EMPLOYMENT TRIBUNALS

Claimant: Mr R O'Neill

Respondent: Tinmasters Ltd

Heard at: Swansea **On:** 6 and 7 October 2025

Before: Employment Judge G Duncan

Representation
Claimant: In person
Respondent: Mr Dando, Director

WRITTEN REASONS

Introduction

1. The Claimant, Mr O'Neill, brings this claim against the Respondent, Tinmasters Ltd, following his employment terminating on or around 31 December 2024. The Claimant was employed as the Chief Executive Officer.

2. By way of ET1 received on 11 May 2025, the Claimant asserts that he was constructively dismissed by virtue of alleged promises relating to a "good leaver" status. In the event that he falls into the category of good leaver, he states he would have been entitled to approximately £200,000. There are allegations of coercive tactics, threats, that he was excluded from his own redundancy process and that there was an improper consultation. It is alleged that his role of CEO was filled by another person without the Respondent formally dismissing the Claimant or discussing this proposal.

3. The ET3 outlines that the Respondent disputes the claims and asserts that the Claimant resigned from the role. The document asserts that the Respondent was flexible in accommodating various requests made by the Claimant to amend his leaving date.

4. By way of order dated 19 June 2025 the Tribunal made directions and listed the matter for final hearing on 6 and 7 October 2025.

Preliminary Issues

5. There were two preliminary issues that required determination. The first related to the Claimant's applications for witness orders. The orders were made on 3 October 2025, the working day before the final hearing. They relate to three witnesses, Joe Rainsbury, Paul Evans and Julian Davies. In an email accompanying the orders of the same date, the Tribunal made provision for the witnesses to provide statements on the morning of the hearing – this did not happen, presumably given the lack of time and practical difficulties over a weekend. Each of the witnesses attended and gave oral evidence. In the circumstances, it was necessary and in accordance with the overriding objective to allow the Claimant to ask questions in examination in chief. In the course of the questions, there were inevitably leading questions but, sensibly, no objection was taken by the Respondent as many of the answers were uncontroversial and agreed by the Respondent.

6. The second preliminary issue related to an application for specific disclosure. There were two limbs to the application. Firstly, the Claimant pursued the disclosure of settlement agreements of other individuals; this limb was dealt with by agreement on the basis that the Claimant clarified the asserted relevance of the documents and why he wanted to rely upon them. He stated that the agreements were amended over many drafts and in around November 2024 the final versions included a protected settlement clause. The Respondent agreed with this assertion so it was not necessary to determine the application and require the disclosure. The second limb related to emails between 1 July 2025 and 13 August 2025. I dismissed this application and gave oral reasons, effectively, it was a speculative request and not proportionate or necessary to order disclosure.

7. Having addressed the preliminary issues, the parties agreed to take the witnesses out of turn to allow the three individuals subject to witness orders to leave court and return to their employment.

8. On Day 1, I heard oral evidence from Julian Davies, Paul Evans and Joe Rainsbury followed by the Claimant. The only Respondent witness was Jane Crawford; it was necessary to adjourn overnight with her evidence part-heard and concluding on Day 2.

9. I am grateful for the parties' essential reading and the Respondent's skeleton argument/submissions. The Claimant was able to consider the skeleton argument overnight on Day 1 and prepare submissions in response on Day 2.

10. I had regard to the bundle of documents running to 405 pages.

Legal Principles

11. In considering the issues in dispute, I have regard to the case of **Western Excavating (ECC) Ltd v Sharp [1978] ICR 221, CA**. The common law concept of a repudiatory breach of contract was imported into what is now section 95(1)(c). Lord Denning MR put it as follows:

> **"If the employer is guilty of conduct which is a significant breach going to the root of the contract of employment, or which shows that the**

employer no longer intends to be bound by one or more of the essential terms of the contract, then the employee is entitled to treat himself as discharged from any further performance. If he does so, then he terminates the contract by reason of the employer's conduct. He is constructively dismissed."

12. The component parts of a constructive dismissal which need to be considered are as follows:

- A repudiatory or fundamental breach of the contract of employment by the employer
- A termination of the contract by the employee because of that breach
- The employee must not have lost the right to resign by affirming the contract after the breach, typically by delay.

