



EMPLOYMENT TRIBUNALS

Claimant: Mrs B Cornish

Respondent: Downton Parish Council

Heard at: Bristol Employment Tribunal, via CVP

On: 13th, 14th, 15th, 16th and 17th January 2025

Before: Employment Judge Lambert

Representation:

Claimant: Miss Robinson, Counsel

Respondent: Mr Sheppard, Counsel

JUDGMENT

The complaint that the Respondent acted in breach of contract by failing to back date pension contributions into the Local Government Pension Scheme is not well-founded and is dismissed.

The complaint that the Claimant was constructively unfairly dismissed contrary to Section 94, 95, 98 and 111 Employment Rights Act 1996 (“the **ERA**”) is not well-founded and is dismissed.

REASONS

INTRODUCTION

1. The Claimant, Mrs Cornish, was employed as Clerk to Downton Parish Council (“the **Respondent** or **Council**”) from 1st April 2005 until she resigned with effect from 16th September 2022. The Claimant claims that her resignation was actually a dismissal as a consequence of the Respondent’s conduct towards her in breach of Section 95(1)(c) of the ERA. She relies upon 14 separate allegations of conduct which she says either on their own or cumulatively amount to a repudiatory breach of contract. She asserts her dismissal was unfair.

2. In addition, she says that she was entitled to membership of the Local Government Pension Scheme (“**LGPS**”) under the terms of her contract with the Respondent from 1st March 2016, the auto-enrolment date. Whilst the Respondent recognised this entitlement from November 2019, it did not recognise her reckonable service for LGPS purposes between 1st March 2016 and November 2019. She claims breach of contract against the Respondent.
3. The Respondent’s case is that some of the events relied upon by the Claimant, which she claims led to her resignation did not occur, or if they did occur, did not happen in the way the Claimant alleges, but in any event neither individually nor taken cumulatively, amount to a repudiatory breach of contract. It says her resignation was simply that, a resignation. Moreover, the reason for her resignation was to accept new employment elsewhere and not as a consequence of its conduct towards her.
4. Its response to the breach of contract claim is that whilst the Claimant had an entitlement in her contract, she did not trigger that entitlement until she made the Respondent aware that she wished to join the LGPS in November 2019. Taking into account her actions prior to this time, and the peculiarities of the Clerk role itself, where she was the most senior employee of the Respondent (in hierarchical terms) and held responsibility for the Council’s compliance with its legal obligations, there was no breach of contract.
5. The Claimant, Mrs Cornish, presented a Claim Form on 9th February 2023 complaining of:-
 - 5.1 a breach of her contract of employment; and
 - 5.2 constructive unfair dismissal, contrary to sections 94, 95, 98 and 111 of the Employment Rights Act 1996 (“the **ERA**”).

THE HEARING

6. The case was heard remotely via CVP, whilst I was sitting in the Bristol Civic Justice Centre. All of the witnesses attended the hearing remotely.

Timetable

7. The parties presented an agreed trial bundle of some 900 pages including the pleadings. An order had been made on 10th July 2023 restricting the size of the bundle to 750 pages, excluding the pleadings. This was reiterated in a further order made by EJ Smail on 16th January 2024. Regrettably the parties were not able to comply with this order and the Respondent’s representative made a late application to have the page restriction increased. This was refused by REJ Pirani shortly before the hearing.
8. At the hearing, I was presented with two bundles: a trial bundle and a further separate bundle which was referred to as the “Extracted Pages”. This bundle contained a further 152 pages of documents which had been removed from the trial bundle, in order to comply with the order, but it the parties then recognised that some of these documents were referred to within some of the witness

statements. Outside of the parties failure to comply with the Tribunal's order, was their failure to comply with the Employment Tribunals (England and Wales) Presidential Guidance on Remote and In-Person Hearings (2020), particularly paragraph 24.4, requiring pages to be numbered to correspond with the automated PDF numbering system. The documents in the Extracted Pages were often not in chronological or numerical order. Some of the documents were duplicated unnecessarily.

9. In addition, the parties relied upon 13 witness statements, running to 114 pages. Regrettably only 2 hours had been provided within the agreed timetable for me to read over 1,100 pages prior to commencing the hearing. The agreed timetable also anticipated that the evidence would be completed by the end of Day 3, with Days 4 and 5 set aside for deliberation and judgment. It was apparent from the outset that this was unrealistic.
10. In discussion with the representatives, we agreed a more realistic timetable with the remainder of day 1 becoming a reading day; evidence commencing on day 2 and with a clear indication that closing submissions must be delivered on day 5. I am grateful to both Counsel for their assistance in meeting this new timetable.

Witnesses

11. The Claimant relied upon 7 witness statements, of whom only the Claimant and Cllrs Christopher Hall and Katherine Hudson-Bailliee gave live evidence. They were all cross examined on their evidence by Mr Sheppard, the Respondent's Counsel. To avoid confusion, where someone was, or is currently a councillor of the Respondent, I have referred to them in this judgment as a Cllr, irrespective of whether they no longer served as a councillor on the Council at the time of the hearing.
12. The following individuals provided statements for the Claimant but did not attend to provide live evidence: Mr Adam Hayward, Cllr Paul Cornish, the Claimant's husband, Ms Claire Freemantle and Mrs Christine Parry. I confirmed with Miss Robinson, Claimant's Counsel, at the outset of the hearing that I would read the statements but would take into account that they were not cross examined and would determine what weight to apply to these statements.
13. The Respondent relied upon 6 witnesses, who all provided statements, gave live evidence before me and were cross examined by the Claimant. Those appearing were:
 - 13.1 Cllr Becky Cornell;
 - 13.2 Cllr Dave Mace;
 - 13.3 Cllr Jane Brentor;
 - 13.4 Mrs Melanie Camilleri, Clerk;
 - 13.5 Cllr Richard Ford; and
 - 13.6 Cllr Stuart Carter.

14. I read the statements and the documents referred to within all of the statements adduced at the hearing and any documents I was directed to in cross examination of the witnesses, including those within the Extracted Pages bundle.

THE ISSUES

15. The issues were agreed at a Preliminary Hearing before EJ Cadney on 10th July 2023. An order was sent to the parties on 13th July 2023 (pages 44 - 52). Flowing from this hearing, the Claimant provided further particulars of her claim and appeared to be relying upon 46 separate incidents to evidence her complaint of constructive unfair dismissal, with the first alleged incident taking place in May 2017.
16. A subsequent Preliminary Hearing took place before EJ Smail on 16th January 2024, where the issues were refined to 14 separate allegations. The issues as set out in the Order from that Preliminary Hearing and as discussed at the outset of this hearing were:

Breach of Contract

17. The Claimant contends that she had the contractual right to be enrolled in the LGPS from 1st March 2016. This was the date that the Respondent was required to auto enrol the Claimant into a qualifying pension scheme, in accordance with its obligations under the Pensions Act 2008. The Claimant contends that the Respondent failed to enrol her in the LGPS but offered to enrol her in the National Employment Savings Trust ("**NEST**") scheme, which she refused. The LGPS is a final salary scheme and is generally considered to be more advantageous to employees than the NEST scheme, which is a money purchase scheme. In November 2019, the Claimant was enrolled into the LGPS, but this was not backdated to 1st March 2016. The Claimant contends that the failure to enrol her in the LGPS between 1st March 2016 and November 2019 was an express breach of her employment contract.
18. In the original list of issues, the Claimant was seeking damages of around £25,000 for the failure to backdate her LGPS entitlement. This was the amount that Wiltshire County Council ("**WCC**"), which administers the relevant LGPS section on behalf of the Respondent, had calculated would need to be paid by the Respondent to backdate her service under LGPS. The Claimant sought this as contractual damages.
19. It seemed to me that this was not the correct remedy. Contractual damages are designed to place the Claimant back into the position she would have been in had the contract been fulfilled. This would mean that her length of reckonable service, for the purposes of LGPS entitlement, would be recognised as being from 1st March 2016, not November 2019. However, LGPS requires contributions from both the employer and the employee and the order of a compensatory amount, without the necessary contributions from the employee, would not put the Claimant back into the position she would have been in had the contract been fulfilled. Arguably this would be a more advantageous position. I considered that the correct remedy, if the Claimant was successful in her claim, was a declaration from

the Tribunal that the Claimant was entitled to reckonable service from 1st March 2016. It would then be for the Respondent and the Claimant to pay whatever amounts the LGPS required them to pay, in accordance with the LGPS scheme rules, to fulfil those obligations. After some debate and research from the respective representatives, both agreed that this was the correct remedy.

Constructive unfair dismissal

20. It was agreed that the Claimant resigned with notice by letter dated 27th June 2022, with her employment ending on 16th September 2022.
21. The issues were therefore, did the Respondent do the following:
 - 21.1 subjected the Claimant to 3 investigations (“**Allegation 1**”);
 - 21.2 created a hostile and unsupportive culture (“**Allegation 2**”);
 - 21.3 subjected the Claimant to 4 processes of mediation, the latest of which lasted a 3-6 month period (“**Allegation 3**”);
 - 21.4 threatened the Claimant for the third time with dismissal at the end of the mediation process (“**Allegation 4**”);
 - 21.5 required the Claimant to work under a continuous threat of being sacked over 2 years (“**Allegation 5**”);
 - 21.6 the Chair of the Council and the Chair of the Staffing Committee did not communicate with the Claimant other than by email for more than 2 years (“**Allegation 6**”);
 - 21.7 made the Claimant feel ostracised and unsupported (“**Allegation 7**”);
 - 21.8 being told by the staffing committee that the ‘relationship is not working’ (“**Allegation 8**”);
 - 21.9 refused to hold a grievance on the pension issue (“**Allegation 9**”);
 - 21.10 refused to allow the Claimant to present evidence concerning pension to the internal investigation (“**Allegation 10**”);
 - 21.11 being said by one Councillor to ‘lie to the extreme’ in the investigation (“**Allegation 11**”);
 - 21.12 made generally defamatory comments about the Claimant to the Investigation (“**Allegation 12**”);
 - 21.13 caused serious reputational damage within the investigation (“**Allegation 13**”); and
 - 21.14 the decision of the Investigation Panel was for the Claimant to have

mediation with the 2 people she says had bullied and humiliated her for last few years and if the relationship did not improve in 3-6 months, she could lose her job (“**Allegation 14**”).

22. Did any/all of the above breach the implied term of trust and confidence? The Tribunal will need to decide:
- 22.1 whether the Respondent behaved in a way that was calculated or likely to destroy or seriously damage the trust and confidence between the Claimant and the Respondent; and
- 22.2 whether it had reasonable and proper cause for doing so.
23. Did the Claimant resign in response to the breach(es)? The Tribunal will need to decide whether the breach of contract was a reason for the Claimant’s resignation. The Respondent asserted that the Claimant had decided to accept alternative employment elsewhere and this was the reason for her resignation.
24. Did the Claimant affirm the contract before resigning? 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.

Amendments To Allegations

25. During the hearing, the Claimant accepted that Allegation 3 (being subjected to 4 processes of mediation) was not being pursued. In relation to Allegation 2 (creating a hostile and unsupportive environment), Allegation 12 (generally defamatory comments) and Allegation 13 (reputational damage to the Claimant), the Claimant’s Counsel Miss Robinson produced a table within her closing submissions raising 49 separate examples. This was in excess of the original 46 issues raised prior to the hearing. There was no cross referencing to the Claimant’s statement although there were references to pages numbers within the trial bundle. I have attached the table as an annex to this judgment and confirm that I have reviewed and considered this evidence in relation to Allegations 2, 12 and 13.
26. The Respondent’s Counsel, Mr Sheppard, stated in closing submissions that some of the events relied upon by the Claimant did not occur as a matter of fact or there was no evidence to support the allegation. I will therefore deal with the allegations generally based on the findings of fact.

Findings of Fact

27. I make the following findings of fact based on the balance of probabilities. Where it was necessary to resolve a conflict of evidence, I have set out how I have approached that task. I record at the outset that there was considerable evidence advanced before the Tribunal that was not relevant to the Allegations raised in this case. Therefore, only findings of fact which I consider are relevant to the issues have been referred to. I read every document referred to during the hearing, including those referenced in the witness statements and in cross examination, but I have not referred to every document within the findings below. All page

references in this judgment are references to pages contained within the trial bundle, unless otherwise stated. The headings and any wording included in [square brackets] are included to assist the reader but do not form part of the judgment.

28. The Respondent is a small parish council covering a population of around 3,400. It has capacity for 15 councillors, with one acting as Chair.
29. The Claimant commenced employment with the Respondent on 1st April 2005 as its Parish Clerk and Responsible Financial Person (referred to in some documents as the “RFO”). She worked for the Respondent on a part-time basis of 30 hours per week. She also held a separate part-time appointment as Clerk to Godshill Parish Council, which she held from 2012.
30. The contract of employment that appeared within the trial bundle was issued to the Claimant on 31st July 2014 (pages 83 – 98) (“the **Contract**”). Uncontested evidence from Cllr Mace confirmed that he obtained a precedent employment contract from the National Association of Local Councils (“**NALC**”), an organisation that provides support to parish councils and adjusted it for the Claimant. The Contract was executed on 8th August 2014.
31. The Contract contained a job description (pages 95 – 98) which included:

Overall Responsibilities

The Clerk to the Council will be the Proper Officer of the Council and as such is under a statutory duty to carry out all the functions, and in particular to serve or issue all the notifications required by law of a local authority's Proper Officer. The Clerk will be totally responsible for ensuring that the instructions of the Council in connection with its function as a Local Authority are carried out. The Clerk is expected to advise the Council on, and assist in the formation of, overall policies to be followed in respect of the Authority's activities and in particular to produce all the information required for making effective decisions and to implement constructively all decisions. The person appointed will be accountable to the Council for the effective management of all its resources and will report to them as and when required. The Clerk will be the Responsible Financial Officer and responsible for all financial records of the Council and the careful administration of its finances.

