



EMPLOYMENT TRIBUNALS

Claimant: Mr G Lynch

Respondent: Rolls-Royce Plc

HELD at Sheffield

ON: 6, 7 and 8 May 2026

BEFORE: Employment Judge Lancaster

REPRESENTATION:

Claimant: Ms C Brooke-Ward, Counsel

Respondent: Mr J Cook, Counsel

JUDGMENT was sent to the parties on **15 May 2026** and written summary reasons were requested in accordance with Rule 60 of the Employment Tribunal Procedure Rules, which are derived from the oral decision delivered at the time.

SUMMARY REASONS

1. The claimant Mr Lynch is a committed and principle trade unionist and has been very active. Up until 2022 he was a senior shop steward. He remained as a union representative until the Summer of 2024. He then retained his position as the branch chair and that was the only position he held at the material time to which these complaints relate.
2. Almost immediately afterwards at the end of January 2025 he was re-elected as a trade union representative.
3. The first part of this claim relates to the fact that the claimant was required to stand down from his post as an LEA, that is a local ethics advisor because it was perceived that that was incompatible with active involvement in the trade union in his capacity.

4. The LEA position is an unpaid role and sits within the respondent's Speak Up programme. It is clearly an important part of that process and there is no dispute that in terms of his personal qualities the claimant is admirably suited to hold that role to be an acknowledged point of contact for anyone wishing to raise concerns and to signpost them correctly.
5. The claimant applied for this additional role in October 2024. He was successful in his application and was inducted into that position after training on 28 November. I am satisfied that throughout that process the claimant was never told that this position was incompatible with an active trade union role. There had been some suggestion from Mrs Braddock that at one stage she believed the claimant would have been told that in the induction process but I am satisfied that was not the case. However I am equally satisfied on the evidence of Mrs Braddock that it was well understood within the compliance and ethics department which oversaw the LEA programme that there was a real or perceived conflict of interest between those who held a post as a union or labour representative and the LEA position. Whether that was also known to people such as the site manager Mr Bickley or to what extent they were aware of that is unclear, but I do not think it matters. I fully accept Mrs Braddock's evidence is that that was the policy applied across the department. And that I am satisfied is why, when she became aware through Mr Bickley that the claimant may be re-applying to be appointed as a trade union representative, she sent a letter on 29 November (so only the day after he was formally inducted into the post) informing him that if he were to decide to stand for election as a representative he would have to then stand down as an LEA. That policy which although it was described as an unwritten rule at that stage was subsequently incorporated into the formal framework for LEAs.
6. The claimant took issue with that. There were then discussion between him and Mrs Braddock and in the course of that she learnt - I am satisfied for the first time - that the claimant held the post of branch chair. Mrs Braddock then took advice on the possible implications of that and she went to Ms Miller who is based in the United States and part of the global compliance and ethics department within the respondent.
7. So having taken advice from Ms Miller which is obviously at a high level (and I attach no importance whatsoever to the fact that she only spoke to one person whereas she referred having spoken to colleagues), she informed Mr Lynch on 20 January 2025 that to remain in his position as branch chair would require him to step down as an LEA. But equally it was made clear, I am satisfied, that the alternative scenario could have come into play, that is that the claimant could have stepped down as branch chair and would then have been able to continue as an LEA.
8. It is clear from the tone of that letter on the 20th that Mrs Braddock, no doubt from the content of her conversations with the claimant, believed that his choice would be to step down as LEA and if he did not volunteer to do so that would be enforced. Then on 26th the claimant replied to that communication and indicated that he wished to step down immediately as an LEA and that was acceded to as from 27 January.
9. Those events I am satisfied are part of a series and I do not accept the respondent's argument that simply to accede to the claimant's request to step down on the 27th cannot be a detriment to him. It was clearly a decision that was forced upon him. It was made clear that he could not continue as both the branch chair and as an

LEA and therefore, although he would have been in the eyes of Mrs Braddock permissible for him to stay in post until they found a replacement, he decided that that was not logical and I have some sympathy with that view. He therefore decided that he would step down immediately. Had he not done so and remained in post as branch chair of course, as and when the replacement was appointed, Mrs Braddock would have insisted that he step down. So that is simply bringing the decision that the respondents have made forward to the 27th.

