular manager, nor was it clear what was meant by this term. Having heard Miss Bell's evidence, I did accept that she continued to compare herself with her senior solicitor colleagues who managed Legal teams. This included how she measured her salary and

indeed I accept that she raised this comparison at times when pay awards were an issue.

Background regarding Miss Bell's employment

33. Miss Bell's role of Audit and Legal Training Manager changed in late 2016 to that of Legal Training Manager. This was a management role with responsibility of the legal training of legally qualified employees within the Legal side of Carpenters. At that time, she managed a small team of 3 or 4 trainers and administrative staff. She also managed the trainee solicitor assessment process when Carpenters was employing them.
34. Mr Norbury who is the Head of Quality Assurance began working for Carpenters from 2016 managing employees in the support services with the company such as Insurance Services, Legal Training and Auditing. At this time, he managed 20 people including Miss Bell, although this has increased to 42 employees as the company has expanded.
35. When Carpenters became a limited company in 2016 and with the variation to Miss Bell's role, she was asked to sign an updated contract of employment. Her original contract of employment dating from when she began work with Carpenters as a PI Fee Earner in 2005 provided for a notice period of one month, (pp73-5). She appeared to have signed a further particular of main terms of employment on 8 September 2006 for the PI Fee Earner role which provided a notice period of three months, (pp70-72). However, the more recent summary of employment terms document annexed to the proposed contract of employment for 2016, identified annotations deleting the 'Audit' element of her Audit and Training Manager job title and where notice of 'three' months was replaced by 'one' month. The annotation alongside the changes to the notice period stated:

'My contract with Carpenters Solicitors (a firm) dated the 15/7/05 refers to one month's notice. The letter dated 1/9/15 refers to no changes being made. I do not recall agreeing any change to the notice period.'

Miss Bell did sign the agreement on 3/1/17 but with the annotation that her signature was *'subject to the amendments above'*, (p58).

36. It was not clear what the status was of the 2006 signed contract which appeared to increase notice to 3 months. However, I accepted Mr Norbury's evidence that management did not want to challenge Miss Bell in 2017. They accepted her handwritten comments asserting a mutual notice period of one month only.
37. While I understood Miss Bell's desire to compare herself with senior fee earning colleagues in the Legal department, I accepted the arguments made by Carpenter's witnesses that Miss Bell had moved into a supporting role being responsible for Legal training and managed by Mr Norbury. This fell outside the Legal department. She continued to have some management

responsibilities, but she no longer carried a fee earning caseload nor was she required to achieve specific billing targets in the same way that she would have done as a fee earning solicitor.

38. In broad terms she was responsible for ensuring that all employees on the Legal side of the business were offered training on a regular basis so that they could remain competent in their fields of work and develop as appropriate. Solicitors and Legal Executives were regulated by their respective professional bodies and as a solicitor, Miss Bell would have had a particular insight in how to ensure that those requirements were met. However, she also provided training to the Legal staff who were not formally legally qualified and who could be described as paralegals. Her solicitor qualification would have added some value to the Training Manager role that she occupied, combined with her ability to deliver some of the training herself rather than always relying upon external counsel or solicitors.
39. This hearing did involve the consideration of incidents regarding Miss Bell's career stretching back in time before the first date identified in the list of issues. That was when she returned from furlough following the COVID pandemic in July 2021. While to some extent, this information was relevant in relation to the issues which I have been asked to consider, it is only necessary for the purposes of this judgement to make some brief observations. I would also add that based upon the evidence before me, Miss Bell was someone who worked hard and placed a value on the provision of training and continuing development to her colleagues at Carpenters.

Earlier incidents prior to the dates of the allegations

40. Mr Norbury became her line manager in 2016. He was not a solicitor or legal executive and came from a Quality Assurance and auditing background. I understood that he was an experienced manager but by his own admission, his working relationship with Miss Bell could be at times difficult. I accepted that she could react badly to differences of opinion concerning directions or changes to training and recruitment. This could often result in quite abrupt emails being sent and accusations to Mr Norbury and others that she was being undermined. During the hearing there were examples of what appeared to be disproportionate reactions by Miss Bell relating to questions of recruitment in 2017 and 2019.
41. This could also relate to her ongoing issues regarding salary and in the summer of 2019, in an exchange regarding a prospective Legal Trainer's pay, Miss Bell sent an email criticising the:

'...value Carpenters place on training',

The email was accompanied by a picture of a person's foot about to tread into dog excrement. Further on in the email exchange she responded to Mr Norbury by stating:

'...Carpenters will put a starting guide value on my job starting at £23,000, as any old soft shite can do my job of Legal Training Manager.' (pp930-931).

42. Another example of inappropriate behaviour by Miss Bell was that in August 2019, Mr Norbury brought forward the start date of a new Legal Systems Trainer. He did this so that the new recruit would be secured, and they would leave their old job and move straight into their new job with Carpenters thereby avoiding a period of being out of pay. While this appeared to be a reasonable step for a manager to take, Miss Bell was unhappy that it affected the induction timetable and in an email on 16 August 2019, simply said to Mr Norbury:

'Do you want my resignation?'