[My underlining for emphasis]

32. The job description also contained specific responsibilities which included:
 1. *To ensure that statutory and other provisions governing or affecting the running of the Council are observed.*
 2. *To monitor and balance the Council's accounts and prepare records for audit purposes and VAT.*
 3. ...
 4. ...

5. *To prepare, in consultation with appropriate members, agendas for meetings of the Council and Committees. To attend such meetings and prepare minutes for approval (other than where such duties have been delegated to another Officer).*
6. ...
7. *To receive correspondence and documents on behalf of the Council and to deal with the correspondence or documents or bring such items to the attention of the Council. Once a decision has been made, within seven days act of (sic) the decisions and correspond accordingly. Copies of this correspondence should be given to the Chairman and the appropriate Committee Chairperson. To issue correspondence as a result of instructions of, or the known policy of the Council.*
8. ...
9. *To study reports and other data on activities of the Council and on matters bearing on those activities. Where appropriate, to discuss such matters with administrators and specialists in particular fields and to produce reports for circulation and discussion by the Council.*
10. *To draw up both on his/her own initiative and as a result of suggestions by Councillors proposals for consideration by the Council and to advise on practicability and likely effects of specific courses of action.*
11. *To supervise any other members of staff as their line manager in keeping with the policies of the Council and to undertake all necessary activities in connection with the management of salaries, conditions of employment and work of other staff.*
12. ...

33. The Contract also contained this clause:

19 PENSIONS

19.1 The Council is a member of the Local Government Pension Scheme, which operates a contributory pension scheme which you are entitled to join. You have been provided with details in the booklet provided. There is in force a contracting out certificate for the purposes of the Pensions Scheme Act 1993 stating that the employment is contracted-out employment.

34. This is the key clause upon which the Claimant's breach of contract claim is based and which I will return to later in this judgment.

35. The trial bundle also contained the Council's Financial Regulations (pages 102 – 104). These included the following requirements:-

At 3.2:

The RFO must each year, by no later than mid November, prepare detailed estimates of all receipts and payments including the use of reserves and all sources of funding for the following financial year in the form of a budget to be considered by the Council.

At 7.3:

No changes shall be made to any employee's pay, emoluments, or terms and conditions of employment without the prior consent of the Council.

36. It was accepted that the Claimant, as RFO for the Council, was responsible for the administration of the Council's financial affairs. It was also accepted that the Clerk role is atypical in employment relationships because the Clerk is accountable to the Council as a whole, but not to one individual councillor. The Claimant suggested in her evidence that this arrangement is akin to a corporation with a Chief Executive and Board, where the councillors take decisions, with the Clerk and other staff implementing those decisions. She stated that Cllrs do not and should not get involved in the day-to-day running of the Council.
37. The uncontested evidence from the Claimant was that from 2005 until April 2013, she enjoyed good relationships with all the people she dealt with, including all councillors. From the evidence before me, and as acknowledged by most witnesses giving evidence, I accept that the Claimant was highly competent in her role, had secured additional relevant qualifications and had very good knowledge to fulfil her duties as Clerk.
38. In May 2013, an election took place with 8 new councillors being elected, of which 6 had no previous experience of acting as a parish councillor. It appears there may have been some prior history between some of the councillors which led to Cllr Chris Hall, who was Chair of the Respondent Council at the time, resigning as Chair and also as a councillor at the first council meeting after the election. Cllr Mace was voted in as Chair of the Respondent Council at this meeting.

Difficult Relationships

39. The Claimant's evidence was that there was some hostility shown towards her by several councillors from the May 2013 election onwards until the end of her employment because of their own personal feuds with Cllr Hall. The Claimant named Cllrs Mace, Watts, and then Cllrs Brentor and Randall, when they were subsequently elected as councillors, as showing hostility towards her. She felt she was seen by these councillors as an obstacle to overcome. This was denied by Cllrs Mace and Brentor, who both provided evidence before me.
40. Cllr Mace's evidence was that, contrary to the Claimant's assertions, she in fact acted with hostility towards them. In support of this, he relied upon an email that he received on 13th May 2013 (page 66) from the Claimant. In the initial email, the Claimant set out details for joining the Council as a newly elected councillor, which included a request for new councillors to sign an Acceptance of Office form and return it to her in advance of the first meeting. Cllr Mace responded to this email asking whether he and some others could sign the form at the outset of the meeting, rather than signing and providing this to the Claimant in advance of the meeting.
41. The Claimant responded to Cllr Mace's email:

I didn't imagine I'd be spending the first few minutes of my working week emailing a councillor to provide an interpretation of the meaning of the word 'before'!

I've received 8 acceptances so far from all my previous councillors and one new one which is helpful and have drawn up a list for the chairman. I leave it up to you and those other councillors you've been speaking to do as you wish.

42. The Claimant suggested that her response was a formal response, nothing more.
43. Cllr Mace described the email as “sarcastic” which he felt was “unwelcoming”. Cllr Mace’s uncontested evidence was that he had only very limited dealings with the Claimant prior to receiving this email and whilst he may have been at some local events where she was present, he did not know her well at all.
44. Looking at the email itself and considering the context, an initial email to a new councillor from the Claimant acting as a Clerk, I do not accept that this was simply a formal response. At a stretch, one might consider that wording dealing with the meaning of “before!” was a poor attempt at humour. However, when read with the last sentence, where the Clerk implies that Cllr Mace has been speaking with other councillors, to my mind removes any doubt that this was simply a formal response. It is a clear reference to extraneous matters outside of the Council and I consider it could reasonably be interpreted as sarcastic and unwelcoming, which is how Cllr Mace did interpret it.
45. Cllr Mace’s evidence was that these emails were his first significant interaction with the Claimant. Whilst this email is not sufficient for me to conclude that the Claimant was the originator of any ill-feeling within the relationship between her and Cllr Mace, I am satisfied that she was not a completely innocent bystander either. To my mind, the Claimant had preconceived ideas of Cllr Mace, possibly as a consequence of matters between him and Cllr Hall, but she was an active participant in this matter.
46. It was a recurring theme throughout the evidence that the Claimant’s relationship with various councillors became difficult and, in some cases, broke down. The behaviour supported her allegation that the Respondent created a hostile and unsupportive environment (Allegation 2). The Claimant accepted that she had issues with Cllrs Mace and Watts, then Brentor and Randall. In turn, Cllrs Mace, Brentor and Cornell all confirmed that they had difficult working relationships with the Claimant. Cllr Brentor and Cornell gave evidence that their relationship with the Claimant was initially amicable but it became strained when attempting to manage or otherwise take a decision with which the Claimant did not agree.
47. Cllr Mace’s evidence was broadly along the lines that the Claimant was hostile towards him, as evidenced by the email referred to above. He explained as Chair, he was expected to deal with the business of the Council as well as being the first point of contact on personnel matters concerning the Claimant, as an employee of the Respondent. He found that during calls with the Claimant, she would embark upon lengthy tirades, giving him no chance to think or to respond in a considered way. He felt that the Claimant would make statements and attempt to make him agree with her. This troubled him because he considered there was potential for the Claimant to misinterpret or misquote these conversations. This led him to become guarded in communications and to prefer email over telephone calls with the Claimant.

48. At the end of his first year as a councillor, he considered he had spent so much time and energy during his interactions with the Claimant that he wished to step down as Chair. However, no other councillor would take on the role, so he agreed to carry on as Chair if a Staffing Committee was set up to deal with the Claimant. This was set up in June 2014, with Cllr Ford becoming the chair of the Staffing Committee. This was corroborated by Cllr Ford and I accept this evidence.
49. Cllr Cornell's evidence was that she was approached by the Claimant and Cllr Mace and encouraged to become a councillor in 2017/18. Her relationship with the Claimant was initially amicable but it soured towards the end of 2019. She suggested that this was because the Claimant would frequently challenge questions made of her or proposals of the Council with meetings becoming longer and more difficult. She described meetings where the Claimant would be quietly spoken and reserved and then send lengthy critical and negative emails afterwards. This led to Cllr Cornell examining every word of her emails to the Claimant in an attempt to prevent messages from being distorted by the Claimant. Her evidence broadly corroborated Cllr Mace's description of calls with the Claimant as becoming lengthy, extremely draining, negative and unconstructive. They also contained personal and inappropriate comments about councillors. Cllr Cornell agreed with Cllr Brentor's description of dealing with the Claimant as "*walking on egg shells*". She resigned from the Council by letter dated 31st January 2022 (p.744). Within that letter she records:

Unfortunately I have found in the last 18 months the relationships between the clerk and some of the councillors, to be extremely draining and at times disrespectful to individuals who give up their time voluntarily. To this end I now feel that my role on the council is not something I wish to continue with.

50. The contents of Cllr Cornell's resignation letter were consistent with the evidence she provided to the Tribunal and I accept that this was her genuine view of events.
51. Cllr Brentor's evidence was consistent with the evidence of Cllrs Mace and Cornell. She initially had an amicable relationship with the Claimant but this deteriorated. This led to her communicating with the Claimant through emails because she was concerned that there would be no record of verbal communications if there was a later dispute about what was said. She also described being compelled to examine every word in an email to ensure the Claimant did not respond with criticism.
52. I recognise that Cllrs Mace, Brentor and Cornell were councillors throughout the period complained of by the Claimant and I attach greater weight to their evidence.
53. Cllr Hudson-Baillie gave evidence that she joined the Council between August 2021 and January 2022. Her evidence supported the fact that during Council meetings there was tremendous tension and a toxic culture which led to her resigning less than 6 months later. She described an event where Cllr Brentor attended her home to assist with an induction and talked only of the difficulties Cllr Brentor encountered with the Claimant. Cllr Hudson-Baillie considered this demonstrated very personal antagonism from Cllr Brentor towards the Claimant. Examples were provided by Cllr Brentor of the Claimant being obstructive by pointing out legalities, whilst Cllr Hudson-Baillie considered these as examples of the Claimant doing her job. Her

opinion of the running of the Council was that several councillors were working together and making decisions outside of formal meetings to make decisions and look for these to be rubber stamped by the other councillors. She felt that the tone adopted towards the Claimant was abrasive and dictatorial which was embarrassing and upsetting for her.

54. Cllr Hall, who served on the Council for a combined period of over 20 years in three separate stints, gave evidence that was supportive of Cllr Hudson-Baillie's evidence, confirming that the Claimant is an extremely experienced and well-respected Clerk, frequently being asked by others parish councils to assist when their Clerks were unavailable. He also referenced serious animosity being shown towards the Claimant from Cllrs Mace and Brentor.
55. From this evidence I find that there were clearly difficulties in several relationships between the Claimant and various councillors, including Cllrs Mace, Brentor and Cornell. However, not all councillors had difficulties with the Claimant and Cllr Hudson-Baillie and Cllr Hall were supportive of her. In relation to Cllr Hudson-Baillie's evidence, I am conscious that her time as a councillor was limited to a relatively short period when the Claimant's relationship with the respective Cllrs had deteriorated considerably and she did not provide any evidence that satisfied me that she was aware of all of the emails passing between the Claimant and the various Cllrs, or had a broader understanding of all the issues that had occurred prior to her appointment.
56. Cllr Hall has considerable experience of acting as a Cllr and often as Chair of the Council. He was a councillor at the material time from May 2019 and until after the Claimant's end of employment with the Council. I recognise that he appears to have had a poor relationship with Cllr Mace, as evidenced by the Claimant herself, although it would appear that this was a mutual issue between Cllrs Hall and Mace.
57. Having reviewed the emails passing between the Claimant and Cllrs Mace, Brentor and Cornell, examples of which were set out in the bundle, I consider that the animosity shown between the Claimant and Cllrs Mace, Brentor and Cornell was mutual. For example, the emails demonstrate that the Claimant strongly resisted and was sensitive to the subject of having a point of contact for personnel purposes. Whilst she criticised councillors for referring to themselves as her "line manager", it is clear from the various NALC guidance that it was logistically and administratively convenient for the Claimant to have a point of contact for day to day matters such as agreeing holidays, notifying her employer if she was sick and to complete appraisals. Following her analogy that a Clerk is akin to a Chief Executive reporting into a board, it is usual for a Chief Executive to treat the Chair of an organisation for these purposes as their line manager. I consider she was unduly sensitive in such matters and can understand how Cllrs Mace, Brentor and Cornell were cautious when communicating with the Claimant, which in turn, led them to decrease oral communication with her and to resort to email.

Breach of Contract Issue

58. The Contract was executed on 8th August 2014 and, as set out in paragraph 33 above, contained the pension clause. No action was taken by either the Respondent or the Claimant to address the pension entitlement at the point of execution of the

Contract, meaning that the Claimant had not exercised her entitlement to join LGPS, or any other pension scheme.