10. The key issue then is whether that decision to require him to step as LEA was done with the sole or main purpose of preventing or deterring him from taking part in the activities of an independent trade union at the appropriate time or penalising him for doing so. Those trade union activities are his chairing of the branch.
11. Clearly the position he was placed in can properly be regarded as subjecting the claimant to a detriment. He wished to carry out both roles. As I have said he was a committed and principled trade unionist and also he clearly wanted to do the role of LEA because he believed, with good reason, that he was personally suited to that and it would enhance his professional development within the company as well.
12. So the effect is clear, and in those circumstances there is sufficient to bring into play the provisions of section 148 where it is on the respondent to show what was the sole or main reason.
13. The short answer to this question is that I am satisfied on the evidence of Mrs Braddock that the sole or main reason was to preserve the position where there was no real or perceived conflict of interest between the role of a union representative and that of the LEA. And that I am satisfied was Mrs Braddock's decision. She had of course taken advice on whether after the position of branch chair brought into play that policy but having been advised from very high authority that it did, she simply confirmed her decision that the continuation of the claimant as chair of his local union branch was incompatible with him staying in role as an LEA. But to preserve that lack of conflict of interest was the sole purpose. I am not concerned with whether there was and in fact a conflict of interest or whether the respondent failed to apply similar considerations to others who may have applied for the post, such as production leads. There clearly was a policy in force, understood within the ethics and compliance team and applied in this case because it was considered that it extended not only to active trade union representatives or shop stewards but also to the position of branch chair. So that is why that claim must not succeed.
14. The second claim relates to the claimant's Personal Development Review which was carried out by his then line manager Mr Bowling on 21 January 2025. And although it perhaps has not been as clearly identified within the issues as it might be there are obviously two elements to this. One is that the claimant is complaining about things he alleges were said to him by Mr Bowling in the course of that meeting, but again the issue was whether the saying of those things constitute a detriment and whether the sole or main purpose of Mr Bowling in saying that was by one of the prescribed matters in section 146 in relation to the claimant's trade union activities.
15. The second part relates to in consequence of the rating at the PDR is that it affected the annual bonus. The claimant was scored "strong". That entitled him to a 100% of the applicable bonus when it was calculated later in March. Had he been rated

as “excellent” he would have achieved a higher bonus of 125%. Conversely had he been scored as a “lower than strong” there would have been a reduction in the bonus. But that is simply something that flows as a consequence of the decision taken by Mr Bowling as to how he should be scored at the review on 21 January. - though as I accept on the respondent’s argument there was no separate act as of March when the bonus was allocated. All that it is simply identifying the quantification of any loss that would flow from the decision in January if this were held to be a detriment and the actual loss it is agreed is relatively small, as I recall some £336 difference between 100% of the applicable bonus and 125%.

16. It follows that all the matters in relation to the PDR relate to the meeting with Mr Bowling on 21 January. Therefore this claim is out of time. Having held that the events in relation to the LEA appointments even though they ended on 27 January do not constitute subjecting the claimant to a detriment, they cannot bring his claim within time.
17. In any event I am not satisfied that those events in relation to LEA appointment are properly described as being part of a series of similar acts or failures. The only similarity is that the claimant has chosen to categorise them both as a claim for detriment. But on their factual matrix there is no contextual similarity at all. So the only way the claims could proceed is if it were not reasonably practicable to have presented them in time. And although the cut off point is 26 January, so the difference is marginal, there is no evidence adduced before me to suggest that it would not have been reasonably practicable for the claimant to have brought his complaint both about what Mr Bowling allegedly said to him on 21st and how he scored him on the 21st within the applicable time limits. The claimant had union advice from an early stage. He has been represented by the union’s instructed solicitors throughout and there is no explanation given as to why the claim could not have been brought to reflect those events five days earlier than it actually was. The approach to ACAS in fact was at the very end of the three month period following the confirmation of the claimant standing down as LEA.
18. I will deal with the substance of the complaint in any event. The scoring on a PDR is I have to say somewhat opaque. It is clear from the policy documents that both performance and delivery and behavioural issues are afforded equal weight 50/50 in assessing the overall score but it is unclear how those different elements are supposed to interact. In this case, as I say the claimant achieved a rating of strong. Which is the usual grading. On calibration it is expected that 60% of the workforce will fall into that category with only 25% falling above it either as excellent or exceptional, and conversely a relatively small percentage falling below that. That is the same rating the claimant had received for every one of the previous years 2021, 2022 and 2023. Although the categorisation had changed it was still a five point scale and “strong” or “good” which the claimant scored on those years fell in the middle bracket.
19. Within Mr Bowling’s written review he goes through the performance or delivery elements and identifies why he considered they merited a strong rating. He provides a very brief summary saying that the overall rating is strong and makes reference in particular to the claimant’s performance since he transferred to the yellow shift, which was under Mr Bowling and which was relatively recently, as again showing strong behaviours. There are no details given in any elements of how the claimant was rated on his behaviours, but in the course of that meeting it is accepted that Mr Bowling referenced the mid-term assessments some six