When Mr Norbury quickly replied to Miss Bell politely explaining that there was a business need and sometimes flexibility was required, Miss Bell then sent a further reply:

'I will take that as a yes'.

While during her evidence, Miss Bell accepted that on this occasion, her behaviour was unreasonable, it was one of several instances where she would react in a confrontational way to quite reasonable management decisions.

43. There were also issues regarding her own line management responsibilities where Miss Bell was unsympathetic towards a member of her team who wanted time off to attend quite serious medical appointments. She was challenged by Mr Norbury about this matter at a meeting about her performance and conduct. He then sent an email to Miss Bell on 20 September 2019 referring to the unpleasant things that she has told him at the meeting about this team member. It is not necessary to go into detail regarding the incident, but this is another occasion where Miss Bell behaved inappropriately and which required management responsibility for that team member to be moved to another manager, (p998).
44. In October 2019, Mr Norbury began a performance assessment process (PAP) to review several issues which included the inappropriate communications from Miss Bell. However, Mr Norbury accepted that her performance and behaviour improved significantly during the Autumn of 2019, by which stage, the process appeared to have resolved.
45. From 2016 if not from an earlier date, Miss Bell had an ongoing issue regarding her pay as the Legal Training Manager. She accepted that there was no contractual entitlement to a pay rise or bonus in her contract of employment.
46. As already mentioned, Miss Bell compared herself with her fee earner solicitor colleagues. While this was understandable, it resulted in her failing to appreciate that she had been occupying a non fee earning support role

relating to quality assurance and training. Her pay comparators were now people within that area of work.

The respondent's management of pay reviews.

47. A complicated pay review process took place every year at Carpenters which involved consideration not only of performance within the firm, but the question of reward measured against comparable roles in the wider market with other employers. Based upon the available evidence, I accepted on balance that prior to the Covid pandemic in 2020, the appropriate banding for Miss Bell's role within Carpenters was favourable to similar roles with other employers that they could identify from their available data. They banded Miss Bell within a figure of between £38,000 to £50,000. By 2020, she was paid at £50,000 which was the 'top' of her band. The available comparator information revealed that she was paid more than comparable training manager roles. It was understandable that her solicitor qualification may have given her a unique form of experience which added value to her Training Manager role, but management had clearly carried out a reasonable investigation into whether her pay was undervalued.
48. There were occasions when discretionary bonuses were paid to Carpenters employees. Although these designed to be primarily performance related, it did appear at times that they were used as a means of rewarding employees in lieu of a pay rise. This would be where a pay rise could not be justified through the pay review process, but where a one off payment was felt appropriate. Reasons could include recognition that hard work and unhappiness at not having a pay rise made to them.
49. In summary, by the beginning of 2020, the issues relating to Miss Bell's performance with colleagues appeared to have been resolved following Mr Norbury's use of the PAP. She had ongoing pay issues, but on balance, she was paid at a level which reflected the nature of the Training Manager role that she had occupied for many years.

The allegations

50. Carpenters like many employers was significantly affected by the Covid pandemic which began in the UK from March 2020. Additionally, I accept that its legacy impacted upon the ongoing viability and way in which the business was structured. For example, Mrs Richards gave credible evidence regarding the reduction in car use during the 'lockdown' periods which meant there were fewer accidents and fewer claims.
51. Additionally, there were also changes to the County Courts' civil claim regime for road traffic accidents. This involved a significant reduction to in the amount of costs that could be recovered in successfully litigated claims. Mrs Richards explained that consequently, standard costs would typically only be awarded in 0.4% of Carpenters litigated cases. This affected the nature of the Legal staff employed and Carpenters had to '*...realign the skill sets*', even if overall staffing levels within this work area remained the same. I understood

this to mean that there were likely to be fewer legal professionals working in Legal and Mrs Richards explained when giving evidence that the company while *'keen not to have redundancies... had to cut their cloth according [to the available resources]'*. I accepted that this would also affect the available resources to support legal training and the area of work carried out by Miss Bell.

52. On 24 March 2020 the whole Training Team including Miss Bell were furloughed. One member of her team, Jamie O'Rourke was returned from furlough on 22 July 2020, but he had experience of training the Insurance Recoveries team and there was an urgent need for training to be delivered. Mr O'Rourke had expressed unhappiness about how he was being managed by Miss Bell.
53. Miss Bell was unhappy to be on furlough. Surprisingly, she was unhappy to receive the hamper which had been sent by Carpenters to all staff in December 2020 so that they could collectively join in a remote Christmas party. This resulted in an unnecessary and graceless email exchange which appeared to arise from her unhappiness that she remained on furlough, even though her employer was trying to be inclusive to all staff. She told HR on 11 December 2020 that she wanted to return the hamper and was encouraged to donate it to a food bank if she did not want it, (pp1097-1100). While the pandemic affected people in different ways and could be traumatic for some, this email exchange was a further illustration of how difficult Miss Bell could be when she communicated with colleagues.

