EMPLOYMENT TRIBUNALS

Claimant: Ms Helen King

Respondent: Newby and Scalby Town Council

Heard at: Leeds Employment Tribunal (in person) On: 24th March 2025, 25th March 2025 and 15th May 2025

Before: Employment Judge Flanagan (Sitting Alone)

Representation

Claimant: Miss Brookward

Respondent: Mr Kapadia

JUDGMENT
WITH REASONS

1. **The complaint of unfair dismissal is well founded.**

2. **The Claimant is due the sum of £20,910.66 compensation for loss of earnings due to her unfair dismissal.**

3. **The Claimant is further entitled to an ACAS uplift on the compensation of £5,227.67.**

4. **The Respondent is therefore to pay the Claimant the total sum of £26,138.33**

REASONS

Introduction

1. In a claim form presented to the Employment Tribunal on the 21st May 2024, the Claimant issued a claim for unfair dismissal.

2. The ACAS early conciliation process started on 5th April 2024, with a certificate being provided on the 26th April 2024.

3. The Claimant's employment is agreed to have begun on 1st March 2021 until she was dismissed, with notice, with effect of the 20th March 2024. Upon consideration of the timing of the dismissal and length of service, it follows that the claim is in time and the Employment Tribunal therefore has jurisdiction to consider the claim for unfair dismissal.

4. The Tribunal was provided with an electronic bundle containing 527 pages, as well as witness statements from two witnesses for the Respondent and two witnesses for the Claimant. All four witnesses gave live evidence and were cross-examined, as well as responding to questions from the Tribunal.

5. The Tribunal has had the benefit of written submissions from the Claimant, as well as oral submissions from both the Respondent and Claimant.

Factual Findings

6. The Claimant was employed as a Community Support Co-Ordinator, initially on a fixed-term contract from the 1st March 2021. The Claimant's role was to operate '*the Hub'*, a community hall ran by Newby and Scalby Town Council, the Respondent.

7. The Claimant's role was reviewed and in October 2021, her role increased to be 20 hours per week. Again, it was for a fixed-term of 12 months, with a review to be undertaken at 6 months. A written employment contract was then prepared on behalf of the Respondent to confirm the position.

8. In January 2022, the Claimant sent a letter to the Respondent, purportedly to tender her resignation. It was apparent that there had been difficulties in the relationship with the Clerk to the Council and Registered Financial Officer, Ms Jools Marley. Following discussions with representatives of the Respondent, the Claimant was persuaded to rescind her resignation, which was accepted and she continued in the role.

9. On 1st March 2022, with approval of the Council, the Claimant's role increased to be 30 hours per week. In fact, this was backdated to an earlier date, as it was agreed between the parties that the Claimant had been undertaking significant overtime.

10. On 1st September 2022, the Claimant's contract was made permanent. It is notable that there was no legal requirement at this stage as she had not been working for the Respondent for four years. It is important to point out, that the '*Woodsmith Grant*', later relied on by the Respondent as justifying the redundancy, was not in place. In fact, the grant had yet to be applied for.

11. The Respondent's budget was set for the 23/24 and 24/25 fiscal years. In those budgets, no reference was made to any grant funding. The Tribunal was not persuaded by the late explanation provided by the Respondent as to the basis for this omission of grant funding; namely that the relevant accountancy rules precluded the grant funding being included.

12. The Tribunal was satisfied that through the timing and examination of the budgets, the Claimant's role was evidently not dependent on external grant funding. The Claimant's salary was covered by the precept set by the council, over which they had control.

13. Moving forward through the chronology of events, it is agreed between the parties that part of the Claimant's role was to obtain funding for the Hub, from which community projects could then be ran. By August 2023, the Claimant had obtained what is called the 'Woodsmith Grant', but it is right to point out that the conditions attached to that money had yet to be met. Other funding was also obtained by the Claimant for the hub, although this was less in value.

14. The Claimant had a period of annual leave in the summer of 2023. When she returned to work at the end of August/start of September 2023, an issue developed between the Claimant and Ms Marley. The result of the incident was that the Claimant left work, as she had been signed off as being sick.