13. By far the most common implied term is the term as to trust and confidence most authoritatively formulated by the House of Lords in **Malik and Mahmud v BCCI [1997] ICR 606** as being an obligation that the employer shall not:

"Without reasonable and proper cause, conduct itself in a manner calculated [or**] likely to destroy or seriously damage the relationship of confidence and trust between employer and employee."**

14. This is an extremely wide-ranging obligation which can be breached by all manner of conduct, including (of course) conduct which does not breach any express term of the contract.

15. The **Malik** case makes clear that the test is an objective one. All the circumstances must be considered. An employer with good intentions can still commit a repudiatory breach of this implied contractual term.

16. I remind myself of the principles distilled from the case of **Frenkel Topping Limited v King UKEAT/0106/15/LA** that the conduct must be likely to destroy or seriously damage relationship of confidence and trust.

17. The key cases in last straw cases such as this are the decisions of the Court of Appeal in **London Borough of Waltham Forest v Omilaju [2005] IRLR 35**, more recently reaffirmed in **Kaur v Leeds Teaching Hospitals NHS Trust [2018] EWCA Civ 978**.

18. **Kaur** also confirmed that an employee can rely on earlier conduct by the employer even if he affirmed the contract after those earlier matters - as long as the last straw adds something new and effectively revives those earlier concerns.

19. It is important to bear in mind that the mindset of a Tribunal deciding if a claimant has been constructively dismissed is one of a primary fact-finding body.

Chronology of Events

20. There is a significant measure of agreement in relation to the chronology of events. There are a number of central issues that are disputed that I will need to resolve. It is necessary to outline the agreed background in some detail as this sets the context to the allegations made by the Claimant. In relation to any findings made, I remind myself that any finding must be made on the balance of probabilities.

21. It is agreed that the Claimant commenced employment with the Respondent on 13 October 2014 as CEO. I have seen the employment contract at pages 35 to 53. It was put to the Claimant in cross-examination that previous changes to his contract were made in writing. The Claimant was clear that there had only been one amendment and that this was drafted by the Claimant. I have an example at page 53, dated 21 June 2017, providing for an amendment to the service agreement from 1 January 2017. I have also had regard to para 19.1 of the contract, at page 51, to state that the deed of agreement may only be modified by the written agreement of the parties.

22. It is agreed that until the issues arose relating to this litigation, the Claimant and Respondent had a very good relationship. It was agreed in evidence that there were no previous complaints or grievances. I also have regard to the reference provided by the Respondent for the Claimant at page 141, dated 14 March 2024, that outlines that the Claimant is of high integrity and that he would be hired again. The reference was given at the Claimant's request as it is agreed that on 29 February 2024, he intended to resign. This was followed up by the resignation letter on 1 March 2024, at page 132. The letter again reiterates the good relationship between the parties as the Claimant states that he has enjoyed "working with you and the rest of the team". It is agreed that the Claimant had a six-month notice period, this was initially due to expire on the 31 August 2024.

23. The Claimant accepted in oral evidence that he never withdrew his resignation. I acknowledge that he asserts that there was a new verbal contract and/or promises made regarding remuneration, but in terms of an intention to leave the company, it seems on balance that this persisted throughout the Claimant's employment from the time at which he handed in his resignation on 1 March 2024. I am supported in this finding by the Claimant's own evidence at page 14 of his statement, at paragraph 36, to explain that as of 30 July 2024, the Claimant was reoffered the position with Celtic and that he had also interviewed with two MD positions, Smile Plastics and EnviroWales. He stated in oral evidence that "things happened in September where both myself and Joe [Rainsbury] were looking to leave". It appears that the Claimant was continually seeking a way out of the company over many months. Plainly, this is relevant to the allegation that the Claimant resigned in response to any breach.

24. As a further demonstration of the good working relationship at the time, the Claimant requested by email dated 29 April 2024, at page 158, to be granted permission to leave the company early and curtail his notice period to 31 July 2024. The email states that the new employers are pushing for a definite start date and accordingly the Claimant makes the request. The proposal was agreed by email in response at page 157.

25. One of the issues raised by the Claimant as part of his alleged constructive dismissal is the treatment of Mr Julian Davies as operations manager. It is agreed that a redundancy consultation was commenced on 12 April 2024, as per page 145. I have had regard to the letter that explains that due to the Claimant's resignation and deteriorating financial position of the company, the Respondent has taken the opportunity to review the structure.