Change of the claimant's role upon return from furlough on 23 July 2021 to remove the management of a team [a]

54. Miss Bell returned from furlough on 23 July 2021. It is correct that she found herself to be responsible for Legal Training and remained in the manager's role. However, she found herself to no longer have responsibility for a team.
55. Prior to the pandemic and her furlough, she had been responsible for a team of trainers and support staff totalling 4 in number. From July 2021, she was effectively the sole manager of the legal training function although in theory she was still able to call upon the support of Mr O'Rourke, who was also supporting of the Insurance side of Carpenters.
56. Mr Norbury accepted that the change was partly to take account of changing business needs, but also to address concerns regarding Miss Bell's management style as well as one team member leaving the Company. When Miss Bell raised this matter with Mr Norbury at a Teams catch up on 28 July 2021. He explained that while she was not managing individuals the claimant was still managing the training function and thereby in that sense, she was still a manager. When Miss Bell raised the matter with HR, she was informed that they were not aware of any performance issues or other matters which might have resulted in this change.

57. Having heard Mr Norbury's evidence and considered his emails within the bundle, I acknowledged that he was trying to soften the blow felt by Miss Bell in losing team members. However, it is understandable that she felt she was the victim of a management decision, where no consultation had taken place and where she was feeling vulnerable returning to work following a lengthy period of absence through furlough of 16 months.

58. While undoubtedly unhappy, Miss Bell continued to work as the Legal Training Manager and continued to manage and deliver legal training. Her pay was unchanged, and she accepted that the ongoing changes to the provision of legal services in this sector of work, would require changes to the work that would need to be provided. Consequently, Miss Bell effectively acquiesced to this change and remained working in her role.

From 23 July 2021 to 3 August 2023 did the claimant raise issues regarding, the lack of resource is, the lack of administration support. [a(ii)]

59. There was no dispute that Miss Bell raised issues with management regarding the lack of administrative support. I noted that Miss Bell provided a lengthy note regarding ongoing issues on 16 May 2022, prior to a catch up on 18 May 2022. She provided a summary of her workload issues and the need for support, (pp349-342). Reference was made to a reduction in systems trainers and legal trainers and comparing the lack of resources for Legal when compared with Insurance. While she acknowledged the difference between the two teams, she expressed a constant need for training to support the professional requirements of solicitors and legal executives. She concluded by saying that she could not understand why staffing levels have remained low. Carpenters argued that she was supported by the recruitment of an administrative assistant.

60. In an email dated 6 October 2022, Miss Bell raised with Mr Norbury, the issue of having no admin support for a period of 4 months and that the new person Ellie Tierney who had been recruited needed to be trained up and she would also be asked to cover other members of Mr Norbury's Quality Assurance team, (p389).

Provide the claimant with insufficient resource is to carry out her role between the dates of 23 July 2021 to 3 August 2023? [b]

61. Carpenters asserted that Miss Bell was provided with resources such as an administrative assistant but also discussions took place regarding alternative ways of working. However, once Miss Bell's proposal was submitted in the summer of 2023, Mr Norbury was seeking to support her submission when Miss Bell decided to resign.

Hold one face to face review meeting between the claimant and her manager between the dates of 23 July 2021 to 3 August 2023 [c]

62. Mr Norbury accepted that as Miss Bell's line manager, during this period he only held one face to face review meeting. Instead, he relied upon remote

meetings. While this formed one of Miss Bell's allegations, it seemed odd because it did not arise from a series of requests for face to face meetings and an unwillingness from Mr Norbury.

63. Instead, on balance, I accept that during the post Covid period of her employment, Miss Bell was largely content with this arrangement. Having meetings this way meant that neither person had to ensure that they were working in the same office (Birkenhead or Liverpool) or had to arrange their meetings around remote working. Miss Bell was permitted to work flexibly and work from home and this assisted her with her personal circumstances. Had the absence of face to face meetings been an issue at the time, I would have expected to see email requests from Miss Bell. She could certainly be assertive and any concerns would have resulted in correspondence.

From 23 July 2021 to 2 August 2023 did the respondent raise any issues with the claimant regarding her performance or conduct at the one to one catch up/ appraisals meeting? [c(ii)]

64. Miss Bell was not subjected to any formal performance or conduct procedures following her return to work from furlough in 2021 until her employment ended on 3 August 2023. There were occasions when issues arose relating to her behaviour in the workplace and Mr Norbury in what was his typical way of dealing with Miss Bell, would raise them with her informally. An example of this was when a complaint was made about Miss Bell by Craig Brown because she had stood up in the office, banged on a desk and shouted at a colleague about talking while she was trying to concentrate on work.
65. This was an example of the measured way in which Mr Norbury managed Miss Bell, and he was able to get her to explain her position and to express her regret about becoming frustrated. In his email note to himself which took the form of an attendance note, Mr Norbury described just letting Miss Bell speak and asked few questions of her. This behaviour was recognised by Mrs Roberts in her evidence and represented line management behaving in a reasonable and proportionate way towards Miss Bell.
66. A further incident during this period related to Miss Bell's email attachment dated 16 May 2022 relating to issues between her and Faye Fishwick, which was resolved by Mr Norbury in a polite way. He explained that Ms Fishwick describing Miss Bell's comments as being 'curt' in an email was reasonable and explaining that she had sometimes been curt when communicating with him, (p343-5).