15. It is not necessary for the Tribunal to make factual findings about what happened between the pair, save to observe that there were clearly personality conflicts. A grievance was subsequently raised by the Claimant against Ms Marley.

16. Following receipt of the grievance, by a resolution of the Council in an extraordinary meeting on 4.10.23 (to which Ms Marley did not contribute), an external investigation was to take place of the grievance.

17. The external investigation was underway shortly afterwards. Interviews took place with the relevant witnesses, with notes being provided and the individuals given an opportunity to comment on the accuracy of the notes.

18. A report was then prepared by the independent investigator, Ms Nicky Shelton, dated 8th November 2023. It found that there were substantiated findings of bullying, harassment and/or intimidation, as well as evidence of aggressive behaviour, which had resulted in intimidation. The report concluded that the conduct breached the principles of dignity at work, civility and respect. There were also specific findings in relation to 'chuntering and snarling', occurring between the parties, with all the findings made on the balance of probabilities. The Council was provided with a detailed written report, as well as several annexes which included notes of the interviews and other documentary material.

19. The report concluded with a recommendation for disciplinary action to be taken against Ms Marley.

20. Following receipt of the report by the Council, a Council meeting took place on the 16th November 2023. During this meeting, it was determined that there would be a disciplinary committee convened to consider the case against Ms Marley, with several councillors selected to sit on the panel. A date for the proposed meeting was determined, as well as an individual identified to take notes. Ms Marley was then suspended from work on or around 21st November 2023.

21. On the same day as the suspension decision being notified, Ms Marley sent a resignation letter to the Council, stating that she wished to resign and gave 12 weeks' notice.

22. Around the same time, the Claimant returned to work from her period of sick leave, which had been previously treated by the Council as 'special leave', with the Claimant receiving full pay.

23. Rather than await the outcome of the disciplinary process, following a further council meeting that took place on the 29th November 2023, the decision was made to bring the disciplinary meeting to an immediate conclusion. It is notable that this occurred without any hearing taking place or any further enquiry. The Clerk to Council, Ms Marley was then informed that the suspension was lifted and she was directed to return to work. In the course of this meeting, Counsellor Towse, who had been chair of the council, objected. However, the motion to cease the disciplinary process nevertheless carried. It has not been possible to make any specific findings regarding how these events transpired, save to observe that not all documentation and communications regarding the events appear to have been disclosed by the Respondent.

24. Although the Tribunal has not been provided with any documentary evidence, it is evident that Ms Marley quickly rescinded her resignation and returned to work. This in turn had the effect of causing the Claimant to feel unable to attend work, and she was then recorded of being on sick leave. Evidence has been supplied that the Claimant was signed off work for a period two months. It is important to note that no actual grievance outcome was provided to the Claimant, save for a short letter telling her that grievance and disciplinary proceedings had stopped. However, a complaint was made by Ms Marley to Counsellor Towse about her suspension apparently being made public.

25. Following these developments, the previous chairman of the council, Mr Towse, resigned. This resulted in the previous vice-chairman then taking over; Mr Thompson.

26. In a council meeting on the 7th December 2023, a decision was made to 'disregard' the disciplinary matter against Ms Marley, with the available notes stating that this was due to '*new evidence and information being received'*. It has never been explained what this new evidence was; the only development that is evidenced in the short intervening period was Ms Marley's resignation and retraction of that resignation.

27. In evidence before the Tribunal, Ms Smith – who was a member of the council who made the decision to stop the proceedings – stated that the Council was unimpressed with the 'structure' of the independent report. In answering questions to the Tribunal, she also stated that the conclusions were reached on the balance of probabilities, not so that the investigator was 'sure'.

28. At the same time as the disciplinary proceedings were halted, a decision was also made to end the special leave that the Claimant had been on, with a formal requirement for the Claimant to return to work.

29. The Claimant requested details of the outcome of her grievance in an email to the Council on the 9th December 2023, but there is no evidence of a response being provided.

30. Ms Smith gave evidence to the Council would be 'left in lurch' without Ms Marley and 'in disarray'.

31. In a further Council meeting on the 20th December 2023, Cllr Thompson was elected Chair. The confidential notes also state that meetings had taken place 'which were unauthorised with the Claimant and Cllr Towse', as well as a discussion about how the Claimant would be managed now that Cllr Towse had left his role.