26. The Claimant, in oral evidence, states that the period for which Mr Davies was at risk was four months and that this was a long time when it ultimately led to nothing. This evidence is given on the agreed basis that the process regarding the redundancy concluded on 19 August 2024 with Mr Davies no longer being at risk. I am referred to the letter at page 216 of the bundle. The Claimant states that the proposal that the CEO and Operations Director Roles were to be removed was an unrealistic one and that there was significant concern expressed by other members of the company. The concern was in general terms shared by Mr Davies, Mr Evans and Mr Rainsbury. A significant proportion of the questions put to these witnesses by the Claimant related to this issue. It was largely unchallenged and, it seems, for good reason.

27. The Claimant states that I should have regard to the proposed redundancy for Mr Davies as a demonstration of the manner in which the Respondent will treat the management team and that they did not follow approved ACAS guidance. I have considered the totality of the evidence around this issue and in my judgment, I do not accept that this allegation relating to Mr Davies has any impact upon the circumstances of the Claimant. The Claimant's resignation led to the Respondent considering the company structure. That consultation did not change the structure and the proposal was not implemented. It may have been concerning for Mr Davies but it does not appear to the Tribunal to alter the position in respect of the Claimant. Further, the shared concerns of the witnesses around the logic behind the proposal serve little more than to demonstrate that they were correct in holding the concerns given the company did not pursue the restructuring.

28. The Claimant's circumstances changed during the summer of 2024. On 16 July 2024, the Claimant emailed Jane Crawford to state that his proposed new employer, Celtic, have "some major problems" and he requested a discussion. The email can be found at page 184. A telephone discussion then took place on 17 July and the Claimant informed Jane Crawford that Celtic had said that they were not in a position to employ him. It is again agreed that the Claimant could remain employed until 31 October 2024. Jane Crawford accepts that a telephone call took place with Christopher Edge, a message reflects this at page 113 on 18 July 2024 to state that:

    It would make a lot of sense to us all for you to be working at Tinmasters during the period we are pursuing a sale at the very least. Legally we would finish your existing contract and do a new one to encompass delaying the element of the old one relating to your shares and further work, maybe on a consultancy basis beyond that? TBC anyway….

29. In her statement, Jane Crawford acknowledges that she suggested that the Claimant's contract be terminated and new terms agreed for a temporary

arrangement, however, she states that this did not happen. She acknowledged, in oral evidence, that the references at paragraph 10 of her statement to being told about the withdrawal of the job offer during a visit to a customer was incorrect. She clarified this and stated that she had misremembered and when faced with the messages and dates accepted that the conversation must have happened on a site visit some weeks after the telephone calls and messages as she was in America at the time.

30. The best evidence for the discussions on this issue, in my judgment, can be found in the board minutes on 29 July 2025, at page 207. It is stated that RON (the Claimant) will continue as a director for a period of three months, up to the end of October 2024, and potentially after that date on a consultancy basis. The Claimant staying longer has been described at that stage as mutually beneficial and the Claimant agreed.

31. I observe in those minutes, and it appears clear to the Tribunal, that there were ongoing discussions relating to a potential sale as of 29 July 2024. There is reference to Eviosys confirming that they did not want to participate in a future purchase but at the very least there appears to be some form of ongoing discussion before a final confirmation as per the email, at page 211, dated 13 August 2024. It seems that another company referred to as Kendle contacted the Respondent to make enquiries, or visit regarding a sale, in or around September 2024, but this did not progress. The board minutes in September 2024, at page 231, appear to be working on the basis that a solvent liquidation was likely, albeit I accept the evidence of Jane Crawford that there was an ongoing intention to sell notwithstanding the fact that there may not have been any immediate prospect at various points during Autumn 2024.

32. I heard evidence relating to the information memorandum dated 9 December 2024 supporting Jane Crawford's position that there remained an intention to sell. Again, this is supported by the board minutes for November 2024, at page 260, where there is an update on the potential sale to state that JC updated that she had approached several potential businesses that may be interested in purchasing the Respondent. It states that some have shown an interest and they will be forwarded an NDA to sign. It remained clear though that there were parallel plans for both the sale of the company and a solvent liquidation as the minutes of November 2024 refer to both options. In my judgment, to the extent that is necessary to resolve this issue, I find on balance that there remained an intention to sell the company throughout the relevant period, and that during this period there were various enquiries, attempts to trigger interest, approaches or visits in an attempt to progress the sale. Further, in my judgment, the Claimant was aware of those attempts as he was plainly involved in the board meeting discussions.