Following the claimants e-mail dated the 16 May 2022 and the meetings on the 18 May 2022 and the 6 June 2022, did the respondent promise additional support from Jamie O'Rourke? [c(iii)]

67. There was no doubt that Miss Bell was concerned about the need for additional support, and it was provided by Mr O'Rourke to her. Since his early return from furlough in 2021, he had been covering a variety of training roles

and the documents within the bundle support his attempts to communicate with Miss Bell and to help her.

68. On 27 May 2022, he had exchanged emails with Miss Bell regarding a request for training and where he responded and confirmed booking the training into his diary, while encouraging her to use him to deliver training on other subject areas and not to be afraid to ask him to deliver on those *'...that you think fit my skill set.'* What was clear from Miss Bell's reply to him was that she had a great deal of work (*'I am drowning in work'*), but also appeared concerned that *'...I don't know what other stuff you have on or are doing at present.'* This related to the Insurance side of the training which Mr O'Rourke carried out and which Miss Bell was not involved with, (pp347-350). Mr O'Rourke forwarded the email thread to Mr Norbury without copying in Miss Bell suggesting that *'...she's having a rant but I am not interested or indeed taking that on.'* He said he felt it was *'...a lot of hot air and nothing in that email is insurmountable in terms of delivery'*. Mr O'Rourke's motives for sending the email are unclear, but perhaps represent his attempts to protect his position regarding performance, it nonetheless confirmed to Mr Norbury that Miss Bell felt she had workload problems.
69. On 6 October 2022, she provided details of Mr O'Rourke's delivery of Client Care and Complaints Handling Training, (pp388-390). On 27 October 2022, further emails confirming Mr O'Rourke's involvement with training but noting his limited capacity to deliver sessions, (p402-3). On 4 April 2023, he provided her with a table of the training that had been delivered and identifying those members of staff who had not attended sessions, (p252-3).
70. Mr O'Rourke was busy like Miss Bell and Mr Norbury's evidence during the hearing was credible when he described the way in which Mr O'Rourke's role evolved following his return from furlough to the point where he was supporting both Insurance and Legal with the weekly inductions together with training of short sessions to both sides of the business. However, I accept that while perhaps not as available as Miss Bell would have liked him to be, Mr O'Rourke was offering to help her and did not discourage her from asking him to cover those training subjects he was able to deliver. Training resources were clearly limited and the changing landscape for the Legal side of the business affected the staffing levels that could be provided to support Miss Bell.

Hold a total of 3 review meetings to employment and her manager between the dates of 7 June 2022 to 3 August 2023? [d]

71. Miss Bell was a manager with a senior solicitor background and in many ways was someone who liked being autonomous and the way in which she could react on emails, suggested someone who struggled to engage with management decisions with which she disagreed.
72. Mr Norbury did not cease to be involved with Miss Bell following her return from furlough, but he certainly did not hold regular formal review meetings with her. From the emails which have been produced in this case, Miss Bell

gave a clear impression that she wanted to be left alone so she could get on with her job. While that might have resulted in Mr Norbury following the 'line of least resistance' and subjecting her to fewer reviews than might typically be expected of a manager, there was no suggestion at the time that Miss Bell was seeking a greater number of these meetings. Indeed, there were clear exchanges of email correspondence between review meetings as appropriate and Miss Bell evidently had the capacity to raise concerns and demand meetings during her email correspondence. Miss Bell did not identify any circumstances where the reduced number of meetings and significant matters that arose from a failure to deliver the review meetings.

On 21 June 2023, 24 June 2023 and 20 July 2023 tell the claimant to discuss concerns regarding pay with her manager, not HR or the executive board. [e]

73. The pay review process involved the Heads of Department being given guidelines around the process from the CEO Mrs Richards and the Chief Finance Officer (CFO) Mr Rick Ellis-Sheldon. This provides discretion to the Heads of Department to award pay rises providing that the overall team figure comes within the total percentage rise allowed for each department. Those employees who are redlined because they have reached the top of their pay band for example are not allowed a pay rise. Mrs Richards confirmed that Heads of Departments could carry out market research for benchmarking purposes, but a business case would be required to allow an increase to a red lined employee.
74. This was therefore a matter between the CEO/CFO and the Heads of Department such as Mr Norbury and not HR.
75. On 22 May 2022, the CFO sent the Pay Review June 2023 proposal to Heads of Department and Mrs Richards with guidance and timescales, (pp437-9). Miss Bell was redlined and in the spreadsheet that he completed, Mr Norbury indicated that as she had not had a pay rise for several years, she should be allowed a bonus of 'circa 3%', (p440). Mrs Richards explained that the bonus was not approved, but because Payroll uploaded the incorrect spreadsheet data the recommended (but rejected) bonus payment was paid to Miss Bell in error.
76. Miss Bell therefore did not receive a letter informing her of a bonus but noticed that a £1500 payment was received in June 2023's payroll. She queried this with Payroll as she was concerned that her direct debits would mean she would be unable to repay the money if left in her bank account for long. This was confirmed to be the bonus and despite the payment having been made in error Carpenters perhaps pragmatically, decided to leave the payment with Miss Bell.
77. In the meantime, Miss Bell emailed HR on 21 June 2023 concerning the absence of a pay rise and Mrs Pickerill responded the same day referring her to Mr Norbury as Head of Department and suggesting how she might raise this with him. However, Mrs Pickerill correctly confirmed it was not a HR matter, (p465). This resulted in further emails to HR from Miss Bell on 21 June

2023 and on 17 July 2023 which unfortunately was also escalated to the Board. On both occasions, Mrs Pickerill on 24 June 2023 and Mrs Richards on 20 July 2023 urged Miss Bell to engage with Mr Norbury, (pp462-465).