32. In an email dated the 5th January 2024, the Claimant appealed against the 'outcome' of the grievance. Whilst the Claimant had not actually had a decision, she understood that the grievance had effectively been dismissed. There was not a response to the Claimant's appeal until an email was sent on 21st March 2024, notably after the Claimant was dismissed.

33. Shortly afterwards, the Respondent made the decision, with the assistance of Ms Marley, to undertake an investigation in to the Woodsmoor Grant; entitled the 'Maoni' report. The result of an investigation was that the investigator determined that the money received from the Grant should be returned. In evidence, the Claimant made complaints regarding the Respondent failing to disclose communications between the Council and the Maoni investigator around this time. In any event, the Respondent later characterised the position as that the money had to be returned, as there had been a failure to comply with the conditions attached to the Grant. It is notable that the Claimant and Cllr Towse had spoken with Woodsmoor in November 2023, when there was no suggestion that the money needed to be returned and that no demand for repayment was made at any stage.

34. The Respondent raised other issues with the Claimant and the issuing of grants, with Ms Marley stating that grants and funds were being applied for without her knowledge. I was not directed to any specific policy or other document that precluded the Claimant applying for grants without Ms Marley's knowledge.

35. Significantly, prior to the Maoni report into funding being received, advice was sought by the Respondent about terminating Claimant's employment. The response to the enquiry was that Claimant could be made redundant, although no further context was provided. When asked about why this enquiry was made, Ms Marley stated that her '*impression at time was that the Claimant and I could not work together'*. The Tribunal was satisfied that the reason for the enquiry being made was because of the personality conflict between the Claimant and Ms Marley.

36. The Maoni report was then provided to the Respondent, stating that all of the Woodsmoor money should be returned to the provider. The Respondent seemingly then made the decision to make the Claimant redundant, although how that process was undertaken by the Respondent and on what basis remains opaque. There is no evidence, either in documentary or witness form, of what work was being ceased or diminished for the hub – or within the Council at large.

There is no evidence of any decision being made to consider ceasing or diminishing any form of work around this time, or before the decision was made to dismiss the Claimant. Crucially however, there is evidence that the decision was made to stop community events at the hub *after* the decision was made to dismiss the Claimant.

37. This Tribunal also notes that in terms of consultation, it is conceded by the Respondent that in terms of alternatives to redundancy, none were considered. It is also conceded that there was no consideration of raising the precept, which I find had been raised in the past – or in making other redundancies – such as the cleaner or caretaker. Equally, no consideration was made to reducing the Claimant's hours.

38. The Claimant was notified of her dismissal with effect of the 20th March 2024.

39. The Claimant was provided with the option of appealing the dismissal decision, which she exercised. However, no arrangements were made to conduct an appeal and no appeal in fact took place.

The Legal Position

40. In respect of a claim for unfair dismissal under s.98 of the Employment Rights Act 1996, it is for the Respondent has to show that the dismissal was for a potentially fair reason.

41. The Respondent states that the potentially fair reason for the dismissal was redundancy.

42. Redundancy is defined in s.139(1)(b) of the 1996 Act. The Respondent has to show that the dismissal was fair; the Respondent must demonstrate that there was a genuine redundancy situation, with a fair procedure being followed throughout. There must be adequate consultation about the existence of a redundancy situation, as well as the appropriate pool for selection, the criteria for selection and the implementation of those criteria to the individual.

43. It is important that there should be consideration of possible alternatives to a compulsory redundancy and consideration of possible suitable alternative employment. It is not for the Tribunal to substitute its own view of what should have happened, for it is judging whether the actions of the employer were fair, and not deciding what it would have done.

44. It follows that the correct approach in determining what is a dismissal by reason of redundancy in terms of section 139(1)(b) is

(1) Was the employee dismissed;
(2) Had the requirements of the employer's business for employees to carry out work of a particular kind ceased, or diminished;
(3) If so, was the dismissal of the employee caused wholly or mainly by that state of affairs?