33. At this stage, it is necessary to consider the Claimant's allegation regarding the variation or termination of his contract in or around July 2024 and the months thereafter. Jane Crawford states that the discussions relating to the termination of a contract, and formation of a new contract, was simply one of a number of matters that were being discussed and that she referred to this as "spit balling". She referred to not being in a position to enter a contract on her own, stating that she needed to discuss the matter further with other individuals; the central point being that she was willing to consider various proposals to enable a working solution. In my judgment, this fits into the wider picture of flexibility on

the part of the Respondent. The Claimant wanted to move the initial end date forward and he then wanted to delay leaving when the offer was withdrawn. Whilst the Respondent accepts that the Claimant staying was to their advantage, it fits into a pattern of flexibility – a flexibility to consider any option that may suit all parties. This flexibility sits alongside a number of significant pieces of evidence:

A) There is an absence of evidence to demonstrate that the Claimant was chasing up any new terms or confirmation of termination of the existing contract;

B) There is a previous history of amendment of the contract in writing;

C) There is a contractual provision that amendments can only be made in writing;

D) There is a clear reference in the message above to state "TBC" in respect of any amendment to the contractual provisions;

E) There appears to have been no further discussion on the exact terms, the end date, terms of remuneration, bonus, or anything else for that matter.

34. For those reasons outlined above, I reject the contention, made by the Claimant, that the discussions in or around July 2024 and thereafter can amount to a termination or variation of the employment contract found at page 35 of the bundle. It is relevant that the Claimant accepted in oral evidence that it is important for significant changes or agreements to be made in writing. In my judgment, I accept the view of Ms Crawford, the old contract simply "drifted". I reject the assertion made by the Claimant at paragraph 37 of his statement that the old contract ended on 31 July 2024 and a new contract started on 1 August 2024.

35. During the same period from July 2024 into September 2024, the Claimant alleges that promises were made that he would be treated as a "good leaver" in the event that he was to stay with the company until 31 December 2024. The Claimant states that an agreement was reached on 6 August 2024 and during a telephone call on 9 August 2024 the position was reaffirmed. The Claimant states at paragraph 48 of his statement that the Respondent then sought to amend this agreement during a meeting on 17 September 2025 when he was informed that the good leaver offer was contingent on the company being liquidated before 31 December 2024. He gives a detailed account of discussions and states that he felt betrayed by the Respondent as a result. He states that the betrayal is demonstrated by a decision to offer the Claimant's shares to other employees on the 23 September 2024, shortly following the earlier discussions. In general terms, the difference between a good leaver and bad leaver amounts to a significant financial difference in the region of £200,000. It is necessary to consider the articles of association for the definition of good and bad leaver.

36. At page 63 of the bundle, the contract states that a Bad Leaver means a person who ceases to be an employee as:

a) A consequence of such person's resignation as an employee; or

b) A consequence of that person's dismissal as an employee for cause, where "cause" shall:

I) Mean the lawful termination of that person's contract of employment or consultancy without notice or payment in lieu of notice as a consequence of that person's misconduct or as otherwise permitted pursuant to the terms of that person's contract of employment or consultancy; and/or

II) Mean that person's fair dismissal pursuant to section 98(2)(a) or (b) of the Employment Rights Act 1996; and/or

III) Determined by the board with investor consent.

37. A good leaver is defined at page 65 as:

A person who ceases to be an employee and who is not a bad leaver and shall include, without limitation, death and/or when the board and the investor determine that a person is not a bad leaver.