78. This correspondence was simply an explanation of the way in which pay was awarded within Carpenters each year and was not a situation where HR were avoiding their responsibilities.

Question the claimant's performance at the meeting held on 3 August 2023 in response to the claimant's raising concerns over resources and pay? [f]

79. This allegation arose from the meeting which took place by Teams between Mr Norbury and Miss Bell on 3 August 2023 and where she had sought to discuss her business proposal whereby, she requested additional resources. Mr Norbury gave credible evidence explaining that Miss Bell's proposal was at that stage incomplete, and she needed to provide evidence of how she worked during her hours of work.
80. The proposal had been sent on 1 June 2023 by email to Mr Norbury and which was attached a 5 page document explaining her view about a lack of assistance from Mr O'Rourke and that it was 'sporadic', the use of subject matter experts and the disparity in resources between Legal and Insurance and suggesting the recruiting of soft skills trainers like those used in Insurance or a Business Admin Apprentice. Ultimately, it was about the lack of legal resources for Training and Miss Bell confirmed in evidence that this was the root of her unhappiness in this case. (pp444-449)
81. In his email to Mrs Roberts sent the same day, he explained the events which happened at the meeting. It followed an agenda and began with 'Business Updates' delivered by Mr Norbury including confirmation that the admin assistant Ellie had left Carpenters. The meeting then progressed to Training Updates delivered by Miss Bell, and she referred to her recent business proposal which suggested that more junior legal staff are not receiving the training support they needed. She was unhappy with Mr Norbury asserting that they had agreed all new starters would receive specific training but that this had not been fulfilled. Miss Bell argued that she did not have the time and that she had to deal with the admin, to which Mr Norbury said that Ellie had helped and would now be replaced.
82. Mr Norbury then questioned why the training activity levels were low in June and July 2023 by referring to the training report produced for the meeting. Miss Bell was unhappy with these questions but argued in her evidence that Mr Norbury had simply been shouting dates and numbers to her without giving her a chance to think and process the information. He then went on to suggest that Miss Bell should carry out a 'time and motion' exercise and despite the anachronistic terminology, I understood this to mean an exercise in breaking down the typical components of her working day so that a better picture could be obtained of how she worked. This was received badly by Miss Bell, and she believed this was a challenge to her performance and she

was recorded by him as saying *'I tell you what, you can have my resignation'* followed by her putting the phone down on him.

83. This meeting was the starting point of a process which if the necessary evidence was provided by Miss Bell, would have resulted in her producing a good case to support a request for additional resources and pay.
84. Unfortunately, Miss Bell perceived this discussion to involve an attack by Mr Norbury about her performance. Mr Norbury was Miss Bell's line manager and challenging performance is something that he could have done had he felt it necessary and appropriate to do so. But this was not the case and on balance I find that he was simply trying to get her to think about what additional information would be required before a request could progress to the Board for consideration. It was not obstructive or undermining and it is reasonable in a situation where an employee is seeking more resources, to be subjected to challenge.
85. Miss Bell did not even allow the meeting to finish and instead walked out saying that she would resign. She may well have felt that she had reached the end of her tether, but it was not reasonable to walk out of the meeting before it had concluded and in the way that she did.

Ask the claimant to carry out a time and motion exercise at the meeting held on three August 2023 in response to the claimant raising concerns over resourcing and pay? [g]

86. This was an element of the meeting which arose because Mr Norbury simply wanted to understand how Miss Bell was engaged each working day. In theory, this would illustrate whether the pressures she described arose from a lack of resources or could be ameliorated by *'smarter working'*. I understood this term meant working in a more efficient manner and only spending time on each task that was proportionate. This was a reasonable step to take and not one where Mr Norbury could be considered to putting barriers in Miss Bell's way by way of attrition or to deter her from progressing her proposal.

Accept the claimant resignation without providing an explanation? [h]

87. Miss Bell verbally communicated her decision to resign to Mr Norbury when she walked out of the meeting on 3 August 2023. However, his email note to himself and his email to Mrs Richards recorded what he recalled had been said. At this stage, I do not accept that Miss Bell had resigned, and she accepted that the resignation was formally notified when she sent her email on 3 August 2023 at 16:00 to Mrs Richards and Mrs Pickerill where she said:

"I politely raised issues regarding salary and staffing and now Richard, in the first one to one meeting since February 2023, is now picking holes in my performance and subjecting me to a time and motion exercise.

Four years ago when I raised issues over pay, he then tried to put me on an informal development plan (although there was no such thing) and now I have

dared to raise issues again, I have to be punished and my performance is being questioned again (despite no issues being raised before).

Richard/Carpenters has forced me to resign – I cannot take any more.”