59. The parties agreed that the Claimant joined LGPS in 2020 and had her reckonable service, for LGPS purposes, backdated to 1st November 2019. This was the date the Respondent Council accepted that the Claimant first made it aware that she wanted to join LGPS. It says it was not aware that she wanted to join LGPS prior to this time. The Claimant disputes that.

When did the Respondent become aware of Claimant's intention to join LGPS?

60. Over a year after the execution of the Contract in August 2015 (p.109), the Respondent received correspondence from the Pensions Regulator informing it of its legal obligations to enrol eligible staff into a qualifying pension scheme on or before the relevant staging date, in this case 1st March 2016. The Respondent was required to notify the Pension Regulator by 1st November 2015 which pension scheme it would use for this purpose. This correspondence confirmed that the Government had set up NEST which was a pension scheme that could be used for this purpose. It was common ground that LGPS could be used as well.
61. A document entitled "Auto-enrolment (Pensions)" issued by the Society of Local Council Clerks and NALC provided guidance for Councillors, Local Councils and Clerks (p.110 – 115). This document provided information about LGPS and confirmed that councils can consider other schemes. The Claimant accepted that she had read this document and it was probably received either with the letter from Pensions Regulator or soon afterwards. From this evidence, I accept that in or around August 2015, the Claimant was aware, in general terms, of the auto-enrolment obligations imposed upon the Council to register with a qualifying pension scheme and that LGPS or NEST could be used for this purpose.
62. On 8th November 2015, the Claimant sent an email to various Cllrs, which included Cllrs Ford, Pearce, Hayward, Mace and Brentor, attaching a draft budget for the following 3 years (page 116 – 117). This was in accordance with the Claimant's duties under Regulation 3.2 of the Council's Financial Regulations (set out in paragraph 35 above).
63. Within the body of this email, the Claimant stated:

"The Parish Council is bound by new legislation to register and contribute to a pension if the Clerk is within certain salary boundaries and he/she wishes to join. The deadline for doing so is March 2016. As an employer, the Parish Council will be significantly impacted if the clerk wishes to join as the percentage contribution for the Local Government Pension Scheme is in the region of 19.5% of gross salary. Perhaps this can form part of the discussions tomorrow evening."

[My underlining for emphasis]

64. Of note is that there is no reference within the attached draft budget to pension contributions from either the Claimant or the Respondent. The Claimant was clearly aware of the issue, as evidenced by the letter from the Pensions Regulator, the

guidance document from NALC and from her email to Cllrs. She could have put in a figure representing employer contributions to a pension scheme if she wished to join a pension scheme, but she did not.

65. In response to that e-mail, Cllr Ford sent an e-mail to Wiltshire Association Local Council (“WALC”) requesting whether WALC had issued any guidance notes to assist parish councils about auto enrolment (p.345 of the Extracted Pages bundle). This email states:

Our Clerk does wish to pursue this, with her own contributions, having previously made no provision.

To date, no action has been taken, albeit I have registered with the Regulations as the point of contact and employer representative.

[Underlining is my emphasis]

66. Cllr Brentor responded to the Claimant in an email on 9th November 2015 (p.344 of the Extracted Pages bundle) which included the following:

...I haven't specifically put the obligation for pension contributions in but have identified the ongoing support of the Clerk as a potential cost so we can make it explicit tonight. It is a responsibility that we can't and, I assume, wouldn't want to avoid.

67. The reference to making “... it explicit tonight” is a reference to a Budget Working Group meeting which took place that evening to discuss and consider the Claimant’s draft budget. This meeting was attended by Cllrs Brentor, Mace, the Claimant and others. The Claimant’s uncontested evidence on this point was that the pension was not discussed at this meeting and no amendment for pension provision was made to the budget.

68. In her statement (para 23), the Claimant asserted that:

The following day, I recall Cllr Ford called and wrote to me saying the figures I'd provided didn't align with his thinking and he was 'looking into cheaper schemes' presumably to save money again. It was made clear to me that LGPS was not on offer and later told the NEST scheme was the chosen option. I did not refuse LGPS but I refused NEST repeatedly.

[Underlining is my emphasis]

69. The Claimant stated that she was not aware which councillors had selected NEST but that was the scheme selected. At this point, the Respondent Council had not registered with any pension scheme, nor had it informed the Pensions Regulator, as was required. The Claimant stated (para 25) that she:

...could not recall a written or verbal report being given to the Council by Cllr Ford regarding the NEST scheme and no Minute exists showing the Council's decision to join it. He [Cllr Ford] joined the Council as the employer to the Regulator and NEST scheme, held their login details and passed them to Cllr Brentor when he left in 2017. As I had a conflict of interest, they were not, as far as I can recall, shared with me as the employee.

[Underlining is my emphasis]

70. As part of her duties, the Claimant was required to prepare regular reports for the Respondent Council and in her report dated 8th July 2016 (p.119), it records:

NEST – Richard Ford and I have now registered the Parish Council as a workplace pension provider to ensure that it is legally compliant. He is making further enquiries about my opting out as an employee as I can see no benefit in joining the scheme with the small percentage potentially being paid.

71. This somewhat contradicts the Claimant's evidence because this was a report, she had authored, confirming that she and Cllr Ford had registered the Respondent Council with NEST. Whilst it may be factually correct to assert that Cllr Ford did not present this report to the Respondent Council (it was the Clerk's report), it is clear that the Claimant, as the report author, was aware that the Respondent had registered with NEST. Indeed, in the Claimant's own report she recorded that she and Cllr Ford registered the pension scheme.
72. Cllr Ford was a councillor from 2013 until 2017 and his evidence was that he had no recollection of any discussion with the Claimant, where she informed him that she wished to join LGPS. His view was that had the Claimant wished to pursue LGPS membership, she could have placed it on the agenda for consideration by the Respondent Council at any time. This was consistent with her duties (see para 35 setting out the Claimant's job duties). She had done so before in relation to matters relevant to her employment previously, a fact the Claimant accepted in evidence. There was no explanation for her failure to take this action had she wished to join LGPS. According to Cllr Ford's evidence, she did not do so because she did not want to join LGPS.
73. In reference to his email of 9th November 2015 to WALC (set out at paragraph 65 above and which the Claimant places considerable reliance upon), he explained that this was essentially at the investigatory stage. He was seeking information about the LGPS because the Council needed to understand how the scheme worked and what steps needed to be completed if the Claimant wished to pursue LGPS membership. At that point, the Claimant was also seeking information to consider her position in relation to joining a pension scheme and no decision had been made.
74. Cllr Ford's evidence was that towards the beginning of 2016, he visited the Claimant at her home for a Council related matter. During this meeting, he asked her whether she had read the pension information that had been supplied by WALC. She responded that she did not want to join any pension because her husband was a member of a good pension scheme which would meet their joint retirement needs. Cllr Ford suggested that LGPS requires employee contributions and he considered that the Claimant did not want to make such contributions.
75. At this point, the Respondent Council had not registered any pension scheme with the Pensions Regulator. Cllr Ford stated that he worked alongside the Claimant using her computer, in her home, to register the Respondent Council for NEST. As support, he relied upon the Clerk's report dated 8th July 2016 above which confirmed the registering for NEST. The Claimant never stated to him that she wished to join

LGPS at this point. He also confirmed that he undertook 2 or 3 annual appraisals with the Claimant whilst he was a councillor and she never raised the point that she wished to join the LGPS with him.

76. On 21st October 2016, the Claimant sent an email to various Cllrs including Cllr Brentor and Cllr Hayward attaching a draft budget for 2017/18 (p.120 – 121). The draft budget has an entry: “*Employer’s Pension Contrib*” with the sum of £200 inserted for 2016/17 and £300 for 2017/18. This is consistent with NEST membership. This was another opportunity for the Claimant to raise the issue of LGPS membership. She did not.
77. The Claimant’s explanation for not raising any further issue over the Respondent Council selecting NEST and not offering her LGPS during this period was that she had a lack of knowledge of pension provision; she had a high workload; and that hostility had been shown to her by Cllr Mace due to her previous grievance. She decided she would raise it again at some later point (para 26 of her statement).
78. Just over a year later, on 28th November 2017, the Claimant sent an email to various Cllrs including Cllrs Mace and Brentor attaching a draft budget for 2017/18. This document had an entry for Employer’s Pension Contrib but had zero figures inserted.
79. Cllr Mace responded to this email on 5th December 2017 (p.126) stating:

Here’s the updated version of the spreadsheet as at the end our meeting this morning.

This includes the calculations for employer’s pension contributions for the Clerk starting at 5% of salary next year and potentially increasing to 10% and 15% in the following two years...

80. Cllr Mace’s evidence was that he was not aware of any request from the Claimant to join LGPS until 25th November 2019. His understanding from the Claimant’s report of 8th July 2016 was that the Respondent Council had registered with NEST and the Claimant wanted to opt out of that scheme. He assumed that the Claimant, as RFO and an employee of the Respondent Council, would complete that process. Cllr Mace explained that his rationale for including an increased pension provision within the budget was, as set out in the email above, to ensure that the Respondent Council had a provision available if the Claimant wished to join either LGPS or NEST, or if any successor wished to do so. It was not in response to a request from the Claimant to join LGPS.
81. Cllr Brentor’s evidence corroborated Cllr Mace’s that the Claimant made no request to join LGPS until 25th November 2019. This was also consistent with Cllr Ford’s evidence that he was not aware of any request from the Claimant whilst he was a councillor. Cllr Brentor suggested that there were many opportunities for the Claimant to make such a request. The Claimant was the Clerk and RFO to the Respondent, she had responsibility for setting the content of the monthly meeting agendas and could have included this as an item. It was not raised as an agenda item for the Respondent Council to consider until November 2019. The Claimant also had regular contact with Cllr Ford and then Cllr Brentor but did not raise this as an issue.

82. Cllr Brentor and the Claimant had a supervision meeting on 14th December 2017 where Cllr Brentor specifically raised the issue of pensions with the Claimant. The note of that meeting records:

Discussed whether [the Claimant] should consider starting a pension and she will look into this as, despite it being only a small contribution at first, it should be made the most of.

83. The Claimant accepted that this conversation took place, but her evidence was that this was a reference to the NEST scheme because of the wording "... *only a small contribution at first*", which she did not wish to join.

84. On 14th November 2018, the Claimant was nominated as an additional contact with the Pensions Regulator (p.129). The draft budget for 2018/19, which was prepared in November 2018 by the Claimant had £1,152 included for "Employer's Pension Contrib" in accordance with Cllr Mace's direction to provide a pension provision. On 1st December 2018, the Claimant emailed Cllr Brentor and queried why the pension provision for 2019/20 had been increased to £1,753. Cllr Brentor responded that there was a discussion where some of the councillors thought that the provision was only 2%, when it was 5%. It was decided to increase this to 7.5%. This was:

so that the budget line accounts for a reasonable contribution should you decide to leave.

85. The Respondent Council received further correspondence from the Pensions Regulator in April 2019 (p.145) requiring it to complete a re-declaration by 31st July 2019. The Claimant completed this action as confirmed by an email on 1st August 2019 (p.150).

86. In cross examination, the Claimant accepted that there was no written evidence available to the Tribunal, or which was provided to any of the various investigations which looked into this issue, supporting her assertion that Cllr Ford wrote to her stating he was looking into "cheaper schemes", as she suggested in her statement (para 23). She accepted that she had seen the guidance document issued by NALC (p.110 – 115) and this referred to LGPS, but she had taken no steps to actively pursue her entitlement to join LGPS.

87. Pausing here: I have little hesitation in finding as fact that the Claimant did not make a request to join the LGPS prior to 1st November 2019. The Claimant asserted that her original email of 8th November 2015 (p.116 and para 70 above) confirmed her intention to join the LGPS. Whilst this email refers to LGPS, it is couched in the language of "*if*" the Clerk wishes to join. At best, this is an expression of interest but, in my view, does not evidence a settled request to join. I prefer the evidence of Cllr Ford who suggested that this was at an early stage with both the Respondent Council and the Claimant looking for more information.

88. I accept that Cllr Ford and the Claimant completed registration for NEST in July 2016 as stated by Cllr Ford and supported by the Claimant's report of 8th July 2016. If, as the Claimant suggests, she wanted to join LGPS, then I consider she would have raised it with Cllr Ford when they were registering for NEST and/or included an entry

in any of the reports she drafted and placed before the Council. She could also have assigned monetary values against pension contributions whilst preparing draft budgets for the Council between November 2015 and November 2018. I am satisfied from the evidence that it was Cllr Mace who made the decision to add pension contributions to the budget and to build a pension reserve. In short, the Claimant had numerous opportunities to raise this issue with the Council and I am satisfied that she did not before November 2019. It was also clear from the evidence that the Claimant, as evidenced by her email of 13th May 2013 to Cllr Mace and many other emails in evidence, that she was not someone who was reluctant in raising concerns.