38. There are a number of significant factors in consideration of whether any promise or assurances were given regarding the Claimant being granted good leaver provision:

a) Jane Crawford gave a compelling explanation around the purpose of the good leaver provisions, namely, to align the board and management to the same goals. In this example, to incentivise the management so to ensure that the company could be sold or liquidated – she emphasised the difficult period that the company were about to enter to include significant uncertainty. She explained the need for individuals to remain committed and accordingly be rewarded in the event that they demonstrated such commitment – I accept that this is the purpose behind the provisions;

b) The Respondent states that the Claimant was confused around the definition of good or bad leaver. It is suggested that the Claimant sought to conflate 'good worker' with 'good leaver'. Whilst perhaps the confusion is not as stark as the Respondent makes out, there is, in my judgment, some confusion on the part of the Claimant. At page 210 of the bundle, I have the Claimant's note of a meeting on 6 August 2024. Firstly, the note states that "want me to stay until December 2024", this is uncontroversial. Secondly, it states "willing to offer good leaver" but it is not clear whether they did offer this or whether it was the Respondent's intention to offer. Thirdly, and most importantly, the question noted by the Respondent, "what does good leaver mean?". I ask myself why the Claimant would ask this question unless there was uncertainty. The Claimant states that his understanding was clear but I do not accept this. In my judgment, his own email sent on 6 Sep 2024 at page 403 of the bundle is relevant. The Claimant states:

I've had a job offer from one of the two companies I mentioned previously, the plastics surfaces manufacturer based in Swansea.

They are pushing for a start date. I believe, but I wanted to check, that we have verbally agreed that I would stay until the end of December, and that you would give me 'good leaver' status.

I had told the recruiter I was available from 1st November as the initial contact predated the call with you and Chris.

If you can confirm the above, I'll try for 2nd January start date.

The first observation is that the Claimant, again, is seeking to leave the company. Secondly, the words are in my judgment clear, he wants to check that we have verbally agreed. There is a clear indication that there was no formal agreement at the time. Thirdly, the Claimant accepts that he told the recruiter that he was available from 1 November 2024 when on his account he states that the agreement was to stay until December 2024 and obtain good leaver status. In my judgment, the email does not sit comfortably with the Claimant's case. Jane Crawford then states that there needed to be further discussion with Christoper Edge and with the Claimant at a face-to-face meeting.

c) The Claimant's own statement confirms that the Respondent disputes the position at a meeting on 17 September 2024. In my judgment, this fits into a pattern of confusion that needed clarification around the contract and his good leaver status.

d) The Board Meeting Minutes for October state as follows:

RON confirmed that his new employer was not prepared to delay his start date beyond the 2nd January 2025. JC and CE had said they were willing for RON to retain his shares if he could stay until the 31st March.

JC and CE clarified their intention to treat RON as a Bad Leaver as he is not able to extend this leaving date to the 31st March.

RON raised that he believed JC and CE had offered him Good Leaver status to stay until December in August. This was strongly contested by JC & CE.

In my judgment, the minutes indicate that there was no certainty regarding an agreement. Further, it fits into the pattern of confusion in terms of the Claimant's status as a good leaver. Vitally, it also makes clear that JC and CE disputed that the good leaver status would be offered if Claimant could stay until December 2024. In my judgment, the board meeting minutes are another strong indicator in favour of the Respondent's position. If there was any uncertainty around an agreement, as there was, that was removed at the October 2024 board meeting when the Respondent's position was made abundantly clear to the Claimant.

e) I also consider the financial reward to be relevant. The Claimant had communicated that he intended to leave since March 2024. The Respondent accommodated various shifts in his position. In my judgment, I accept the point made by the Respondent that it makes little commercial or financial sense to offer an additional £200,000 for a little over two months

of additional employment. There is no rational argument for this proposal being made given my earlier finding relating to the purpose of the good leaver status, namely, it is to incentivise individuals and to ensure that the board and management are aligned through difficult times. I ask myself, why incentivise the Claimant when he has set a leaving date and repeatedly communicated his intention to leave by stating that he has attended interviews, accepted offers and handed in his notice.

f) There is a lack of documentary evidence on this particular issue. There is no confirmation in writing, notwithstanding my earlier observations on the issue that the Claimant accepts that important matters should be recorded in writing;

g) The cash flow forecasts available in the bundle make provision for £40,000 for the Claimant's shares and not the proposed £200,000 as the Claimant suggests would be the value in the event of an agreement for good leaver status. In my judgment, this is a strong indicator in favour of the Respondent's position;

h) The Claimant states that his share value was offered to Paul Evans and Julian Davies. There has, on any reading, been confusion around whether they were to be offered shares or proceeds of any sale. In my judgment, on balance, I accept their evidence regarding the confusion but more importantly I accept the Respondent's assertion that this effectively amounts to an incentive to guide the company through a difficult time. I do not consider this offer to indicate a betrayal of the Claimant, quite the opposite, it represents the company reacting to the Claimant's proposed leaving date an attempt to utilise the available funds to offer an incentive to those that they felt justified such an incentive. In the words of Jane Crawford in oral evidence:

   Why would we let you keep your shares if you are not going to extract any value? It would be non-sensical to allow you to keep them if you did not stay, you were jumping the ship

i) Jane Crawford's oral evidence is that she referred the Claimant to the potential share differences at an early stage of discussions relating to the termination of the Claimant's employment. She reiterated this throughout her evidence and I accept her assertion on the basis that her account is generally supported by the other factors that I have identified.

j) The Claimant states that his offer of consultancy services on 7 November 2024, at page 249, represents his last chance to try and avoid litigation. I struggle to reconcile this email with his case that he has been subjected to coercion, mistreatment, humiliation and that his employment contract was breached. In my view, this offer to provide consultancy services is an indicator that he still considered he was able to work with the Respondent in a professional manner - this fits into the Respondent's case in relation to the circumstances at the time.

39. Accordingly, I find on balance that the Claimant was not offered good leaver status in return for staying at the company until December 2024. I accept his observation that matters were fast moving, I also accept the evidence of Jane

Crawford that the company was "spit balling" and considering their options. Both of these observations are relevant in terms of the uncertainty and confusion experienced by the Claimant.

40. Further, it appears to the Tribunal that there are a number of issues that the Claimant has interpreted in an overly optimistic manner. For example, placing his own interpretation on events or discussions to reinforce his own firmly held beliefs. In my judgment, the overwhelming weight of the documentary evidence and oral evidence supports the Respondent's position.

41. I struggle to identify any evidence in support of the Claimant's contention that he was subject to coercion, humiliation, ambushing or inconsistent messaging. The documentary evidence does not support such allegations and I have not been given any examples in oral evidence to support this allegation. Accordingly, I do not find there to have been such conduct on the balance of probabilities.

42. Similarly, I am troubled by the allegation around an outstanding grievance. The procedures in place state clearly that a grievance should be made in writing. This was not done. It does not appear to form a central issue in any event. I have considered the evidence on this allegation and I do not find that there was an outstanding grievance that led to a breach of contract.

43. Following the discussions I have detailed, the Claimant remained in employment until 31 December 2024 before leaving to commence employment with Smile. The alternative employment appears to have been arranged for a considerable period.

Conclusions

44. Considering those findings within the legal framework, I conclude as follows:

a) I do not accept that there has been a fundamental breach of the employment contract. My findings lead to the conclusion that this was not the case;

b) Accordingly, I find that the Claimant resigned in March 2024 and simply extended his employment, by consent, to a date on which he left so to start new employment. I find on balance that his reason for leaving was the new employment offer. As a further aside, I note the significant flexibility shown by the Respondent in the course of agreeing various changes relating to the Claimant's leaving date;

c) In any event, if I am wrong regarding any breach of contract, I do not accept that the Claimant resigned in response to a breach. As above, the Claimant offered his resignation in March 2024, he requested various changes to his leaving date that were agreed by R and then he left the company to start a new job. I do not accept that the resignation was in response to any breach.

d) Regardless, given the chronology, even if there was a breach of contract, the Claimant was told during the October 2024 board meeting, in no uncertain terms, that the Respondent did not accept the allegation made by him regarding his good leaver status. Following this, he stayed in

employment, on the same terms, did not raise any further issue and offered to undertake consultancy work. On balance, I find that this constitutes an affirmation of the contract.

45. For all of those reasons, the claim is dismissed.

Costs

46. At the conclusion of the hearing, the Respondent made an application for costs. In the circumstances, whilst the Claimant was confused in relation to the legal principles that were to be considered in relation to certain aspects of his case, a final hearing was considered necessary to determine the central point in dispute around the alleged agreement that the Claimant be treated as a good leaver. The Claimant's case on this issue was at least arguable and it was only upon a full consideration of the evidence that it became apparent to the Tribunal that the case was not made out. Accordingly, the Respondent's application for costs was dismissed.

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Employment Judge **G Duncan**
10 November 2025

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Date

WRITTEN REASONS SENT TO THE PARTIES ON

19 November 2025

Kacey O'Brien

FOR EMPLOYMENT TRIBUNALS