EMPLOYMENT TRIBUNALS

BETWEEN

Claimant: **Mrs P Edwards**

Respondent: **Stonegate Pub Company Limited**

SITTING AT: **Birmingham**

ON: **11 – 13 May 2026 in person and in public**

Before: **Employment Judge Smart**
Mr. P Paw
Mr. P Tsouvallaris

JUDGMENT

On hearing from the Claimant and Mr. S Nicholls Counsel for the Respondent:

1. The Claimant's claim for constructive unfair dismissal is not well founded and is dismissed.

SUMMARY REASONS

<u>Key disputed Issues</u>

2. The sequence of events relied upon by the Claimant were:

    2.1. The Respondent did not apply the correct policy to the Claimant's job at the time of the restructure in August 2023. She says it should have been a redundancy situation because the role was 30% or more different from her current role.

    2.2. Despite the changes to the role being explained and accepted in good faith by C, the job turned out to be significantly different than envisaged once it was started.

    2.3. Further changes were added to the JD as the job progressed:

2.3.1. Contracting out of the tenancies for Operator led model after it was shifted to lettings;

2.3.2. Focus was on the new elements of the role and not the old elements of the role;

2.3.3. Significant increase in workload and the Claimant felt unsupported with the workload;

2.3.4. Additional IT projects such as the Platinum project and the Onboarding project that meant she was required to make decision for other team managers that was outside of her job description and added to her workload.

2.3.5. Performance management of her LTM significantly increased her workload.

2.4. The last straw was the fact that during her appraisal on 11 November 2024, Mr Richards her line manager did not go through the previous 12 months of work with her and no reflection or review of her performance was undertaken with no feedback either positive or negative.

The 30% difference

3. We first turn to the 30% difference whether that should have triggered a redundancy consultation with the claimant, which was her case, or whether it shouldn't have triggered a redundancy consultation, meaning the consultation focus was more on what the new job role would look like, which was the respondents case.

4. Ultimately, both sides were in agreement that their view and approach to determining in their view whether the job was 23% different from Mr. Richards or 35% different from the claimant was really a matter of pure opinion with very little quantitative verified evidence to put any science or maths behind why they had come to those views.

5. We find that using a percentage difference in this way, without any sufficient evidence of data analysis to back it up, didn’t help in assisting us to determine whether there had been the substantial change in the job role that the claimant was then offered.

6. In our view, the role change:

6.1. Was an authority increase,
6.2. Was a seniority jump that warranted a significant increase in salary from just over £41,500 per annum to £55,000 per annum not including bonus scheme, and
6.3. opened the door for the claimant to earn double the original bonus scheme from 10% to 20% that she would have been entitled to in her former job role;

meaning that regardless of a percentage analysis, we find that the job roles were significantly different and in a lot of aspects of the role substantially different.

7. That fact can be ascertained simply by comparing the unchallenged job descriptions that were in the bundle when combined with the expectations of the role as per clause three of the contract of employment and the remuneration increase that the respondents felt was appropriate for that new job role. For example, when looking solely at the title of the job it became a head of role rather than simply being a managerial role.

8. Crucial to our view about this issue, is the fact that the claimant has fairly accepted that she was informed about the changes to this new role on paper.

9. She also accepted that neither the respondent nor she would be able to fully predict how the job role would go and finally end up because it was a brand new role, which nobody had worked in previously, and she accepted the explanations from Mr. Richards in good faith about the changes and the support that would be in place as discussed during the consultation period she had before that job role was finalised.

10. When the finalised job role was finally offered to her, the claimant accepted it without any conditions.

11. She had explained that she felt it was a more significant change than the respondent thought it was during her consultation meeting before she accepted the new job role. However, she accepted the role, nonetheless.

12. She therefore worked under a brand new contract of employment with a new job title and a new remuneration package.

13. From the 27 September 2023, her job role was then Head of Agreements and her contract of employment and all of the express terms of that contract superseded any of the duties responsibilities or other points in her previous contract of employment.

14. We are persuaded by the respondent that the Claimant did not communicate anything akin to working under protest when that contract was entered into.

15. The Claimant raised no formal grievances throughout the material times of this case in any formal way and we are also of the view that whilst some concerns on a day-to-day basis were raised between the claimant and her line manager Mr. Richards, they did not, in our view, fall outside the scope of what normally happens in a high workload department in ordinary discussions between line managers and their subordinate managers, in the everyday interactions between manager and the other.