45. This summary to the approach was set down in *Safeway Stores v Burrel* [1997] IRLR 200, as upheld in *Murray v Foyle Meats* [2000] 1 AC 51.

46. A re-organisation may or may not end in redundancy, it all depends on the nature and effect of the reorganisation.

47. In terms of the consultation process, the case of *Mugford v Midland Bank* [1997] ICR 399 provides a helpful approach:

(1) Where no consultation about redundancy has taken place with either the trade union or the employee the dismissal will normally be unfair, unless the industrial tribunal finds that a reasonable employer would have concluded that consultation would be an utterly futile exercise in the particular circumstances of the case.
(2) Consultation with the trade union over selection criteria does not of itself release the employer from considering with the employee individually his being identified for redundancy.
(3) It will be a question of fact and degree for the industrial tribunal to consider whether consultation with the individual and/or his union was so inadequate as to render the dismissal unfair. A lack of consultation in any particular respect will not automatically lead to that result. The overall picture must be viewed by the tribunal up to the date of termination to ascertain whether the employer has or has not acted

48. I have reminded myself of the ACAS Code which also gives further assistance regarding the consultation process and how that should be undertaken.

49. The burden of proof as to the reason for dismissal is on the employer, on the balance of probabilities. There is no burden or standard of proof for the Tribunal's assessment of whether it was fair to dismiss. If the dismissal was procedurally unfair, the Tribunal has to assess what would have happened if a fair procedure had been followed

50. In assessing the fairness of the process, I have considered the following:

(i) In applying section 98(4) the Employment Tribunal must consider the reasonableness of the employer's conduct;
(ii) The Employment Tribunal must not substitute its own view for that of the employer as to what was the right course to adopt for that employer;
(iii) On the issue of liability, the Tribunal must confine itself to the facts found by the employer at the time of the dismissal;
(iv) The Tribunal should ask: did the employer's action fall within the band of reasonable responses open to an employer in those circumstances?

51. I have explicitly not considered the potentially fair reason of dismissal for some other substantial reason, as having heard submissions from both parties, it was agreed that this potential defence was not relied on by the Respondent. It would therefore be inappropriate for the Tribunal to make any findings on that basis when redundancy is the stated reason for the dismissal.

<u>The Respondent's Submissions</u>

52. The Respondent submits that the reason for the dismissal was redundancy. Evidence has been provided from the Respondent that there was financial

difficulties, as the funding had been reduced and there were issues with the precept. It is averred that this remained the case that by the 11th January, there were difficulties with the Woodsmith money and the Respondent then obtained the report, which recommended that that money had to be returned.

53. The Respondent submits that this was a significant sum to be returned, particularly for quite a small organisation. The obvious inference is that the reason she was dismissed was because of the loss of the funding. It was therefore significant that as money was to be returned to the Woodsmith foundation, there was less money than there was going to be. As far as the allocation was concerned, this money was not budgeted. There was no dispute that the money had been received. The money was not on the excel spreadsheet. The Respondent was not expecting to return the money and was also expecting more money to come in due course. The Respondent avers that it was case that the £16,000 needed to be accounted for and the additional £15,000 was not going to be coming in. This was a large sum for a small budget.

54. In response to the allegation that the redundancy exercise was Sham, the Respondent states the evidence of Ms Marley was there was 'no love lost' between her and the Claimant. In terms of Ms Marley's involvement in the process, she did speak with Woodsmith, but it was submitted that Ms Marley and the council were not aware of the limitations or conditions attached to the grant and did not know of the conversations on the 29th November between the Claimant and Woodsmith. The Respondent was therefore entitled to hold a meeting to find out what to do with the funds when the position was established. The Respondent states that there is nothing suspicious about these acts, as this was the first time they find out what the money was for. Further, it is suggested that the meeting the conditions to the money has not been followed up. The reality is that Ms Marley and the Claimant were not speaking at the time, so there not a 'plot', it was merely that Ms Marley was committed to working for the council.

55. The Respondent further submits that Ms Marley would not undermine the accounts or the Respondent's financial position. The Respondent returned the Woodsmith money following the conclusions of the Maoni report, which it was obliged to follow.