months earlier had been carried out by the claimant's previous manager Tom Harrison. The claimant accepts that he had at that stage been appraised by Mr Harrison and that there were potential issues regarding its behaviour. Those were matters that had already been raised with the claimant as and when they occurred. So those were obviously from the first part of the year. On balance I conclude that the two matters that were brought up from Mr Harrison's mid-term review were an issue regarding the claimant posting on a BBC Derby Facebook site comments relating to a share issue to the workforce by Rolls Royce where his comments were perceived as negative, and secondly -having been challenged that he was not present at the handover at the close of his shift - that he should have been but was instead engaging with people in a different department.

20. Those are the two matters that the claimant identified when he was discussing his informal grievance with Mr Horby. There is a possible suggestion that there was also a third matter brought up from the mid-term review which relates to comments in the inspection room, derogatory comments about "management being shit". But on balance it appears to me that that has been transposed from later events and was not actually raised on this occasion. The first time I can see reference to it is when Mr Bowling is interviewed in the course of the subsequent formal grievance by Mr Barker which were not until September 2025. Clearly by that stage he had got a greater knowledge of the claimant having worked with him subsequent to the conducting of the review in January. And some matters, including in particular a comment about an incident in the wax room, are clearly related to that later period but have been conflated with the earlier issues.
21. So as I say, on balance I am satisfied that there were at least two matters raised and the reason why Mr Bowling raised them was because it was part of the appraisal process to draw attention to behaviours having been challenged. But all he was doing, I am satisfied, was reminding the claimant that he had had these issues brought to his attention previously by Mr Harrison. There is no documentation of that mid-term review. There is no documentation of any handover from Mr Harrison to Mr Bowling, so he is relying upon an oral account. And that in my view explains why there is a lack of particularity as to the reiteration of these complaints. Of course the claimant seeks subsequent to argue that the failure to identify the allegation specifically or give him the chance to address them is improper. But as I say I am satisfied on Mr Bowling's evidence (and I did genuinely find him a compelling and sensible witness in his recollection of what had happened) they were simply reminding the claimant of these issues.
22. I am equally satisfied on balance that there was no discussion at that meeting whatsoever about anything the claimant may have been alleged to have said in the course of a union meeting discussing shift premiums. It is significant that the claimant in cross-examination was unable to recall any such detailed conversation and I do accept Mr Bowling's evidence that this did not happen and that he would not in the course of a PDR have raised matters with any employee specifically as to what had been done or said in a private trade union meeting. Also, incidentally, I have had no indication of how Mr Bowling would have known about those matters.
23. I consider that what has happened here is that the reference to those meetings has been interpolated by the claimant's representative, Mr Rawlinson, at the subsequent grievance meetings on a misunderstanding of what was being alleged. There clearly were such union meetings. The claimant was present but even

Mr Rawlinson could not recall the claimant having actively said anything that might have attracted any criticism in the course of those discussions.

24. So having first raised the matters historically that Mr Harrison had brought up earlier, perhaps understandably without great detail., I accept Mr Bowling's evidence as entirely plausible as to what then happened. That was that after the conclusion of the PDR itself the claimant asked for more clarification of the allegation that he made the derogatory comments about the company, but that would clearly on the face of it relate, in the context of the limited earlier discussion, to the post on the BBC Derby site and also in relation to the speaking to other people rather than attending to his own handover. On balance I conclude the claimant at that stage told Mr Bowling that he believed he'd been speaking then to other trade union officials. So it may well have been that this time the claimant was himself also still a trade union representative, and in that context Mr Bowling, as he has given evidence before me, advised the claimant that there should be a strict demarcation between any activities that could properly be described as related to the union and anything else, so that any such conversations should take place in private if possible. The claimant I find has then inaccurately extrapolated from that conversation his comments in the email of the 22nd the day after. This is of course is an important document that I have to consider carefully. And what he says there is "I was told my behaviours had been questionable". That is correct because he was reminded that his former manager had had to intervene on two occasions. He also writes "and at one point they mentioned was that I had been negative in an open forum" - again that would obviously apply to the postings on the BBC site - "which at that point I said that had nothing to do with my PDR. Any union meeting or what is said in a union meeting cannot be used to discredit anyone as this is a private meeting".
25. On balance I take the view that that is to be construed as the claimant conflating his own raising at the end of the meeting the fact that he believed his conversations outside of the handover period and in fact with other trade union officials with the previous concerns mentioned. That is what prompted Mr Bowling's retort that there should be a clear delineation between any such proper union activities and the definition of his own responsibilities on handover at the end of the shift, unconnected with any concerns about comments in an open forum.
26. I do not believe that the reference of a union meeting is anything other than the claimant interpreting the fact that he believed he was talking to his union colleagues as saying this was a "union meeting". Again I consider it significant that when questioned his recollection of the substance of the discussions at the end of the day were that these may have been corridor conversations. And of course even though he was a union representative up until around the middle of 2024 it is not everything that is done by a union rep that is necessarily therefore a trade union activity. And there is also an issue as to whether it is done at an appropriate time. If there is no consent for someone to absent themselves from their normal duties and handover whether or not it was properly construed as trade union activity talking about issues.
27. So on balance that is how I believe this suggestion that the Claimant was being criticised for comments at a union meeting has crept into this case. In the claimant's initial response on the 22nd he says nothing there about the shift premium meetings. This is only a general allegation. I pause to note of course