The job was significantly different to what was envisaged

16. We now turn to the allegation that the role became something significantly different to what was envisaged.

17. Ultimately, this allegation feeds into and overlaps to a great degree with the additional IT projects, HR issues with the new team that the claimant would be responsible for namely the lettings team and the fact that the focus in the claimants view of the work shifted substantially to the new aspects of the job role as she put it rather than the aspects of the job role that she used to do previously.

18. One change the claimant relied upon was a change in the way that the operations led model of publicans happened.

19. Prior to the change, there were two distinct types of onboarding for new publicans.

20. The first was a traditional tenancy agreement between the publican and the respondent. That would have within it usual clauses for commercial leases but also more unique clauses to the pub industry such as tie in clauses which meant that the publicans were obliged to purchase all of the alcoholic and other beverages that they served from the Respondent or its list of approved suppliers.

21. The operator led model was more akin to simply a licence to use the pub company's premises, for the purpose of selling drinks as a bar or a pub. There was no tenancy arrangement between the publican and the respondent in that case, instead there was simply akin to a Commission payment whereby the respondent would still be responsible for the premises dilapidations and everything to do with the property and the publicans would simply have targets for earning as much in drinks revenue as they could. The incentive for the publicans was that they got a percentage cut of the profits that they would take in sales.

Operator led changes

22. The change to the operator led model that was introduced, which the claimant accepted was not foreseen when she entered into the contract of employment for the new job, was that there would now be a tenancy agreement in place between the operators and the respondent and the reason that was introduced was because it got better rates of tax.

23. What that meant for the team that the claimant managed, was they needed to now be proficient in certain aspects of landlord and tenant law and also pub code law that they did not have to deal with previously because there were no leases.

24. The claimant alleges that this significantly increased her workload generally because of the support and guidance that she would need to give to a team that lacked the technical knowledge effectively to do the job at the initial stages of that project.

25. We find that such a project would eventually have been temporary because the technical knowledge would have built up in her team over time but it would then have been a permanent feature of the duties that her team would undertake

requiring some oversight and management from the claimant unless and until either the law changed or the respondent changed its approach again.

26. We agree it increased the Claimant’s workload

27. However, we find, and the claimant accepted, that this was within the remit of clause three of her contract for the seniority of her role and the duties that she was reasonably required to undertake. To ask the claimant to do this therefore not in any way a breach of her contract, because it was expressly provided for by the terms of her contract.

Focus changes

28. When considering the other events that the claimant relies upon such as the focus of the job role shifting away from her former duties and more towards the new job role duties, we have no hesitation in finding that she is correct that the focus would have substantially shifted as she submitted.

29. That is because we find that the former and the latter job roles are substantially different. They are at different levels of seniority, different levels of strategic input and there is a larger focus on oversight, compliance and strategy in the new role, compared to more hands on and advisory focus of the old role.

Significant increase in workload and lack of support

30. In our view, as was accepted by both parties, it is clear that there was a significant increase in workload which was evidenced by the increase in working hours on average the claimant said she needed to work.

31. It was common ground that the claimant’s core hours were 35 hours per week. It was also not disputed that the claimant would work on average between 45 and 50 hours per week.

32. However, despite the claimant’s view of that increase of workload and the effect she says it had on her work life balance, viewed objectively, when you are in a head of job role and earning above £50,000 per year in remuneration with a possibility of a significant bonus related to performance, we consider that workload of 45 to 50 hours per week to be relatively normal and within the realms of our industrial knowledge as to what a job role of that calibre would be working.

33. We do not for one second belittle the experience that the claimant had with what may have been for her a substantial shift in the hours of work that she was used to working, with the knock on impacts that had on her personal life, energy levels and stress levels in trying to fulfil this new and fairly certain change in her work circumstances.

34. Mr Richards agreed with the Claimant that her workload was not sustainable continuously at 50 hours per week in a message at page 191 in the bundle from July 2024.

35. In his response, he offers to discuss whether there are any solutions that they can come to, to try and resolve the immediate issue but he also mentions that in his view the situation is temporary and should eventually resolve itself.