89. I also prefer the evidence of Cllrs Mace and Brentor's over the Claimant's evidence on this point. In cross examination she accepted that there was no document from Cllr Ford mentioning "*looking at cheaper options*", nor was there a grievance against Cllr Mace despite stating in her witness statement to the contrary. I consider this was added by the Claimant to reinforce her evidence on this point, rather than an accurate reflection of events. At best, this evidence can be described as mistaken. In contrast, Cllrs Mace and Brentor's evidence is corroborative upon the point that the Claimant did not make a request to join LGPS prior to November 2019, which, in turn, is consistent with the documentary evidence and the evidence of Cllr Ford. This is reinforced by the fact that it was Cllrs Mace and Brentor who took active steps to build a pension provision within the accounts, as set out in their respective emails to the Claimant, on 5th December 2017 and 14th November 2018. In addition, a supervision meeting took place on 14th December 2017 where Cllr Brentor and the Claimant discussed pensions. These were all perfect opportunities for the Claimant to respond that she wished to join LGPS. She did not do so. I consider this was because she did not want to join LGPS at this time.
90. The Claimant, as RFO and Clerk, had every opportunity to put this issue as an agenda item for the Respondent Council to discuss at any point, but there are no documents evidencing this before 1st November 2019. I conclude as a fact that the Claimant did not request to join LGPS prior to 1st November 2019.

Events leading up to Initial Report

91. All parties accepted that at a budget meeting in November 2019, the Claimant raised the issue of her joining the LGPS. The Claimant's evidence was that she was reiterating an earlier request. The Respondent's evidence was that this was the first time it was raised. As indicated above, I prefer the Respondent's evidence on this point that no request was made prior to November 2019.
92. Cllrs Mace and Brentor confirmed the meeting occurred on 25th November 2019, which I accept. It was common ground that the Claimant raised her right to join LGPS as provided in her Contract and that Cllr Cornell would investigate matters by contacting WCC, the relevant LGPS administrators.
93. Minutes of an Ordinary Meeting of the Respondent Council held on 10th February 2020 (p.170 – 171) confirmed that Cllr Cornell briefed the Council on her discussions with WCC upon the likely financial commitment for the Council if staff were to join the LGPS. Cllr Cornell believed the Council's employer contributions to be around

2%. The Claimant queried this figure as she was aware it would be around 19.7%. The Respondent Council resolved to make provision:

...for the sum of £10,000 to be allocated from the Council's reserves to enable contributions to be backdated in order to ensure the Council's contractual and legal compliance.

94. On 20th February 2020, the Claimant emailed Cllr Mace (p.174) explaining that she had contacted WCC and the back-dated payment would be slightly less than £25k, taking into account the Contract came into effect on 31st July 2014. The Claimant stated that she was sending this to Cllr Mace (at the time Chair of the Council) because:

...as RFO, and the person responsible in law for the Council's finances, [she] was concerned about the slow progress on this from the Staffing Committee and considered it to be very important that the Council is made aware as early as possible of the likely financial consequences of both its decision to have members of staff join the LGPS as well as enable it to counter any likelihood of significant daily fines from the Pension Regulator for it not operating in compliance with both pension and employment/contract law.

95. Cllr Mace responded the next day by email (p.174) requesting that the Claimant send the information to the Respondent's Staffing Committee in order for it to decide next steps.

96. The evidence of Cllrs Mace and Brentor was that they became concerned at this point that the Claimant was attempting to claim backdated pension entitlements to 31st July 2014, rather than to November 2019, when, in their view, she had first made a request to join LGPS. They felt that the Claimant had been clear that she did not want to join any pension scheme prior to this request and was now changing her position and denying that this was the case, in order to have backdated pension entitlements. Their evidence was that they felt the Claimant was unduly pressurising them to backdate the pension entitlements by suggesting that the Council was exposed to considerable legal risk and that continued non-compliance would make matters worse. The email referred to at paragraph 94 above was one of several examples, they said, of the Claimant using her position as Clerk to further her personal position as an employee. Cllr Brentor stated that she considered that the Claimant, as Clerk and RFO, had responsibility to ensure that the Council complied with its legal obligations and the Council had not. She felt the Claimant was culpable. From this state of affairs, the Council held a meeting on 9th March 2020 (p.175 – 176) and decided to revoke the earlier resolution allocating a sum of £10,000 from reserves to allow backdating of pension contributions. A new resolution was passed confirming that all staff would be entitled to join LGPS from 1st April 2020 but backdated contributions would be considered once *"full relevant information is available."*

97. Cllr Brentor wrote to the Claimant by letter dated 10th March 2020 (p.178) explaining the reason why the Council had rescinded the earlier resolution and confirming that:

...the Staffing Committee considered it prudent to seek legal advice about the obligations of the Parish Council in this respect. Once that legal advice is obtained, in a form that is sufficiently clear, it will be shared with you ... in

order that a decision based on full information about the Council's obligations to make back dated employer contributions can be made.

98. This was the commencement of an investigation into matters by the Staffing Committee which is dealt with below. However, the Claimant raises complaints about matters that she says occurred between March 2020 and 29th July 2020, when she received a copy of the investigation report. The context at this point, which I find as fact, was that there were strained relations between the Claimant and several Cllrs, and she was aware that members of the Staffing Committee were investigating matters pertinent to the pension issue and her role within that.
99. On 23rd March 2020, Cllr Brentor sent an email to the Claimant (p.186) after the Claimant had returned from leave confirming that there were several issues to discuss, including the pension issue, how communication between Cllr Brentor and the Claimant should be managed, supervision and appraisals. At this time, Cllr Brentor was the day-to-day contact for the Claimant on the Staffing Committee but the Claimant did not wish to attend a meeting with Cllr Brentor alone. In this email Cllr Brentor wrote:

"Your appraisal – this last matter is necessarily delayed as it would not be legitimate to carry out an appraisal whilst legal advice about an employment subject that concerns you is outstanding. This should not cause a delay in your increment being awarded..."

Failure To Conduct Appraisal

100. The Claimant complains (Appendix, issues 2 and 4) that the Respondent would not conduct an appraisal with her at this time. From the above email, it is clear that the Respondent did not hold an appraisal at this time and set out its reason for doing so. It confirmed that the Claimant's pay would not be prejudiced; it was not refusing to hold an appraisal but delaying it. The Claimant did not complain about this decision until much later and the Council continued to hold supervision meetings with the Claimant, as evidenced by the minutes of a supervision meeting between the Claimant and Cllrs Brentor and Cornell on 2nd April 2020 (p.187). In the light of the considerable strain in the relationship between the Claimant and Cllr Brentor, I consider this was not an unreasonable position to take.

Excessive Emails

101. At the supervision meeting on 2nd April 2020, the Claimant raised an issue over communication with Cllr Brentor. She alleged that she had received an excessive number of emails, she put it as over 600 in one year, from Cllr Brentor (Appendix, issue 3 and 6). This issue was discussed but no detailed analysis of the emails was conducted at the time because neither the Claimant nor Cllr Brentor had time to review such emails.
102. Cllr Brentor's evidence before the Tribunal was that many of the emails she sent to the Claimant during the period complained of by the Claimant were simply responses acknowledging the Claimant's initial emails. As such, it was inevitable that there would be a considerable number of emails from her to the Claimant, many of which did not create any additional work for the Claimant, nor did they emanate

from Cllr Brentor. In any event it was agreed at the meeting on 2nd April 2020 that going forward the Claimant would identify any emails she received from Cllr Brentor that the Claimant felt were irrelevant.

103. There was no evidence before me that the Claimant ever raised concerns about future emails that the Claimant received from Cllr Brentor from this point onwards.

Staffing Committee

104. The Claimant raised several concerns about the constitution of the Staffing Committee (Appendix, issues 5, 10 and 11) supporting her allegation that she was working in a hostile and unsupportive environment (Allegation 2) and was feeling ostracised and unsupported (Allegation 7). She complained that, without any warning at a meeting of the Council, councillors proposed membership of the Staffing Committee to be limited to three councillors and that they investigate the pension complaint. Later, the Staffing Committee refused to allow the Chair of the Council to attend a Staffing Committee meeting, despite the Chair having *ex-officio* rights in the Council's standing orders to do so.

105. Within the trial bundle were minutes of an Ordinary Meeting of the Council on 20th April 2020 (p.191). These confirmed that the Council passed resolutions to restrict the membership of the Staffing Committee to no more than and no less than 3 members and that Cllr Mace be elected to the Staffing Committee. At this point, the Staffing Committee consisted of Cllrs Brentor, Cornell and Mace. From the minutes it is apparent that Cllr Hall seconded the first resolution and proposed the second. There was no settled Chair of the Council at this point and the Chair was being rotated amongst the councillors on a monthly basis.

106. There were ongoing issues between the Claimant and Cllr Brentor in relation to line management or day-to-day contact with the Claimant. The Claimant had pointed out on several occasions at this point that no single councillor could line manage her. She was accountable to the whole of the Council.

107. On 13th May 2020, Cllr Cornell sent an email to the Claimant proposing to hold a meeting of the Staffing Committee on 21st May 2020 (p.221). This included several agenda items including:

5. Agree arrangements for line management [of the Clerk] by an identified member of the sub committee including frequency, status of notes, standard agenda items and support arrangements.

108. The Claimant responded shortly afterwards to Cllr Cornell that:

...item 5 caught my eye. You appear to have missed my emails from last week. It is inappropriate in a parish council to have a single councillor 'line manage' the proper officer or a member of staff. As a reminder, the clerk is accountable to the whole council.

109. Cllr Cornell responded that she had included this as an item because she had read guidance from NALC which she quoted ("**2013 Guidance**"):

The other responsibilities suited to a staffing sub committee include the management of the Proper Officer/Clerk. It will be necessary for the sub committee to appoint one of its councillors as the day to day contact to support, supervise, and appraise the work of the Proper Officer/Clerk, handle leave requests, absences from work, informal grievances and disciplinary matters etc. The standing orders of a council may be used to confirm the responsibilities of individual members of the staffing sub committee.

[My underlining]

110. The Claimant responded by email on 14th May 2020 (p.219), copying in Cllrs Brentor and Mace (as the other members of the Staffing Committee) stating that Cllr Cornell had quoted from a 2013 publication, whilst the more recent Good Councillors' Guide of 2018 ("**2018 Guidance**") stated that "...no one councillor can act as the line manager of either the clerk or other employees." Cllr Cornell persisted and reiterated her desire for item 5 to remain on the agenda, via her email to the Claimant of 15th May 2020 (p.218). The Claimant resisted this in her response at 11:06 on the same day by pointing out that the item is at odds with the approved Terms of Reference of the Staffing Committee and the words used within the agenda item 'status of notes', 'support arrangements' and 'standard agenda items' were less clear.
111. Cllr Brentor responded to the Claimant at 13:00 on 15th May 2020 (p.217) by suggesting that as there was a debate to be had, this issue should be placed on the agenda for discussion at the meeting.
112. At 13:40, the Claimant sent an email to Cllrs Brentor, Cornell and Mace attaching the agenda and documentation and copied this email to Cllr Hall. She confirmed that she had copied in Cllr Hall because he was Chair of the Council for the month and had *ex-officio* rights as Chair to attend any sub-committee.
113. The Claimant responded to Cllr Brentor's email at 17:28 that day stating that she had already loaded the agenda to the website. She also stated that:

It is not my role to debate with councillors about an item to go on an agenda. As stated in the Council's standing orders a motion needs to be clear and my CommGov training has informed me that each item on an agenda needs to be a clear instruction to councillors on what they are required to do. I emailed you asking what you meant by 'frequency, status of notes, standard agenda items and support arrangements' because I didn't understand what was meant by those words and it is therefore likely that both councillors and members of the public reading the agenda would not understand what is meant by them either, particularly 'status of notes' and 'support arrangements'.

114. Cllr Cornell responded to the Claimant on 19th May 2020 (p. 214) in a lengthy email confirming that she had referred to 2013 Guidance because this was listed on NALC's website and was still being promoted. She confirmed that she had not seen the 2018 Guidance provided by the Claimant and would review the position. She responded to the Claimant's suggestion that Cllr Hall attend the meeting on 21st May 2020 by referring to the resolution passed on 20th April 2020 that the Staffing Committee would consist of no more and no less 3 councillors, which were Cllrs Brentor, Cornell and Mace. Whilst Cllr Cornell acknowledged that the Council's

standing orders permit the Chair of the Council to attend any sub-committee, she commented that herself, Cllrs Brentor and Mace felt that the recent resolution meant that the Chair should not attend the Staffing Committee meeting. As such, she requested that the meeting be cancelled.

115. The Claimant responded by email on 20th May 2020 (p.226) in a lengthy email rejecting Cllr Cornell's request to cancel the meeting on the basis that the meeting was legally convened, the agenda published on the Council's website, there was business to be transacted and the meeting should go ahead.
116. During this period, Cllr Brentor was herself liaising with Katie Fielding, County Secretary for WALC, via email to obtain advice on the correct position concerning the 2013 Guidance and the later 2018 Guidance.
117. On 20th May 2020, Ms Fielding responded to Cllr Brentor (p.223) confirming that there was ambiguity between the guides and no single councillor is a line manager of the clerk. However, she confirmed that it was common and legitimate practice for one member of the Staffing Committee to be nominated as the point of contact dealing with sickness and annual leave amongst other matters.
118. The meeting went ahead on 21st May 2020 and I accept the evidence of Cllrs Brentor and Cornell that this meeting was extremely awkward due to the background leading up to it.
119. It is clear from Ms Fielding's email that there is some ambiguity between the 2013 Guidance and 2018 Guidance. However, in her view, many council's adopted the position of having one councillor as a single liaison point for the Clerk, in much the same way that a Chief Executive may have the Chair of a board as a point of contact for day to day employment issues, such as approving holidays, notification of sickness etc. It seems to me that Cllrs Brentor, Cornell and Mace reasonably believed they were acting in accordance with the 2013 Guidance and were not aware of the 2018 Guidance until the Claimant made them aware of it in her email of 14th May 2020. Even then it is certainly debatable that what Cllr Cornell was suggesting was apparently common practice in other councils, as confirmed by Ms Fielding. Moreover, I do not consider that Cllr Cornell's request to cancel the Staffing Committee meeting because Cllr Hall may attend was unreasonable in the light of her understanding of the resolutions passed by the Council on 20th April 2020 that the Staffing Committee would consist of no more than and no less than 3 members.