that whatever was said by Mr Harrison earlier it was not challenged by the claimant at that point.

28. When we come to the further grievance meetings, as I have indicated, I believe it is Mr Rawlinson who misconstrues the references to a union meeting and assumes that must relate therefore to a formal meeting and that that therefore must relate to the shift premium meetings of which he was aware. That I do not believe was ever said by Mr Bowling.
29. So though there were these comments, in relation to the BBC Facebook postings, I am satisfied that they clearly are not in relation to trade union activities. Even if the claimant was still a rep at that point he is posting in an open forum. He has made reference to the fact that he believes his members needed to know the full picture about this incentive share scheme, but he was not dealing directly with those that he was representing. He has identified one of the other people in the thread of conversations as somebody who knew had formally worked on site and at that time certainly have been a union member, and may indeed still be, but he had had no further contact with him since he left to work elsewhere.
30. In relation to the handover, on balance I conclude that this is not properly described as trade union activity, it is merely the holding of conversations outside of any express consent that the claimant absent himself from his own work. But in any event even if these comments were made I take Mr Bowling's evidence as to the content of that end of meeting discussion and his advice that the claimant should conduct his union business in private so as to avoid any confusion as to whether he was acting improperly and not fulfilling his own role,. It cannot properly be conceived as any detriment to the claimant. Alternatively, if the respondent had to show what the sole or main purpose of that comment was, it was not to deter the claimant from engaging any potential union activities, but to advise him in a proper framework in which he actually could engage in such matters without there being any possible criticism.
31. Those matters which were brought up did not result in the claimant's overall rating on the PDR being downgraded. I am satisfied on the evidence of Mr Bowling that the scoring of the claimant on deliveries as "strong" rather than anything higher was appropriate, and I repeat that that is consistent with his performance over the previous four years.
32. It is not the case therefore that he was assessed as higher than "strong", that is as "excellent", but some concern about his behaviours brought that scoring down. Nor is there any evidence that he should properly have been scored so highly on behaviours that that might in some way brought that score up. As I say the interrelationship between how deliveries and behaviours are scored is somewhat opaque and unclear as to how this would have operated, but again I repeat that I accept Mr Bowling's evidence that he did not consider that the fact of two interventions by a previous manager should be recorded to the detriment of the claimant on his permanent record, nor that that would actually affect the overall score. His own observations of the claimant whilst he had been managing him are recorded as saying since that he has been on yellow shift his behaviours have also been strong, so the consistent scoring across the board rating was appropriate.

33. So both on the time point and also on the substance of those complaints, that claim too is dismissed.

Approved by:

Employment Judge Lancaster

Date: 19th June 2026

SENT TO THE PARTIES ON

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FOR THE TRIBUNAL OFFICE

Notes

All judgments (apart from judgments under Rule 51) and any written full reasons for the judgments are published, in full, online at <https://www.gov.uk/employment-tribunal-decisions> shortly after a copy has been sent to the claimants and respondents.

If a Tribunal hearing has been recorded, you may request a transcript of the recording. Unless there are exceptional circumstances, you will have to pay for it. If a transcript is produced it will not include any oral judgment or reasons given at the hearing. The transcript will not be checked, approved or verified by a judge. There is more information in the joint Presidential Practice Direction on the Recording and Transcription of Hearings and accompanying Guidance, which can be found here: www.judiciary.uk/guidance-and-resources/employment-rules-and-legislation-practice-directions/