36. In evidence before us, he expanded on this by explaining that the reason he thought it was temporary was because some of the work, such as the performance management of team members and the IT projects did have end points that would happen at some point in the near future, it was simply that they were unable to predict at that time when that end point would be. He said this was due to unforeseen circumstances with “bumps in the road” as he called them with the IT projects.

37. We accept that evidence, because the performance improvement process for the LTM manager would eventually have to come to some sort of resolution one way or the other and was therefore temporary.

38. Now is a convenient time to move on to the onboarding project, which was a different IT project to the platinum project. One was about the onboarding system and workflow. The other was about a specific task of scanning documents into a data room.

39. This project was about the onboarding process involving new publicans being taken on by the respondent ask new business.

40. The claimant says, and we agree, that this onboarding process therefore had a direct and fundamental impact on her team's workload and needed to be done correctly with glitches all I out because her teams would be using that IT system and workflow in their everyday work once it was finalised and live.

41. It was common ground that there were bumps in the road with this project too. It was also common ground that there was a team of managers from across various different departments within the respondent, including the claimant, who were heavily involved in the feedback meetings and the planning meetings with project management team for the development and implementation of this new system.

42. It was also not disputed that because the claimant had worked for the organisation for 26 years she was viewed as a general factotum for information, knowledge and past history about how things generally ran within her remit and sometimes more generally in the organisation.

43. On occasion, it is our unanimous view that if you are a long standing employee who is well regarded and who is a very good perform as was and ground amongst the parties, other peers from other departments may sometimes take a step back and allow you to do the donkey work or even to make the decisions that are actually decisions that they should be making.

44. This is precisely what happened with the onboarding project and the claimant. Other team members who could and should have been making decisions about their departments that were not anything to do with the claimants decision making remit would stand back and allow her to make those decisions when

they knew of course that it was the claimants team that would often be most heavily affected should there be a problem with the onboarding process that would happen.

45. The claimant being the undoubtedly conscientious and diligent manager that she was, would simply take it upon herself to sort all of this out and make the decisions, even though they were not for her department.

46. However, her and Mr. Richards were in agreement that she should not be doing that, even though she felt forced to do that, because of the indifference to the project from others.

47. The claimant raised this with Mr Richards as her line manager and he says he fed that back.

48. In our view, that was not a satisfactory response to that situation.

49. We saw insufficient evidence of a proactive approach in attempting to encourage via his peers if necessary, those other departmental managers to do the right thing and to start mucking in and making those decisions, clearly to the detriment of the claimant’s stress and workload levels.

50. However, that is the only real criticism that we find there is sufficient evidence for in terms of the way in which Mr. Richards managed the claimant’s workload situation after she took on the new job role.

51. We find that a lot of the work the claimant complains about as increasing her workload to an unacceptable level, was temporary projects such as the performance improvement plans of members of her team the most crucial one being the LTM manager, the two IT projects namely at this time the platinum project for scanning all of the paper documents into a data room and the on boarding project, which was more significant.

52. Indeed, out of the additional work put forward by the claimant as causing her to feel the way that she did, the only part that we find was outside the scope of her job role or terms and conditions of employment was the fact that she was needing to make decisions for other departments because of their disengagement with the onboarding project. All other aspects of the job role the claimant fairly conceded fell within her contract of employment and job description.

53. Part of the problem was, as was common ground, that the team below the claimant of which she had oversight, was at all material times understaffed by either one or two team members.

54. She suggested that the way to resolve that issue was to benchmark their job roles with a view to increasing their pay so that in her view they would not keep leaving the department because of workload versus remuneration issues and therefore the churn of staff within that team would reduce and become more stable.

55. However, the problem with that argument is that we heard insufficient evidence

as to why those individuals left that department. We cannot simply assume that the claimant's assertions that they left because of poor remuneration are correct.

56. Even if she is correct, the other problem with that argument is that it would not have had an immediate impact on the claimant's workload because. That beneficial impact would not have been noticed until there were people actually recruited to those job roles and that they had been inducted to a point where they were able to do the job without the intensive supervision needed when someone starts a new job role.

57. Mr. Richards and the claimant consulted each other in a professional and friendly way to try and resolve the work issues, which was common ground. They came to a number of agreements.

58. The claimant and Mr. Richards agreed that, because the team was understaffed, delegation of work to subordinate members was therefore difficult because that would simply stress them out and the claimant did not want to do that.