Derogatory Comments

120. The Claimant produced an agenda in advance of a Council meeting arranged for 8th June 2020. Within this agenda it stated:

56.20 To resolve to note the Clerk's report providing information on recent issues, work completed and her concerns with regard to instructions from its members to call and then cancel a legally convened meeting of the Staffing Committee.

121. On 5th June 2020, the Claimant circulated the Clerk's report to all councillors in advance of the Council meeting on 8th June 2020. This report referred to issues

over the request to cancel the Staffing Committee meeting on 21st May 2020 and repeated her allegation that she had received an excessive number of emails from a particular councillor. She did not name the councillor.

122. At the meeting on 8th June 2020, Cllr Brentor read out a statement in the public section of the Council meeting setting out Cllrs Brentor, Cornell and Mace's version of events in response to the Clerk's report (p.256-258). This was a lengthy statement and started with Cllr Brentor recognising the disharmony between the Clerk and members of the Staffing Committee but suggesting that the Cllrs felt they needed to respond because the Clerk had chosen to make this disharmony public. Cllr Brentor stated:

It is also the case that the three of us on the Staffing Committee feel under pressure as it seems that we are constantly at risk of stepping on landmines. This strong sense of getting things wrong has made us extremely cautious, wanting to be sure, collectively, of our ground before doing anything that might create unnecessary upset.

[My underlining]

123. The Claimant did not respond to this statement at the meeting but did set out her concerns to the Cllrs in an email of 10th June 2020 (p.264) stating that she was "...shocked and appalled ..." and that she felt humiliated. She concluded that she would not be prepared to attend a meeting with Cllrs Brentor, Cornell and Mace without a representative being present.
124. Cllr Cornell responded to the Claimant's email on 12th June 2020 (p.273) setting out a detailed response to the Claimant's assertions, pointing out that she considered it was the Claimant that initially chose to place this matter in the public domain by setting out details in the agenda and questioned whether the Claimant was raising a grievance complaint. At this point the Claimant did not pursue a grievance complaint, although it was discovered that the Council did not have disciplinary or grievance policies in place. There followed several emails passing between the Claimant and Cllrs, where both sides set out their respective positions and how effectively they all felt offended by each other's actions.
125. The evidence from Cllrs Brentor, Cornell and Mace was that they felt that the Claimant had placed this topic into the public domain through the agenda for the meeting, which is publicly available on the Council's website, and also within the Clerk's report. It was conceded in cross examination that the latter was only sent to councillors and not to the public at large. At this point, they felt that they needed to respond to the allegations that the Claimant had put into the public arena. This included detailing how they felt when dealing with the Claimant, which was that they were at risk of stepping on landmines. By this, I have taken it that they were being extremely cautious in their communications with the Claimant at the risk of receiving unfavourable responses.
126. Cllr Brentor stated that all of the councillors would be aware that the Claimant's complaint of receiving excessive emails from one unnamed councillor was directed at her because of the issues arising between her and the Claimant. I consider that this is a reasonable assumption to make in the light of my previous findings of fact. I have found that there was no evidence before me that the Claimant made a complaint about the number of emails she received from Cllr Brentor after the

meeting on 20th April 2020 and in the light of that, I question what would be the motivation of the Claimant raising this issue when it appeared to have already been addressed at this point other than to publicise the issue.

127. Looking at all of this in the round, I consider that the Claimant was feeling threatened at this point because she was aware that Cllrs Brentor, Cornell and Mace had concerns about her behaviour in pushing for backdated LGPS payments on the basis that she had made such a request prior to November 2019. This was being investigated by the Staffing Committee. It does not appear coincidental to me that the Claimant raised several complaints about the behaviour of Cllr Brentor and others at a point in time when they were investigating the LGPS issue. The Claimant chose to place this in the public arena through the agenda and her report and, in my view, it is difficult to find fault in the Cllrs seeking the right to respond. Reviewed overall, I consider the full statement made by Cllr Brentor to be balanced in recognising some difficulties in the relationship and confirming the view of Cllrs Brentor, Cornell and Mace about their concerns when communicating with the Claimant. Whilst the Claimant takes issue with the wording “*constantly at risk of stepping on landmines...*” I consider that the following sentence, as set out above, fully explains and justifies why they felt that way.
128. Reviewing the emails contained within the trial bundle passing between the Cllrs and the Claimant, some of which have been set out in this judgment, I am satisfied that this was a reasonable view to hold. I do not consider that set in proper context the statement made by Cllr Brentor was unreasonable or improper.

Exclusion From Meetings

129. The Claimant complains that she was refused entry to a meeting where the Council was discussing matters pertinent to the report into LGPS matters. Clearly where matters relating to the Claimant’s employment were under discussion, the Claimant would be required to recognise and declare a conflict of interest. On the evidence available to me, it was a reasonable and proper course of action for the Respondent to require the Claimant to leave the meeting, if she was in attendance when that item arose, or not to attend the meeting.

Initial Report

130. Cllr Mace’s evidence was that members of the Staffing Committee worked on a formal written report in consultation with the Pension Regulator, LGPS, NEST and NALC to remedy any failure to comply with auto-enrolment rules and to investigate matters. A copy of this investigation report, which was referred to as an interim report, was sent to the Claimant by email from Cllr Cornell on 29th July 2020 (“the **Initial Report**”) and she was asked to raise any questions and to provide “*any evidenced additional information*” which she felt was relevant, by close of play on 12th August 2020 (p.277). It is also stated in the same email that:

...You are, of course, welcome to make any representations of your own in a separate document which you can circulate prior to decision making by the [Council] on this matter.

131. The Claimant responded to this email on 30th July 2020 (p.276) raising several points but, in particular, making a request for more time to respond. She referred to the fact that the Staffing Committee had taken 5 months to prepare the Initial Report and she was being given 6.5 working days to respond.
132. Cllr Cornell responded to the Claimant's email on 3rd August 2020 setting out the Staffing Committee's position that this was its report and it was not one that was jointly authored with the Claimant. The Claimant was being given the opportunity to review the Initial Report and provide any comments before it was finalised and issued to councillors. This email also stated that the Claimant had also had a similar amount of time to research the position and referred to the Claimant suggesting in earlier correspondence that she had instructed legal advisors. Her request for further time was declined.
133. On 18th August 2020, Cllr Cornell sent an email to various Cllrs and the Claimant attaching the final Initial Report (p.279, 280 - 315). The email confirms that:

...the Parish Council is not in compliance with the Pensions Act 2008 and this fact is now known by The Pensions Regulator. As this regulatory body has the power to fine employers for non-compliance the authors of the report have decided that all councillors need to be made fully aware, and without any further delay, of the findings of the report.

134. The email convened an Extraordinary General Meeting on 7th September 2020 for the Council to discuss and consider the Initial Report. The Claimant responded to Cllr Cornell's email on 20th August 2020 (p.316) requesting her to clarify whom she should send a grievance complaint to in relation to the Initial Report. Cllr Cornell responded on 21st August 2020 that the Claimant could send the letter to her. The Claimant did not raise a grievance complaint at this point, however.
135. There were various emails passing between the Claimant and Cllr Cornell between 21st August 2020 and 29th August 2020 where the Claimant raised issues with the Initial Report and the process adopted by the Council. These were responded to by Cllr Cornell and copied into the various councillors.
136. The Initial Report is a comprehensive document which had relevant input including from the Pensions Regulator. The main findings from the Initial Report were that:
- 136.1 the Council was in breach of its auto-enrolment obligations from 1st March 2016 because, whilst it enrolled with NEST, it did not register the Claimant as a qualifying employee. Therefore, the Claimant did not formally opt out of NEST;
- 136.2 the Pensions Regulator required pension contributions from the Council to be back-dated to the auto-enrolment date of 1st March 2016;
- 136.3 the Contract entitled the Claimant to join the LGPS from the date of a formal request to do so and she would be entered into LGPS from 1st April 2020;
- 136.4 in order to meet its legal obligations, the Council was required to backdate employer contributions to:

136.4.1 NEST from 1st March 2016 until 24th November 2019; and

136.4.2 LGPS from the date of the Claimant's formal request to join, 25th November 2019, until 31st March 2020.

137. The Initial Report set out several options "... *going beyond the legal minima...*" which included back-dating contributions to LGPS (which was more expensive) instead of NEST and using various starting points including 31st July 2014, the commencement date for the Contract, or 1st March 2016 the auto-enrolment date. There were options to pay just the employer contributions or to include the employee contributions, as these were matching contributions.

138. When discussing the various options, the Initial Report stated:

Since November last year the Clerk has made the point, on a number of occasions, to members of the Staffing Committee that [the Council], as an employer, has failed to meet its legal obligations and, by implication, all of the fault rests, collectively, with parish councillors.

However, the members of Staffing Committee question whether fault rests entirely with councillors and suggests that the Parish Council takes the following points into consideration when deciding on the options for going beyond the legal minimum.

- 1. The Clerk, as Proper Officer, is responsible for ensuring that the statutory and other provisions governing or affecting the running of the Council are observed. However, it is our understanding that the Clerk did not point out that, under the autoenrollment legislation, [the Council] should have enrolled qualifying employees in March 2016 and since; and*
- 2. The Clerk, as Responsible Finance Officer, is responsible for all financial records of the Council and the careful administration of its finances and, in this capacity, produces the draft annual budget every year. However, the draft budgets produced by the Clerk for the Council have never included sufficient provision for current and backdated pension contributions under auto enrolment, which would have enabled the Council to fulfil its legal obligations. This is the case whichever pension provider is used. A budget line for employer contributions was only included to meet contributions to NEST from the 2018/19 budget and no allowance was included to backdate contributions to 2016.*

139. The Claimant sent an email to the various councillors on 6th September 2020 (p.317) explaining that as she would be excluded from this meeting, she wished to provide them with some information. She alleged that she had not had the opportunity to respond to the Initial Report and stated that the Initial Report called into question her conduct and competence; omitted key information; contained inaccuracies and failed to mention the Council's breach of Contract. She continued that she had documentary evidence to refute questions raised by members as to her competence regarding budget provision and legal compliance; confirm that her request to join LGPS was made much earlier than November 2019 and raising potential issues of the independence of 2 members of the Staffing Committee.

140. The reason for the Claimant's exclusion from this meeting is that it was recognised that the Claimant had a conflict of interest because the subject matter under discussion related to her employment conditions.
141. Pausing here, this email confirms the Claimant's position at this time (and as repeated in her statement before the Tribunal) that she had documentary evidence to confirm that she made a request to join LGPS prior to November 2019. However, she accepted in cross-examination that the documents discussed at paragraphs 63 and 70 were not requests to join the LGPS. She also accepted that she had no other documentary evidence rely upon. I have found as fact above that she did not make any request to join LGPS prior to 25th November 2019.
142. The Council decided to comply with the options set out in paragraph 138.4 above but to include the employee contributions. It was not technically required to do this because the pension obligations require the employee to make a monthly contribution. This was to the Claimant's advantage.
143. On 8th September 2020, (p.326) Cllr Mace emailed the Claimant to provide her with draft minutes and to explain the decision reached. Within this email, he confirmed that the Council passed a resolution that requested the Claimant to provide any documentary evidence she wished to rely upon in response to the Initial Report by Monday 5th October 2020. The Claimant responded by email on 11th September 2020 (p.328) setting out some of her concerns in relation to the Initial Report. This was responded to by Cllr Cornell on 5th December 2020 (p.409) after dissemination of a further report, discussed below.
144. Cllr Cornell sent an email to the Claimant on 20th September 2020 (p.330) noting the Claimant's reference to feeling bullied and unhappiness with the way that the Council was working and suggested holding a meeting with the Claimant in an attempt to try and resolve matters to create a better working environment.
145. On 5th October 2020, the Claimant sent an email to all of the councillors attaching a statement in response to the Initial Report (p.332) the statement appeared at pages 332-354 of the Extracted Pages bundle ("the **Claimant Response**"). At paragraph six of this response, which was broadly consistent with the Claimant's case before the Tribunal, it stated:

After my [C]ontract was signed, in a discussion with Richard Ford I informed him that I wished to join the [LGPS].

146. Cllrs Brentor, Cornell and Mace, the Staffing Committee, reviewed the Claimant's Response and prepared a further report, dated December 2020 ("the **Second Report**") responding to the points the Claimant had raised. The Second Report was shared with the Claimant and other councillors by email of 4th December 2020 from Cllr Cornell (p.377). The Second Report (p.378 – 408) is a further comprehensive report providing a detailed rebuttal of the Claimant's Response and confirms that the Staffing Committee stand by the conclusions made in the Initial Report. Of particular note was an interview carried out with Cllr Ford where he refuted the Claimant's assertion mentioned above and provided a statement to that effect (p.391). I have already made a finding of fact above that the Claimant did not have such a discussion with Cllr Ford and that I prefer his evidence on this point for the reasons already given.