This was a clear and unequivocal decision to resign and while the verbal resignation and sudden departure from the meeting with Mr Norbury might be considered equivocal given the heated nature in which it concluded, this email which was sent immediately afterwards was not, (p488).

88. The next day on 4 August 2023, Mrs Pickerill offered to meet with Miss Bell to discuss her position and her email acknowledged that her email of the previous day had been ‘*concerning*’. Following an exchange of emails, Miss Bell said she would think about it, (p487-8). This was followed by an email on 7 August 2023 where Miss Bell said she would meet if Mrs Pickerill ‘*...could offer a way forward to resolve this problem*’. No suggestion was made that the decision to resign was a mistake and Mrs Pickerill responded on 9 August 2023 confirming that she would arrange a meeting but made no assurances concerning remedy. In fact, she opened this email seeking confirmation as to whether the resignation was with or without notice, (pp486-7).
89. A meeting did take place the next day on 10 August 2023 and Miss Bell's note concluded by recording that Mrs Pickerill asked if she would be willing to stay with Carpenters. She said she would be able to do so if she was allowed to be managed by someone else or if Mr Norbury changed the way he communicated and supported her, (p494-5). Miss Bell then continued to work, but on 16 August 2023, Mrs Pickerill met again with her and confirmed that Carpenters were accepting the resignation, (p625).
90. Miss Bell confirmed she had resigned on 3 August 2023 when she sent her email to HR. She needed to resign with notice because her work equipment such as her mobile and laptop were used for personal matters, and she needed to untangle these applications before she returned the work equipment. I accepted that nonetheless, she had resigned, and it was not for Carpenters to accept or reject the resignation. As no agreement was made by Miss Bell to withdraw the resignation, she continued working until her employment ended on 1 September 2023.

Law

Constructive Unfair Dismissal

91. Section 95(1)(c) of the Employment Rights Act 1996 provides that an employee is dismissed by his employer if the employee terminates the contract under which he is employed (with or without notice) in circumstances in which he is entitled to terminate it without notice by reason of the employer's conduct.

92. In Western Excavating (ECC) Ltd v Sharp 1978 ICR 221 it was held that to claim constructive dismissal an employee must establish:

- (a) that there was a fundamental breach of contract on the part of the employer or a course of conduct on the employer's part that cumulatively amounted to a fundamental breach entitling the employee to resign, (whether or not one of the events in the course of conduct was serious enough in itself to amount to a repudiatory breach);

Concerning the question of what amounts to a repudiatory breach, Mr Lewinski referred in his closing arguments to the cases of:

- (i) Lewis v Motorworld Garages Ltd [1985] IRLR 465 – a breach can be comprised of a series of acts or incidents, some of them perhaps quite trivial, but which cumulatively amount to a repudiatory breach.
 - (ii) Omilaju v Waltham Forest LBC [2005] IRLR 35 CA – the final straw need not be a breach of contract of itself but, *“It must contribute something to the breach, although what it adds may be relatively insignificant”*. In other words, if the final act is entirely innocuous it is not necessary to examine the earlier conduct to determine that the later act does not permit the employee to invoke the final straw principle.
- (b) that the breach caused the employee to resign – or the last in a series of events which was the last straw; (an employee may have multiple reasons which play a part in the decision to resign from their position. The fact they do so will not prevent them from being able to plead constructive unfair dismissal, as long as it can be shown that they at least partially resigned in response to conduct which was a material breach of contract).
 - (c) that the employee did not delay too long before resigning, thus affirming the contract and losing the right to claim constructive dismissal.

93. All contracts of employment contain an implied term that an employer shall not without reasonable and proper cause conduct itself in a manner calculated or likely to destroy or seriously damage the relationship of confidence and trust between employer and employee. Mr Lewinski referred to the case of Malik v BCCI [1997] IRLR 462 in this regard.

94. Mr Lewinski also referred to the case of IBM UK Holdings Limited v Dalgeish [2018] IRLR 4. He included this case because he was concerned that the claimant was seeking to argue that a refusal to grant a pay increase could amount to a breach of the term of trust and confidence. He argued that IBM held that circumstances would have to be extreme for this to be the case. Additionally, if the allegation was that an employer failed to exercise a contractual discretion to grant a pay rise, it would be necessary for an employee to argue irrationality on a Wednesbury unreasonableness basis.