59. When considering the poor performance and substantial conduct issues that were had with the LTM, the company had suggested that it might be commercially better if there was some sort of settlement agreement between the manager and the respondent so that she would leave, which would save a lot of management time in managing that employee effectively to the end of the HR processes that were applicable.

60. However, the claimant did not like that approach because with such serious and broad issues as had been uncovered by the claimant about the LTM's conduct and performance the right thing to do in the claimant's mind was to follow the process is to their conclusions so that the employee was given a chance to improve and that the Company did not incentivise poor performance as she put it.

61. Mr. Richards offered the claimant time off in lieu for the additional hours that she was working. Undoubtedly, if taken, this would have given the claimant some rest and recuperation additional to what she would ordinarily have been entitled to. However, because she would effectively be putting her workload on hold with no one else to do it while she was on time off in lieu, it did not impact her workload to reduce it and, in fact, may have increased the workload at the end of such days off because it would have built up over the period of time off in lieu.

62. Miss Darby gave evidence that the Respondent actually authorised to recruit 3 full time equivalents in case they needed to move one of the existing members of the subordinate team into either a temporary or permanent promotion into one of the management roles that reported directly into the claimant to assist her.

63. Of course, without any "bums on seats", that would not have any impact on the workload of the team as a whole because it would simply be moving one

subordinate member of the team into a more senior managerial role which might have helped the claimant to some extent however it would have meant that the team underneath them would have then been down a further member of staff which might have simply shifted the problem to someone else.

64. Ultimately, we find that there is insufficient evidence that there was any solution that could have been had short term or immediate resolution to the the workload issues that were largely temporary in nature and in some cases unforeseen, unless or until further people were recruited to the claimant's team and the IT projects came to their conclusion.

65. We equally find that a lot of the additional work the claimant was having to do was because of unforeseen issues with the IT projects or with HR management of colleagues that was not really the respondent behaving in a way to somehow undermine trust and confidence with the claimant.

66. These things were happening to the respondent just as much as they were happening to the claimant and we do not find that this was a situation, for the most part, where the respondent was inappropriately increasing the claimant's workload in circumstances where it was unreasonable for them to do so.

Appraisal

67. We now turn to the final event that the claimant relies upon as triggering her resignation. Whilst not expressly referred to in her resignation letter, we accept the claimant's evidence that this was the trigger for her handing in her notice.

68. In summary, the claimant alleges that she was given no feedback at all about the past approximately 12 months of work in the new role that she accepted following the outcome of the restructure.

69. The issue the claimant had with it was that without any feedback either positive or negative she felt that that was stifling any growth because she wouldn't effectively know whether she was doing anything good bad or indifferent. Essentially, she also felt as a result of that appraisal meeting undervalued.

70. We heard from both the claimant and Mr. Richards about what happened at that appraisal meeting.

71. We prefer the evidence of the claimant and we accept the claims evidence her paragraph 60 about how the appraisal was conducted by Mr. Richards.

72. Mr Richard's evidence was unsatisfactory and not very reliable because he cannot remember, he says, much about the appraisal meeting but when asked whether he challenged the claimant's version of events he said that if the claimant what essentially putting that forward as to what happened then he did not dispute it.

73. In support of the claimants view was also an after the event e-mail where Mr. Richards appears to have accepted as feedback that he needed to go through the pros and cons of the performance and at least review what had happened

in the prior 12 months in an appraisal process and he said words to the effect that he would take that on board for future reference.

74. After the appraisal meeting, the claimant reflected on how she was feeling about the new job role and about all of the issues we have previously discussed were concerning our about the focus of the job, the workload in general and the fact that although the IT projects and other work appeared to be temporary in nature there didn't appear to be any end insight for them soon enough for her. She therefore resigned with notice on 27 November 2024.

Analysis and conclusion

75. Before we go into the conclusions about the case, we wish to say to the parties how grateful we are for the constructive way for the most part in which the parties have behaved certainly throughout all of the final hearing.

76. We have fully considered the claimant's criticisms that she has made of the respondent about its disclosure exercise and the fact that they disclose documents late, which was not disputed, and that during evidence it appeared that only 1/2 hearted lip service approach was probably taken to the disclosure exercise that the respondent needed to conduct.