147. A Council meeting took place on 14th December 2020 to consider the pension issue. This included a consideration of various documents including the Initial Report, the Claimant's Response and the Second Report. Immediately prior to the discussion, the Clerk was asked whether she wished to make any comments about this issue. She declined and then left the meeting (it being recognised as a conflict of interest for her to remain). The Council considered that the Claimant was not legally entitled to backdated LGPS payments before November 2019. During discussions (as set out in the minutes, p. 358 – 359 and 447-448) several councillors, including Cllrs Brentor, Cornell and Mace, raised concerns about the accuracy of the Claimant's assertions within the Claimant's Response and otherwise through the investigation and questioned whether her behaviour may have fallen short of the high standards of probity expected of a Clerk. Consequently, the Council decided to authorise the Staffing Committee to request South West Councils ("**SWC**") to conduct an initial, independent review of the situation and to consider whether a formal disciplinary investigation was required.
148. SWC was duly instructed and Mr Ian Morgan, SWC's Head of HR Services, completed a report in January 2021 (p.457 - 462) ("the **SWC Report**"). The SWC Report concluded that it was a complicated situation and there was no guarantee that initiating a disciplinary investigation would lead to dismissal. If the outcome led to:

... action short of dismissal [it] will exacerbate an already dysfunctional working relationship with the Clerk which will continue to affect the smooth running of the Council. In light of all of the above, DPC may be better served in attempting to repair this relationship or ultimately terminating the Clerk's employment due to a fundamental breakdown in the working relationship if efforts in this regard are unfortunately unsuccessful.

149. It recommended that the Council:

...seek to address its concerns as part of a broader attempt to repair the damaged working relationship with the Clerk as opposed to pursuing a formal disciplinary investigation.

Staffing Committee Saying 'Relationship Not Working'

150. The Claimant commenced a period of sickness absence from 17th December 2020 until 2nd February 2021 because of work related stress.
151. During this period there were a significant amount of emails passing between the Claimant and Cllr Cornell dealing with the Claimant's return to work, especially between 30th January and 5th February 2021. In an email from Cllr Cornell to the Claimant dated 5th February 2021, it stated:

We are not prepared to engage in a never-ending ping pong of email exchanges, such as the one regarding the Return-to-Work meeting. The current situation is not working for the members of the Staffing Committee or for the Parish Council and, we might reasonably guess, it isn't working for you either.

[My underlining]

152. Although it was not explicit within the Claimant's evidence, this appears to be the evidence relied upon to form the evidential basis for Allegation 8. It is clear that the statement made in the email was sent to the Claimant, which was also copied into Cllrs Brentor and Mace, of the Staffing Committee.

153. The Claimant responded to Cllr Cornell in an email dated 8th February 2021 (p.481) stating:

I'm glad you agree that operating solely by continuous email doesn't work for you, the staffing committee or parish council. As you know from the concerns I raised about a high volume of 'internal' emails last March, it doesn't work for me either. I have at times felt overwhelmed by 'internal' emails needing lengthy and detailed responses by a deadline, when a short chat could have sufficed. These have added to my workload and my timesheet. However, it was your choice, not mine, to not talk to me for the whole of 2020 except at meetings and this is continuing into 2021. You did agree publicly last June that this would change but it didn't.

[My underlining]

154. This response confirms that the Claimant understood the statement from Cllr Cornell to relate to the passing back and forth between them. Rather than taking issue with Cllr Cornell's statement at the time, the Claimant actually agreed with it. Indeed, it was part of her case that she objected to the Cllrs sending her emails and not speaking with her by telephone. I find as a fact that the Claimant agreed with this statement.

Complaint Against Cllr Brentor

155. On 26th January 2021, the Claimant sent an email to Cllr Cornell (p.470) raising concerns that two councillors had made false and misleading statements in public about her, at a Council meeting which took place on 25th January 2021. No further details were provided in the email and Cllr Cornell responded asking for details. The Claimant produced a transcript of the meeting (p.469) and referred to statements made by Cllr Brentor. The Claimant articulated her complaint in a formal complaint she raised with WCC on 13th February 2021 (p.494 – 501) about the behaviour of Cllr Brentor. Her complaint was that Cllr Brentor had stated in a Council meeting that the Claimant had provided advice to Cllr Brentor which the Claimant denied and alleged that in fact she had provided advice to the contrary of that suggested by Cllr Brentor. She also denied that she had said words to the effect that "... *the idea of competition might put rates up*".

156. Cllr Brentor provided a response to the complaint denying the allegations that she had deliberately made false and misleading statements. WCC reviewed the complaint and concluded that no further action would be taken because it determined that Cllr Brentor:

...had offered a reasonable explanation that she had misunderstood the advice received, and had offered to make a public apology to clarify that she had been mistaken as to the [Claimant's] intended advice...

157. Cllr Brentor made a statement at a Council Meeting on 26th April 2021 (p.608) in relation to this matter, which included the following:

I want to publicly say that I now understand that [the Claimant] intended a different meaning and that her advice was misunderstood by me. I accidentally misrepresented her advice without any intention of insulting or disparaging her.

158. Whilst it could be argued that the words “apology” or “sorry” do not feature within the statement, the uncontested evidence from Cllr Brentor was that the complete statement was published on the Council’s website and was provided to WCC’s Monitoring Officer, who confirmed to Cllr Brentor that this was sufficient.

159. Unfortunately, WCC’s Monitoring Officer did not send a copy of the Decision Report to the Claimant until several months later, on 11th November 2021. The Claimant placed this as an item for consideration at a Council Meeting on 13th December 2021, where Cllr Brentor made a further statement (p.731) which included:

This item relates to complaint that I breached the Council’s Code of Conduct. The outcome of the meeting of the Assessments Standards Sub-Committee of Wiltshire Council was that they did not consider it to be in the public interest to investigate this complaint and that further action should be taken. This means they consider that they did NOT consider that I breached the Code of Conduct.

I also have written confirmation from the office of the monitoring officer that my public statement made in April and displayed the Council's website fulfils the requirements of the sub committee's decision that I make clear that I misinterpreted the Clerk's email.

I would also like to that I am sorry that this process has caused distress to our Clerk due to a genuine misinterpretation on my part. I too have suffered considerable distress.

Grievance Complaint/IDR Process

160. On 15th February 2021, the Claimant raised a grievance complaint for breach of contract (p.502 – 503).

I am writing on the advice of my employment lawyer (from Penningtons, Manches, Cooper LLP) and my Union Representative of ALCC to formally raise a grievance regarding this Council's breaching of my employment contract and failure to comply with its legal and contractual obligations to join me to the Local Government Pension Scheme, both when requested in November 2015 and when legally required in March 2016, and for nonpayment of my pension contributions to that Scheme between November 2015 and March 2020.

161. Cllr Cornell acknowledged receipt of this complaint by letter dated 22nd February 2021 (p.536) and confirmed that the Council had been advised that:

the most appropriate process is that the Wiltshire LGPS internal dispute resolution... You will see that once you have made application, they your employer will be required to appoint an investigator to research the grounds for your dispute and this will be a person qualified in the specialist area of pension law. This process appears to be the most appropriate for consideration of your grievance.

162. A meeting was arranged for 1st March 2021. The Claimant responded by email querying the internal dispute resolution (“the **IDR Process**”) which in turn was responded by Cllr Cornell on 24th February 2021 (p.560). In this correspondence, Cllr Cornell explained that the Council had taken advice from Wiltshire LGPS and reiterated its position that the IDR Process was the appropriate process and the Claimant would need to trigger this process. She cancelled the meeting arranged for 1st March 2021.
163. The Claimant’s union representative, Mr Thatcher, sent an email to Cllr Cornell on 1st March 2021 (p.563) arguing that the Claimant’s complaint was not about the backdating of her pension, but was about the Council’s breach of contract. He felt that the Council should deal with her complaint under the grievance procedure.
164. Cllr Cornell responded to this email on 8th March 2021 confirming that the Council had taken further advice and reiterated its view that the IDR Process was the correct process. In this email she explained that a thorough investigation had already taken place and the full Council had made a decision. It was that decision that the Claimant was complaining about. Therefore, the Council was treating the Claimant’s complaint as a grievance appeal. Cllr Cornell’s suggestion was that the IDR Process be utilised ensured that an investigation would be completed by an independent person and the Council would abide by that decision.
165. Mr Thatcher responded by email of 8th March 2021 reiterating the position that the Claimant’s complaint should be addressed through the grievance process. Cllr Cornell responded in a lengthy email setting out in some detail why the Council felt that the IDR Process was appropriate but offering a meeting to agree a constructive way forward.
166. Mr Thatcher continued to contest that the matter should be addressed via the grievance process whilst the Council maintained that the IDR Process was the appropriate procedure.
167. On 2nd August 2021 the Claimant wrote to Cllr Brentor confirming that she was:
- ...currently pursuing all procedural, regulatory and legal means to seek redress for the matters relation to [her] pension and the Council and this include the IDR [Process].*
168. This was followed by a letter on 3rd August 2021 (p.638) from CLR Law, representing the Claimant, confirming that the Claimant had agreed to follow the IDR Process and would also lodge a complaint with the Pensions Ombudsman. The Claimant made an application in accordance with the IDR Process. An external company, called Muse Advisory investigated matters and on 5th November 2021 sent its report (p.705-709) to the Claimant determining that

In the absence of conclusive evidence to support your claim that you requested to the [LGPS] in November 2015, and that backdated payments from 2015, or at least from the [Council’s] staging date for automatic enrolment in 2016, should therefore be made to the [LGPS] rather than NEST by your employer, I am unable to uphold your complaint...

169. It was noted at a Council meeting on 8th November 2021 that the IDR Process did not uphold the Claimant's complaint. After this meeting, the Claimant attempted to engage Cllr Brentor in a discussion about the IDR Process outcome. Cllr Brentor felt that Claimant's behaviour was unprofessional and inappropriate and would seek advice about how to address this. She recorded this in an email to the Claimant later that evening. The Claimant responded to this email by apologising for her behaviour and explaining that she had been assisting a neighbour, who had been suffering from ill-health, and she was emotionally and physically drained. Cllr Brentor accepted the apology and confirmed that she would not take the matter further.

Way Forward Report

170. Cllrs Cornell and Brentor met with the Claimant and Mr Thatcher on 9th February 2021 to discuss the Claimant's return to work and the way forward. Notes of this meeting appeared in the bundle which included a document that contained the Claimant's amendments to these notes (p.490). At this meeting, the Cllrs referred to the SW Report and confirmed their preference not to proceed with a disciplinary investigation, but to commission an independent investigation to address working relationships. This was taken forward at a meeting of the Council on 15th February 2021 (p.517) where it resolved to commission SWC to investigate concerns raised by both the Claimant and Cllrs about the working relationship and a way forward.

171. Interviews were conducted with various individuals including the Claimant and Cllrs Brentor, Cornell and Mace from June 2021 onwards and a report was completed in March 2022, by Mr Ian Mosley (p.779 – 910) (“the **Way Forward Report**”). Cllrs Brentor and Mace gave evidence stating that they wanted to explain the full background of events and provide their honest view of matters. In particular, the Claimant alleged (Allegation 11) that Cllr Mace made some unvarnished remarks about the Claimant including that she “... *tends to distort reality and tells lies to the extreme.*” It was common ground that Cllr Mace made these remarks. His evidence was that he did so during an interview with Mr Mosley and was under the impression that the discussion was confidential. Cllr Mace wanted to be honest in order that Mr Mosley would understand the reasons for the difficult relationships with the Claimant, as part of the Way Forward Report. Cllr Mace's evidence was that he expected Mr Mosley to paraphrase the remarks before releasing his report. He had not expected that the Claimant would receive a copy of the notes of the interview in their entirety. As such, any blame for releasing the information to the Claimant does not rest with Cllr Mace or the Council, who did not release the information to the Claimant, but with SWC when it released the information to the Claimant in May 2022.

172. The Way Forward Report drew several conclusions including:

172.1 the working relationship between the Claimant and Cllr Brentor, Cornell and Mace had broken down and there was a mutual loss of trust and confidence.

172.2 it was difficult to see a way forward, given the circumstances and the ongoing dispute between the Claimant and the Council particularly in relation to the LGPS issues.

172.3 the working relationship between the Chair, Vice-Chair and the Claimant was very seriously damaged and possibly irretrievably broken down.

172.4 this distracted others from the day-to-day work of the Council.

173. The Way Forward Report recommended that the panel consider whether there was any basis for the working relationship to be rebuilt, including external mediation. If the panel concluded that the working relationship was irretrievably broken down, it should look to secure a mutually agreed resolution or potentially terminating the Claimant's employment on the basis of an irretrievable breakdown in relationships.

174. On 9th May 2022, Cllr Stuart Carter was appointed to the Council. On 23rd May 2022, Cllr Carter was appointed to a panel, along with two others, Cllrs Stephanie Jalland and Gareth Watts, to review the Way Forward Report and to consider whether working relationships could be repaired. The panel conducted interviews on 31st May 2022 and notes of those interviews were set out in the trial bundle. They met with Cllrs Brentor, Cornell, Mace and the Claimant. The Claimant produced her own statement (p.938 – 954). The panel concluded that:

the working relationship is seriously fractured. Although the Panel has serious doubts that the relationship can be effectively repaired, we recognise the experience and commitment to the Council of those involved and noted that mutual respect still exists and have taken this into account along with your and the other protagonists' assertions that you believe that it may be possible to continue to work effectively together.