Discussion

Unfair dismissal

95. There was no dispute that Mrs. Jones was dismissed by her employer and that this dismissal took effect on 5 August 2022. Mrs Jones confirmed that she communicated her decision to resign on this date and from that date until 1 September 2019, she was working her notice.
96. Mr Lewinski submitted that Miss Bell's allegations amounted to nothing more than '*...mere criticisms or a personal sense of grievance*'. He argues that none of them objectively met the test of what amounts to a repudiatory breach whether '*singly or cumulatively*'. He also asserted that none of the final events leading to Miss Bell's resignation could amount to a final straw as they arose from management decisions which they were entitled to make, and the alleged acts were '*...entirely innocuous.*'
97. The final list of issues covered a range of allegations, culminating with the catch up meeting on 3 August 2023 between Mr Norbury and Miss Bell. This was when several matters were discussed, including the business proposal dated 1 June 2023, where she was seeking additional administrative support. It was during this meeting that Miss Bell decided to resign and therefore the allegation that her performance was being questioned by Mr Norbury on 3 August 2023, was when she felt compelled to resign. This was therefore the final straw, but there were a series of other allegations which needed to be considered.
98. I would firstly note that Miss Bell's final allegation was the decision by Carpenters (through their HR management), that they would accept her resignation. This allegation of course post dates her decision to resign on 3 August 2023. Discussions took place following this decision between Mrs Pickerill and Miss Bell and while these related to possible ways in which she might return to work, there was no agreement that they would be made. It was reasonable for HR to make enquiries following the claimant's decision to resign, but it was her decision and there was no requirement or duty placed upon Carpenters to make adjustments to persuade a return to work. They were entitled to accept Miss Bell's resignation and in terms of cause and effect, this action played no part in the actual notice of resignation being given.
99. In terms of the chronology of events however, the first allegation relied upon by Miss Bell involved the question of whether there was a change to role upon returning from furlough on 23 July 2021 to remove from her, the management of a team. Mr Norbury provided an explanation concerning what had happened and described a context whereby the Insurance and Legal market relating to road traffic accident work was changing. This was supported by evidence from Mrs Roberts, and it affected where the growth in the business was taking place in terms of staffing and the more challenging market which

affected the nature of the support services relating to training that were being provided.

100. There were some ongoing issues relating to Miss Bell's management style and frustration which had been expressed to Mr Norbury by the members of the Training team. While Mr Norbury was placed in a difficult position regarding these staffing issues and tried to optimistically reassure Miss Bell that she still had management responsibility for a function as opposed to a team, this was not act which could be considered unreasonable. There was no malice in the decision-making that was taking place, and it was simply a case of a manager trying to balance the demands faced by the business at the time. Miss Bell's focus following this event was not about losing management responsibility, but the absence of staffing resources. In relation to this allegation, she acquiesced and continued working for a further 2 years. This did not amount to a fundamental breach and did not contribute to her decision to resign and in any event, she affirmed her contract of employment given its remoteness from the date of resignation.
101. In terms of the second allegation, there was no dispute that Miss Bell did raise issues relating to a lack of administrative support. This happened over a period from 23 July 2021 until 3 August 2023. As described above, a lengthy note regarding ongoing issues on 16 May 2022 was produced in advance of a catch up on 18 May 2022. There was the recruitment of an administration assistant whose performance was managed when further issues were raised. The proposal for additional support on 3 August 2023 arising from the 1 June 2023 document that Miss Bell provided, would have been progressed. Mr Norbury had begun to engage with the issue, and I concluded on balance that he was trying to support her with demonstrating she was working as smartly as possible and that a genuine business need existed for further recruitment. While undoubtedly a tedious matter for the employee seeking additional resources, it is part of the process of securing funding and permission to recruit in any organisation. I do not find that management behaved in such a way regarding Miss Bell's issues that it led to a breach of the implied term of trust and confidence.
102. The third allegation involved whether Carpenters failed to provide Miss Bell with sufficient resources during the period of 23 July 2021 to 3 August 2023. This is connected to the previous allegation, and I accepted that Carpenters provided Miss Bell with resources such as an administrative assistant and discussed alternative ways of working. Miss Bell's proposal made on 1 June 2023 was being considered when she decided to resign. In this respect her resignation was premature and unnecessary. As already mentioned, Carpenters were in a position where their business required them having to '*cut their cloth*', as described by Mrs Roberts and Mr Norbury behaved responsibly towards her. No fundamental breach had taken place and it was simply a question of management deciding where limited resources could be allocated. It involved no targeting of Miss Bell and these events were part of the general frustrations and disappointments an employee might experience in the workplace.

103. The fourth allegation was the failure by Mr Norbury to hold face to face meetings during the period of 23 July 2021 to 3 August 2023 with Miss Bell. There was no dispute between the parties that Mr Norbury only held one face to face review meeting during this period and instead relied upon remote meetings. Miss Bell did not appear to make allegations at the time that this was unsatisfactory and actually found this arrangement to be preferable given her flexible working arrangements and her preference to work autonomously. Miss Bell was largely content with this arrangement. In considering Mr Norbury's evidence I did conclude that there was on his part an approach of avoiding engagement with Miss Bell where he could. This was because of the way in which email communications could quickly become lengthy and heated when she posted messages. In some situations, this '*line of least resistance*' might be considered a poor management approach, but Miss Bell was a senior member of his team, a solicitor with many years' experience and someone who was not seeking his greater involvement as a manager. This did not amount to a fundamental breach in terms of the circumstances existing in this case and involved circumstances where both manager and employee were largely content with the way line management was carried out.
104. The fifth allegation was whether from 23 July 2021 until 2 August 2023, Carpenters raised any issues concerning Miss Bell's performance in the workplace. In terms of a constructive unfair dismissal complaint, this is a curious allegation to make as there was an absence of formal performance or conduct procedures following her return to work from furlough in 2021 until her employment ended on 3 August 2023. Mr Norbury raised workplace issues with her informally. The examples which were identified within the findings of fact are an illustration of ongoing employee relationship issues, but all were handled reasonably by Mr Norbury. Indeed, Mrs Roberts was persuasive in her evidence that at times he could be very patient and willing to overlook some of the behaviours encountered from Miss Bell, where as she (Mrs Roberts), would not have done. In conclusion however, I do not accept that this allegation demonstrates anything that could amount to a fundamental breach of conduct that might justify resignation. Indeed, Miss Bell was permitted a great deal of autonomy based upon the evidence before me.
105. The next (sixth) allegation concerned the claimant's email dated 16 May 2022 and subsequent meetings on 18 May 2022 and 6 June 2022, where Miss Bell asserted that Carpenters promised additional support from Jamie O'Rourke. The nature of this allegation has been assumed to be derived from an alleged failure by Carpenters despite having promised the support as alleged. Mr O'Rourke was a busy member of staff and was involved in a range of training activities. This was work which did support Miss Bell and the correspondence within the bundle and described above, is evidence that Mr O'Rourke was willing to help her even more. There were frustrations between Miss Bell and Mr O'Rourke in relation to the level of support that could be given, but this was not a case of an employer behaving unreasonably or that management were misleading Miss Bell in the support that could be provided. There was no evidence of Carpenters behaving inappropriately in relation to this allegation.