77. We have considered the evidential documents that we know did exist through the answers to questions of Miss Derby and Mr. Richards, such as organisational charts, draft documents and for example the draft job description for consultation with the claimant.

78. However, despite the fact that they are not before us we are unanimous in our view that they would not have assisted us to any great degree in coming to the decision that we are about to explain.

79. When considering the broader submission that the claimant said there may well be additional documents out there that might have better informed the parties and indeed the tribunal about this case, without any of those documents being identified and without there being any application for specific disclosure of those documents there was little that could be done about it.

80. It also strikes us that to have applied to ask for documents that the Claimant didn't know existed because they might better inform the case, would probably not have been fruitful or in furtherance of the overriding objective.

81. Before moving on to our decision, we finally say this, this is clearly one of those very sad cases where the respondent and the claimant previously had a brilliant working relationship that had lasted for 10s of years, and it is always sad when those relationships come to an end in the circumstances of this case because of issues to do with changes, workload issues, and business reorganisations, that should not be forgotten when considering this decision as a whole. The parties are commendable in that, despite there being adversarial litigation in this case, the witnesses in particular still appeared to have very positive relationships regardless.

82. Turning to our conclusions, the first issue we must consider was what the most recent act was said to be on the part of the employer which the claimant alleges caused her resignation.

83. We have already covered that and it was the appraisal meeting of 11 November 24.

84. We are not persuaded that there has been any affirmation of the contract since that date.

85. Any slight delay in the claimant handing in her resignation was to reflect on her situation and make a very grave and weighty decision for her given that she had been employed happily with the respondent for 26 years was highly regarded friendly with her line manager and was considered to be an asset to the respondent in virtually all aspects of her work and behaviour.

86. It was not argued before us that the appraisal meeting was, in itself, a repudiatory breach of contract. Indeed, even if it was argued that way, we would have unanimously and easily found that it was not sufficient enough to be a repudiatory breach of either an express or any implied to of the contract of employment.

87. We must then consider whether it was part of a sequence of events that collectively breached trust and confidence.

88. We have already found that there was one issue where we conclude that Mr Richards could have been more proactive and supportive in trying to octane the claimants peers in making decisions for their own departments rather than relying on her to do it.

89. Then there is the appraisal meeting itself, where we agree it was not best practise to provide no feedback at all to the claimant during that process.

90. In our view, we think that both sides have sufficiently underestimated how different the two job roles were simply by comparing the paper job description of the old job with the paper job description of the new job and we find that they were substantially different so much so that if the 30% policy had been applied to the new role as per the redundancy policy, that would undoubtedly have placed the claimant in the pool of people who were at risk of redundancy in our view.

91. However, the difficulty the claimant has there, is that with her eyes open, in good faith and with all the envisaged differences of which there was a meeting of the minds at the point the contracts entered into, she accepted a brand new job role with a brand new contract and a brand new job description.

92. Consequently, for all bar the appraisal not being conducted well and Mr Richard not being proactive enough in getting other managers to make decisions for their respective department's there was no breach at all in the claimant being asked to do what she accepted were items projects or work that were within her job role to do within the ambit of clause three of her contract of

employment.

93. Consequently, to the extent that it's been argued that these additional tasks and work caused an increase in the claimants workload, if we were to conclude that the respondent was the cause through their behaviour of that workload increasing they would have had reasonable and proper cause for doing so.

94. We then turn to whether the combination of the events offer being a lack of an appropriate appraisal or the lack of sufficient proactivity about the managers of the department's in combination, and whether they cumulatively amounted to a breach of trust and confidence.

95. We reminded ourselves that for there to be a breach of trust and confidence there must be behaviour from the respondent that had the purpose and/or effect of destroy or seriously damaging the employment relationship between the employer and the employee when viewed objectively.

96. In our unanimous view, the combination of those issues is insufficient to meet that very high threshold to convert the claimants resignation into a dismissal for the purposes of her unfair dismissal claim.

97. Consequently, the claimant resigned she was not dismissed and therefore she is unable to bring a claim of unfair dismissal.

98. The claim of unfair dismissal is the only claim before us we unanimously find that that claim is not well founded and it is therefore dismissed.

99. That concludes these proceedings and the claimant’s claim fails.

Judgment approved by
EMPLOYMENT JUDGE G SMART

On: 14 May 2026