175. It made a series of recommendations to support the rebuilding of relationships.

176. The Claimant applied for, was offered and accepted a position as Clerk at Tisbury Parish Council just prior to 27th June 2022.

177. On 27th June 2022, the Claimant tendered her resignation with her last day of employment being 16th September 2022 (p.963 – 965). This letter contained many of the complaints she raised within the Claim Form.

CONCLUSIONS

Breach of Contract

178. The Tribunal has a power in accordance with Section 3 of the Employment Tribunals Act 1996 and the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 to determine a contractual claim where the claim arises out of, or is outstanding on the termination of the employee's employment.

179. The clause relied upon by the Claimant is set out in paragraph 33 of this judgment. I have made a finding of fact that the Claimant did not make any request to join the LGPS until a meeting on 25th November 2019. However, the question is whether the Claimant had an unfettered entitlement to join LGPS under the Contract i.e. that was triggered automatically as the Claimant asserts, or whether she needed to make

the Council aware that she wished to exercise her rights under the Contract, as the Council asserts.

180. The relevant wording from the clause in the Contract states: “...operates a contributory pension scheme which you are entitled to join. You have been provided with details in the booklet provided.” To my mind, this wording simply confirms an entitlement to join the LGPS with the details provided in the accompanying booklet; it does provide an unfettered or automatic right to join without some further action. Drawing an analogy with wording often seen in employment contracts for other benefits, such as company cars, the wording will often confirm an employee’s entitlement to be provided with a company car, but the employee is required to confirm they wish to exercise that right and then select which car.
181. I am further convinced of this by the fact that the Claimant’s position with the Council was as RFO. It was her responsibility to ensure that the Council complied with its obligations. The onus was upon her to provide the Council with the relevant information in order to allow the Council to comply with its obligations. One of these obligations, which was fundamental for the purposes of LGPS governance, was for the Council to pass a resolution confirming it wished to join the LGPS and provide membership benefits. The Claimant took no steps to ensure this happened until after November 2019. Therefore, I have concluded that the Council did not breach the Contract at any point prior to November 2019 in respect of LGPS.

Constructive Dismissal

182. The Claimant relies upon 14 separate allegations as set out above. The Tribunal has to consider those allegations, both individually and cumulatively, to determine in accordance with the well-known authorities of **Western Excavating (ECC) Ltd v Sharp [1978] ICR 221** and **Kaur v Leeds Teaching Hospitals NHS Trust [2018] EWCA Civ 978**) whether the Respondent committed a repudiatory breach or breaches of the implied term of trust and confidence?
183. This breaks down into whether the Respondent behaved in a way that was calculated or likely to destroy or seriously damage the trust and confidence between the Claimant and the Respondent either as a one-off act or part of a course of conduct, which may be a breach when viewed cumulatively; and whether the Respondent had reasonable and proper cause for doing so. The burden of proof falls upon the Claimant to establish a repudiatory (or fundamental) breach of contract. If I consider that there has been a repudiatory breach, I will then consider the remaining issues as set out above, including whether the Claimant delay or waived her right and whether she resigned due to the alleged breach or for some other reason.

Allegation 1 – being subjected to 3 investigations

184. From the findings of fact, it is clear that the Claimant participated in several investigations including the Initial Report, the Second Report, the SWC Report, the IDR Process, the Way Forward Report and the Cllr Carter’s report. However, that in and of itself cannot amount to a repudiatory breach of contract without more. Adjusting the allegation to fit the actual evidence, the Claimant’s case was that she was unjustifiably subjected to these investigations.

185. The Initial Report and the Second Report arose out of the Claimant's complaint that she was entitled to backdated LGPS service prior to November 2019, when the Council received her request to join the LGPS. Initially the Council was prepared to consider backdating when it believed the amounts to do so were less than £10,000. This position changed when it became apparent that the amount would be in the region of £25,000. This was the catalyst for the Initial Report. In response, the Claimant suggested she had further information and was required to provide that information by 5th October 2020, as contained in the Claimant's Response. This was considered and led to the Second Report. From this point, Cllrs Brentor, Cornell and Mace had some concerns about the Claimant's actions in attempting to secure backdated benefits based on inaccurate information that she was providing. This eventually led to the SW Report, IDR Process, the Way Forward Report and Cllr Carter's report.
186. I consider that the Council had reasonable and proper cause for commencing the investigations into the LGPS issue and the various other reports that followed. These were justified as the Council was required to investigate the LGPS position and determine the Claimant's complaints. From the evidence provided to me and through my findings of facts, I consider that there were grounds for querying the accuracy of the information provided by the Claimant and it was appropriate to investigate those concerns, especially in the light of the Claimant's role and the considerable trust that must be placed in a Clerk to a parish council. It follows that I do not consider that these actions amount to a repudiatory breach of the implied term of trust and confidence.

Allegation 2 – creating a hostile and unsupportive culture

187. I confirm that I have considered the issues raised in the Annex, as relating to this allegation and also allegations 7, 12 and 13.
188. From my findings of fact, I consider that there were issues within the working relationships between the Claimant and Cllrs Brentor, Cornell and Mace. This was clearly difficult for all parties, but I consider that the Claimant was at least equally culpable for this state of affairs as the Cllrs, possibly more so. The initial email to Cllr Mace in 2013 is evidence of some hostility, or at least ill-feeling, being shown by the Claimant to Cllr Mace at the outset of his journey as a councillor. There are numerous emails referenced in this judgment and in the trial bundle that demonstrate that the Claimant was an active participant in this situation and not simply an innocent recipient.
189. Whilst it was not put forward in evidence by the Claimant that these emails were a form of defence to the behaviours she was experiencing from Cllrs Brentor, Cornell and Mace, I would not have been satisfied even if she had done so. From the evidence before me and upon my observations of the Claimant giving evidence, she is clearly a resilient and robust individual who can and does stand her ground on issues. She indicated she was going to raise grievance complaints several times before she eventually did so and had advice from at least two separate legal advisors, as set out above. Looking at the picture overall, I do not consider that the Respondent created a hostile and unsupportive culture. A relatively hostile environment may have arisen but this was as a consequence of the Claimant's

actions and the Council's response to them. Moreover, when the Claimant raised issues over her workload, these were considered by the Respondent which eventually led to it appointing another employee to support the Clerk. I do not consider this evidence an unsupportive culture and do not consider that this amounts to a repudiatory breach of contract.

Allegation 3 – subjected the Claimant to 4 processes of mediation

190. The Claimant withdrew this allegation at the commencement of the hearing.

Allegation 4 – threatening the Claimant for the third time with dismissal at the end of the mediation process and Allegation 5 – where the Claimant was required to work under continuous threat of being sacked for over 2 years

191. From the evidence and the submissions, it was difficult to understand which evidence the Claimant led to support this allegation, especially in the light of her withdrawing allegation 3. I have taken it that this relates to the options referred to in the SWC Report, the Way Forward Report and then Cllr Carter's report. I had not understood these processes to be mediation.

192. This allegation closely relates to Allegation 5 – where the Claimant was required to work under continuous threat of being sacked for over 2 years. I will consider both of these allegations together.

193. The SWC Report, the Way Forward and Cllr Carter's investigations were tasked with considering whether the working relationships between the Claimant and the various councillors had broken down. The SWC Report concluded that whilst there were grounds for commencing a disciplinary investigation, this may not lead to the Claimant's dismissal and may cause further rupture to the working relationships. To my mind, this was a justifiable response. There was evidence that the Claimant was claiming for backdated LGPS benefits in circumstances when she either knew, or should have at least appreciated, that the evidence to support her assertion was possibly not accurate and was otherwise weak. However, the SWC Report did not suggest terminating the Claimant's employment, it suggested practical steps to remedy the situation. This was followed by the Council and it does not evidence an intention not to be bound by the Contract. This demonstrates an approach to try and repair the employment relationship to allow it to continue, the opposite of a repudiatory breach of the implied term and confidence.

194. The Way Forward Report and Cllr Carter's report both put forward steps to attempt to rectify the position, or to deal with the issue of a breakdown in relationships effectively. I consider that the recommendations as set out in the Way Forward Report are reasonable. It was recognised by all parties that the relationships had broken down and by Mr Mosley that this was impeding the day to day work of the Council and distracted some councillors. Neither of these issues are controversial between the parties – they had all mentioned these in one form or another within their emails to each other. This being the case, there were only three options available; continue with matters as they are; attempt to repair the relationships or address the issue possibly through an agreed termination of the Claimant's employment or to dismiss on the basis of an irretrievable breakdown in relations.

Simply raising the latter options is not sufficient to amount to a repudiatory breach of contract because there is no suggestion that the Contract would be broken. It is possible to agree variations or terminations and there was no suggestion that dismissing the Claimant on the grounds of an irretrievable breakdown would not be done in accordance with the contractual terms or otherwise in breach of Section 98 of the ERA.

195. I do not consider that these allegations alone or taken together amount to a repudiatory breach of contract.

Allegation 6 – Chair of the Council and the Chair of the Staffing Committee not communicating with the Claimant otherwise than by email for more than 2 years

196. The actual evidence placed before the Tribunal did not support this allegation on a strict reading of it. The Chair of the Council changed on a monthly basis with Cllr Hall holding the position in May 2020 and possibly at other points. There was no suggestion that Cllr Hall did not speak with the Claimant other than through emails. The Chair of the Staffing Committee also changed within the period of 2 years prior to the Claimant's resignation, being held by Cllrs Brentor and Cornell. Moreover, it was accepted that Cllr Brentor, Cornell and Mace spoke with the Claimant during meetings, whether Council meetings, supervision meetings or appraisals.

197. The evidence from the Claimant and Cllrs Brentor, Cornell and Mace all supported the fact that Cllrs Brentor, Cornell and Mace found discussions with the Claimant difficult. These difficulties have been set out above and they preferred email as the primary form of communication to avoid misunderstandings and to have a clear record of what was said. Bearing in mind the initial issue with the LGPS entitlement arose in November 2019 and related to contested discussions, I consider that the Cllrs had a reasonable and proper explanation for preferring email communication.

198. I find that the allegation is not proven based on the evidence before me but even if there evidence was there, I consider that there was justification for this action and this does not amount to a repudiatory breach of contract.

Allegation 7 – making the Claimant feeling ostracised and unsupported

199. I confirm that I have considered the issues raised in the Annex, as relating to this allegation and also allegations 2, 12 and 13.
200. For the reasons provided above in relation to my findings in response to Allegations 2 and 6, I do not consider that the Council, through its action made the Claimant feel ostracised and unsupported. I consider that the Claimant was at least equally culpable for this state of affairs and, for the reasons already provided, do not consider that the Claimant was unsupported.

201. It follows that I do not consider that this amounts to a repudiatory breach of contract.

Allegation 8 – being told by the Staffing Committee that the relationship is not working

202. This allegation appeared to relate to the email sent by Cllr Cornell to the Claimant on 5th February 2021 (referred to in paragraph 153 above). From the findings of

fact, the Claimant responded confirming her agreement (see paragraph 155). This being the case, it is difficult to see on the Claimant's own case how she can rely upon this statement as amounting to a repudiatory breach of the implied term of trust and confidence when upon her own evidence, she agrees with it.

203. Whilst not clear from her witness statement, if the Claimant was attempting to rely upon the broader background facts that the relationship was not working, again it is difficult to see how she can rely upon this, when she also accepts in response to the Way Forward Report and Cllr Carter's position that the working relationships had broken down. In short, the Claimant appears to be criticising the Staffing Committee for telling her that their relationship is not working when the Claimant herself agrees that is the position.
204. The evidence does not support the allegation being raised but even if it did, the evidence was strong that there were significant issues within the working relationships between the Claimant and Cllrs Brentor, Cornell and Mace, who at the material time formed the Staffing Committee. A statement accurately reflecting the state of affairs cannot, in my opinion, amount to a repudiatory breach of contract.

Allegation 9 – refusing to hold a grievance on the pension issue

205. This allegation concerns the Council's response to the Claimant's grievance issued on 15th February 2021. The Council considered that the Claimant's complaint was effectively an appeal from the decision of the Council not to backdate her LGPS service prior to November 2019. The Council took the view that the appropriate process would be to utilise the IDR Process by having an independent expert to review matters and make a determination. The Claimant asserted that the Council's refusal to manage her complaint through its grievance process was a repudiatory breach.
206. There was no evidence before me that the grievance procedure was contractual in nature. It was referred to in the Contract but this is a requirement of Section 1 of the ERA and does not mean that by simple reference to a procedure within a contract it is contractual in nature. I consider that there was no contractual right for the Claimant to have her grievance complaint dealt with in accordance with the Council's grievance procedure.
207. The Council was in a difficult position because the Staffing Committee had investigated the LGPS issues and produced the Initial Report. This was provided to the Claimant and she responded through the Claimant's Response. This led to further investigations by the Staffing Committee leading to the Second Report. At this point, only the Staffing Committee were aware of the issues in detail. However, in order to determine the issue, the matter came before the full Council, meaning that all of the councillors had read the various documents, formed a view on the matter and then passed a resolution. If the Council had simply acceded to the Claimant's request to hold a grievance, it is difficult to see how the outcome would have been any different because at least some of the individuals who had passed the original resolution would have to determine the grievance.