106. Miss Bell in her seventh allegation argued that Carpenters held three review meetings with her between 7 June 2022 and 3 August 2023. Mr Norbury behaved in a measured and appropriate way in relation to his line management of Miss Bell and the catch up or review meetings that he held with her. Miss Bell as a senior member of staff and gave a clear impression of being keen to be left to get on with her job without significant management supervision. There was no dispute that the number of meetings took place as alleged but this suited both sides. I accepted that more informal management continued throughout this period and this approach did not at the time undermine the trust and confidence that she might have in Carpenters given that Mr Norbury and Miss Bell could readily contact each other whenever it was necessary to do so.
107. Miss Bell also argued that management told her that she should discuss concerns regarding pay with her line manager Mr Norbury and not HR or the Board on 21 June, 24 June and 20 July 2023. This was an entirely proper approach given the way in which pay concerns were raised within Carpenters and did not reflect an unreasonable or odd way in managing these matters. Mrs Richards gave credible evidence concerning how pay was reviewed each day and Carpenters HR/management behaved appropriately in this regard.
108. Moving to the ninth allegation, Miss Bell argued that on 3 August 2023, at the meeting with Mr Norbury, her performance was brought into question. While she perceived the questioning from Mr Norbury to be an attack, I was unable to accept within the finding of facts that this was the case. This allegation was connected with the tenth allegation that was derived from the same meeting and referred to a time and motion exercise being suggested before her pay challenge proceeded.
109. Miss Bell was unhappy with her situation and had reached a point where her trust in her employer was becoming strained. I accepted that it was this meeting and what happened in her discussions with Mr Norbury, that resulted in her resigning. It was initially a verbal resignation, and she left this virtual meeting before it concluded. Her written resignation followed quickly afterwards.
110. But I cannot accept that what happened in that meeting or indeed what happened in relation to the earlier allegations amounted either singly or collectively as fundamental breaches of the implied term of trust and confidence between employer and employee.
111. What I was asked to consider in this case were a series of interactions which took place following Miss Bell's return to work following the Covid pandemic. There was very clear evidence from Mrs Richards and the other two respondent witnesses as to the changing landscape in their area of work. Carpenters were adapting to this environment. This is something that many workplaces have to do as time progresses and events change.

112. Miss Bell was undoubtedly a hard worker, and this was why line management were willing to take a light touch approach to her supervision and indeed, to be very tolerant of her outbursts which could arise from time to time. But in this case, there were circumstances that an employee gradually began to feel that their employer had changed, and it was not the same organisation that they had began working for more than 10 years previously. However, the changes very much took the form of the inevitable things that happen as an industry changes in response to economic or structural changes. An employee is expected to absorb these changes or alternatively they may consider whether it is time to look for alternative work.
113. While this might seem harsh, my judgment is simply a reflection of the realities of workplace changes and this was not a case where an employee had been subjected to poor behaviour which wholly undermined the reasonable trust that Miss Bell could and should have in them. The conduct of Mr Norbury at the meeting on 3 August 2023 was reasonable and appropriate and he did not place Miss Bell in a position where she could reasonably conclude she was going to be dismissed or that she would be placed in an impossible position where resignation was the only option to take.
114. Her decision to resign did not arise from acts which amounted to a fundamental breach and her resignation did not give rise to well founded constructive unfair dismissal complaint.
115. For this reason, the claim must fail. While it is not necessary to explore what would have happened had Miss Bell not resigned, on balance I concluded that her job would have remained in place and her employer would not have dismissed her. She was seen as sometimes a challenging employee who could at times be forceful in how she reacted to things that upset her, but Carpenters valued the training role that she occupied and sought to reward her at a level that was consistent and indeed slightly above what could be expected.

Conclusion

116. Accordingly, the claim is not well founded, it is unsuccessful and must fail.

Employment Judge Johnson

Date 5 March 2025

JUDGMENT SENT TO THE PARTIES ON
20 March 2025

FOR THE TRIBUNAL OFFICE

Notes

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<https://www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/>