208. The IDR Process suggested by the Council required matters to be determined by an independent expert. Whilst the Claimant felt that matters should have been progressed through the grievance procedure, in this situation and faced with these facts, I consider that the Council's response was reasonable and proper. I do not consider that refusing to manage the Claimant's grievance complaint through the Council's grievance procedure in circumstances where all of the councillors had made a prior determination and where it was suggesting the IDR Process was a repudiatory breach of contract.

Allegation 10 – refusal to allow the Claimant to present evidence concerning the internal investigation

209. The Claimant asserted that she was instructed that she could not discuss matters relating to the LGPS issue during the investigation for the SWC Report, the Way Forward Report and Cllr Carter's report. When she was provided with the full information (prior to her resignation) she was aware that the Cllrs had referred to the LGPS issue. She considered it was a breach of fairness in not permitting her to lead any evidence on this point for the purposes of those investigations.

210. I should add that during her evidence, the Claimant seemed to suggest that she had not had any opportunity to provide evidence during the investigation leading to the Initial Report. From my findings above, I do not consider that is accurate. The Claimant was given the opportunity to provide evidence in July 2020, prior to the presentation of the Initial Report to the Council. She was also provided with the opportunity to respond to that report, which she availed herself of, through the presentation of the Claimant's Response.

211. The Claimant was also given the opportunity to provide evidence to the independent expert through the IDR Process.

212. The focus of the SWC Report, the Way Forward Report and Cllr Carter's report was to look at whether there had been a breakdown in relationships and if so, how to take matters forward. It was not determining the LGPS issue. This was made clear in the various terms of reference and emails to the parties.

213. Having reviewed the documentation collated during the investigations for these reports, I consider that the LGPS issue was raised by Cllrs to explain the catalyst for the most recent strains in relationships and to evidence their statements about concerns over the Claimant's integrity. I do not consider that the Claimant was prevented from raising such issues but that this was not the focus of the investigations. The Initial Report, the Second Report and the IDR Process had already addressed that issue. From the evidence before me and the circumstances I have found, I do not consider that this amounts to a repudiatory breach of the implied term of trust and confidence.

Allegation 11 – said by one councillor to "lie in the extreme"

Allegation 12 – made generally defamatory comments about the Claimant

Allegation 13 – caused serious reputational damage within the investigation

214. Allegation 11 was contained within the Claimant's witness statement and responded to by Cllrs Brentor, Cornell and Mace. Various other statements which appeared in the Claimant's counsel's closing submissions (which is set out in the Annex) were not formally led in evidence in the Claimant's witness statements and relate to Allegations 12 and 13.
215. However, I have reviewed those comments as and agree that the various comments appear within the various investigation documentation set out in the Annex. There was no dispute that Cllrs Brentor, Cornell and Mace had made the comments as they were recorded in the various documents which appeared in the trial bundle.
216. The explanation for these comments was that the investigations were specifically focused upon the working relationships between the Claimant and Cllrs Brentor, Cornell and Mace. Cllr Mace believed that the discussion was confidential and that he felt compelled to provide an unvarnished version of events so that the investigator could understand the strength of feeling and how the strain in relations had occurred. Cllr Mace expected these comments to be refined and his expectation was that the Claimant would not see the full unredacted statement. The Claimant was provided with the Way Forward Report in May 2022 by Mr Mosley.
217. On the face of it, a councillor making such remarks could have the result of undermining a Clerk. However, in this case, I consider that Cllr Mace had genuine and justifiable reasons for making such remarks because these were his genuinely held views of how and why his working relationship with the Claimant became strained. These remarks were not made in an open Council meeting or to the public at large, but to an investigator specifically instructed to look at the working relationships. In these circumstances, I consider that there was a reasonable and proper cause for Cllr Mace's actions.
218. In respect of the broader comments set out in the Annex, Allegations 12 and 13, I note that many of these allegations were not put to the various councillors but even so, these are set within the same contextual circumstances as Cllr Mace's comments. It follows that in such circumstances, I would not consider that such comments would amount to a repudiatory breach of contract.

Allegation 14 – decision of the panel to have mediation with 2 people who had bullied and humiliated her for last few years and if relationship did not improve, she could lose her job

219. This relates to Cllr Carter's report where he considered that mediation between the Claimant and the Staffing Committee should be considered. If this failed, then other options such as a mutually agreed termination of employment or dismissal based on an irretrievable breakdown in relations may be considered.
220. From my findings of fact, I did not accept that the Claimant was bullied or humiliated. I considered that she was equally culpable for this state of affairs existing. She chose to place certain matters in the public arena and Cllr Brentor responded. I also found that Cllr Brentor could have taken action in relation to the Claimant's outburst to her at the end of the meeting on 9th November 2022, but Cllr Brentor decided not to take matters forward. I do not consider these are the actions of an employer attempting to remove an employee from its employment.

221. I have also confirmed that, in my view, it does not amount to a repudiatory breach of contract if an employer is faced with a breakdown in working relations between it and a key employee, that it reviews its options and considers that one may be two terminate the employment relationship unless it is clear that it would be doing so in breach of the employment contract. Here there was no suggestion that the Council had adopted this course of action, nor that it would act in breach of contract in doing so by not providing lawful notice.
222. In such circumstances, I do not consider that a recommendation in an internal report, which recognised (and which the Claimant agreed) that there was a breakdown in working relations, that consideration be given to mediation and if that fails possible termination of the employment, to amount to a repudiatory breach of contract.

Cumulative Breach

223. Having determined that none of the allegations raised amount to a repudiatory breach of contract in themselves, I have then considered whether taken cumulatively all of the allegations could amount to a repudiatory breach of contract. As I have found above, I consider that the Claimant is equally culpable for this state of affairs and I do not consider that even if all of the allegations are taken cumulatively that they amount to a repudiatory breach of contract.

Reasons For Resignation

224. I have set out my findings above in relation to all the allegations. However, even if I am wrong in relation to any of those allegations, I have then considered whether the allegations were the reason for the Claimant resignation. Based on the evidence before me, I consider that the reason the Claimant resigned when she did was because she had secured alternative employment with another parish council. She was offered and accepted this role prior to her resignation, and it was clearly the motivating factor for her to resign.
225. It can, of course, be said that if someone is offered a new position elsewhere, this may be one of several factors taken into consideration when deciding to resign. I have asked myself what I believe would have happened if the Claimant was not offered a new role elsewhere and I have concluded that she would, more likely than not, have remained in employment with the Respondent. This may have included mediation or discussions or actions around the termination of the Claimant's employment. Therefore, I have concluded that the alleged breaches of contract were not the reason for her dismissal. She wanted to accept new employment elsewhere.

Determination

226. The Claimant's claims of breach of contract and constructive unfair dismissal fail.

Employment Judge Lambert
Date: 20 March 2025

JUDGMENT SENT TO THE PARTIES ON
4 April 2025

Jade Lobb
FOR THE TRIBUNAL OFFICE

ANNEX

EVENTS (HOSTILE AND UNSUPPORTIVE / OSTRACISING)

NUMBER	DATE	EVENT	REFERENCE
1.		Cllr Brentor wrote the Terms of Reference for a Finance Committee which the Claimant had asked the Council to set up and received approval to do so. They were only shared with the Claimant on the day of the meeting.	151
2.	September 2019	Staffing Committee would not conduct appraisal in March 2021 on the Clerk's revised role but on her former role up to March 2020.	186
3.	March 2020	Claimant raised that Cllr Brentor was sending excessive emails (600 in a year)	250
4.		Staffing Committee – would not undertake appraisal in around March due to the Claimant raising the pensions issue	186
5.	March 2020	Cllr Mace proposed at a meeting without warning that membership of the Staffing Committee be limited to 3 to include Cllr Mace and Cllr Brentor, and then proposed they investigate the pension complain	176-177
6.	March 2020	Claimant raised that Cllr Brentor was sending excessive emails.	250
7.	5 June 2020	Pension investigation did not seek Claimant's input during investigation except for two pieces of information.	
8.	March 2020	Pension investigation report 1. Communications from Cllr Mace and Cllr Brentor to NALC	280-315
9.	August 2020	Pension investigation second report. No prior warning the Claimant could make a statement at the meeting.	454
10.	March to December 2020	Staffing Committee Meeting - refusal to allow Parish Council Chair to attend.	
11.	March to December 2020	Cllr Mace proposed without warning that membership of the Staffing Committee be limited to 3 including Cllr Mace and Brentor, then proposed to investigate the pension complaint.	191
12.	March to December 2020	Cllrs Cornell, Brentor and Mace read out a public statement re the Claimant. The following day an email was circulated 'people will now see why we said that we feel we are treading on landmines.'	259
13.	March to December 2020	Staffing Committee told Cllrs that they could not talk to the Claimant about her pension report as it was being dealt with by the Staffing Committee.	355-356

14.	April 2020	Cllrs Cornelli, Brentor, Mace read out their public statement, followed by the email 'treading on landmines'	256-258
15.	May 2020	Claimant was told she had had 7 months to prepare her case, but in March 2020 when Respondent notified the Claimant that they would seek legal advice, she was not told to prepare her case.	178
16.	June 2020	Claimant was refused entry to meeting where Report 1 was discussed.	318
17.	June 2020	Staffing Committee advised they had taken advice about changing Terms of Reference of Staffing Committee but did not share the wording with the Claimant and when the Claimant asked for the wording, the Cllrs wrote to all Cllrs telling them that the Claimant should be qualified enough to write them	440-443
18.	August 2020	No oral communication with the Claimant about the second investigation to be carried out. Email from Staffing Committee advising the Claimant to read the minutes. Claimant discovered that the investigation was into 'misrepresentation' in the pensions report which could lead to disciplinary. However, no details of the misrepresentations was disclosed. Neither was the report disclosed. Claimant was orally told that there could be grounds for disciplinary but not told what grounds. The report said there were not sufficient grounds to discipline the claimant.	435, 457-462
19.	September 2020	That Cllrs have not spoken to the Claimant outside meetings, causing her to feel ostracised.	942
20.	October 2020	Cllrs Brentor and Cornell called into question the Claimant's competence while the Claimant was off sick, leading to her making a Code of Conduct Complaint.	490-492
21.	December 2020	Mediation was withdrawn by the Staffing Committee after the Claimant raised a grievance on her pension.	482
22.	Mid December 2020	Claimant was told that the current situation was not working for members of the staffing committee.	482
23.	January 2021	Claimant was not told by the Respondent that potential disciplinary matters will be considered as part of the investigation.	529, 533
24.	January 2021	Third investigation the Claimant was briefed that it was not an investigation into the pensions complaint, while the Cllrs included statements about pensions.	
25.	February 2021	Staffing Committee would not conduct appraisal on Claimant's revised role, but would do so on role to March 2020	664
26.	February 2021	Respondent dismissed the Claimant's formal grievance into the pensions issue.	502-503, 560

27.	February 2021	Claimant raised concerns about the independence of the report as the Respondent was being advised.	
28.	February 2021	Investigation into Staffing Committee relationship with the Claimant. Cllr Mace described Claimant as 'someone who lies to the extreme'.	
29.	March 2021	Report into the relationship. Cllr Mace said Claimant 'lies to the extreme'.	865, 810
30.	March 2021	the Claimant raised an informal grievance with Cllr Mace	717-722
		over discrediting Claimants advice.	
31.	March 2021	Claimant emailed Cllr Brentor for support and received response back asking what support Claimant could investigate for the Staffing Committee.	769
32.	May 2021	Cllr Brentor's comments sent to all Cllrs about the Claimant pension report.	1031-1052 (paras 37, 62)
33.	March 2021 to June 2022	Investigation report was sent to the Claimant, which Cllrs received in in March	
34.	September 2021	Claimant raised concerns about the independence of the report and investigation.	641-643
35.	October 2021	Panel interview notes 'gone rogue' 'bogus attempt to secure money'	935
36.	December 2021		
37.	March 2022	Panel decided mediation with Cllrs Mace and Brentor was the way forward. If in 3-6 months there was not improvement, the Claimant was at risk of dismissal.	959-961

UNNECESSARY CHARACTER DAMAGING COMMENTS (examples)

38.	8 June 2020	Cllr Cornell "there is a potential to bring the council into disrepute"	1023
39.	14 Dec 2020	Cllr Mace "I have evidence to show the Claimant has committed fraud"	Witness bundle page 9 paragraph 3
40.	8 June 2020	Cllr Brentor, Mace and Cornell "It seems to me that we are constantly at risk of stepping on landmines"	256
41.	June 2021	Cllr Cornell "It felt like she was potentially defrauding the parish council"	857
42.	June 2021	Cllr Mace 'Bev tends to distort reality and tells lies to the extreme'	810
43.	June 2021	Cllr Mace 'the document submitted by BC contains false claims and misrepresentations of the past'	810

44.	June 2021	Cllr Mace "it appears that she also tells the same lies to her friends"	810
45.	June 2021	Cllr Mace "Bev makes it stupidly hard to manage her, almost impossible, those difficulties are not new difficulties bit have been there for the last three years."	814
46.	31 May 2022	Cllr Mace "If you changed everyone's positions then maybe for a bit she would behave"	936
47.	31 May 2022	Cllr Mace "The pension issue was an attempt at fraud; fraud by false information"	934
48.	31 May 2022	Cllr Mace "you see news stories of clerks who defraud their parishes of money. We have one that has gone rogue."	936
49.	31 May 2022	Cllr Mace "Not when we still have the pension issue going on. It is a large issue and a bogus attempt to secure money."	935