56. The Respondent states that the Claimant was not in work as she was off sick and the position needed to be resolved. The Respondent was concerned that the Claimant could not possibly fulfil the conditions of the grant. Following the lifting of Ms Marley's suspension and the cancellation of the grievance on the 8th December, the only option was that the pair needed to discuss working arrangements moving forwards.

57. It was further submitted that there was a genuine redundancy and the Respondent had no option. The Woodsmith money was going to be returned and there was no bias involved, as it was and remains a small organisation.

58. In terms of the consultation process, the Respondent avers that having regard to the size and administrative resources of the organisation, with limited human resources support, the process was reasonable. In terms of the suggestions of alternatives; the cleaner was a separate role – it was not the Claimant's job and from a financial perspective, it would not have resolved the financial problem.

Moreover, there would still be events at the hub which would need to be cleaned. The Respondent states that in reality there was only one person in the pool; the Claimant.

59. The Respondent concedes that there is no evidence of consideration of alternatives to redundancy. It was also conceded that there was no appeal, although some steps were taken to hold a meeting.

60. In respect of quantum, the Respondent urged the Tribunal to consider a Polkey reduction if there was a genuine redundancy and the procedure could have been made fair. It was formally conceded that some other substantial reason was not pleaded by the Respondent and that remains the position.

The Claimant's Submissions

61. The Claimant provided written submissions, which were expanded on orally. In summary, the Claimant submits that her dismissal was not a genuine redundancy, as the statutory definition has not been satisfied. The Respondent's reliance on the cessation of funding as the reason for the redundancy is unsupported by the evidence, and the true reason for the dismissal appears to be the unresolved grievance against Jools Marley.

62. It was also submitted that the Respondent's failure to follow a fair and transparent redundancy process – including failing to offer suitable alternatives or an opportunity for appeal – further demonstrates that the dismissal was unfair. The Claimant submitted that was unfairly dismissed and should receive unreduced compensation.

Applying the Factual Findings to the Law

63. Firstly, the Tribunal was not satisfied that there was any evidence, let alone any sufficient evidence, that there was a true cessation or diminution of work at the Respondent. After the decision was taken to remove the Claimant, the hub was still in existence, with meetings and activities still taking place. There had been no decision – from any source – to stop the hub's community role, which the Claimant had been engaged to undertake. There are no notes from the Council meetings of Ms Marley, which were themselves not prepared at the time, to indicate that a policy change had occurred and that the hub was only to be utilised for third party hires only. In terms of the background to any decision, there was no evidence of any plan to alter how the hub worked or any reasoning for the decision.

64. It remains unclear how and why the disciplinary process into Ms Marley had ceased, with no adequate reason provided. This Tribunal therefore has no hesitation in concluding that the real reason for the dismissal was the difficulties between Ms Marley and the Claimant, as exposed by the grievance.

65. When the Tribunal examined the minutes of the Council meetings that have been disclosed, the decision to make the Claimant redundant occurred on the 27th February 2024. However, the decision to stop events in the hub occurred on the 20th March 2024 – sometime after the redundancy decision had been made. There was simply no evidence provided by the Respondent to demonstrate that the

Claimant's role had diminished or ceased. There was no suggestion any earlier than in January 2024, when the difficult relationship between Ms Marley and the Claimant arose, of any need to cut staff or change the workings of the hub. It was also evident that the request was made how the Claimant could be dismissed to the Human Resources department around the same time.

66. It was the Claimant's case that the redundancy relied upon by the Respondent was a sham. The Tribunal reminded itself that it is for the Respondent to show that there was a genuine redundancy situation and there was simply no evidence to support the Respondent's contention. Even at the final Hearing, the Respondent's case remained somewhat elusive. Furthermore, the Respondent's pleaded case did not correlate with the evidence and what was put to Claimant in questioning.

67. In the Respondent's pleaded response, the cleaner and support worker at the hub were accepted as being employed by the Council. It remains unclear why there was no consideration of these roles being either placed at risk or placed in the same pool as the Claimant. It was later suggested by the Respondent that these roles were funded by the Woodsmith grant, but no explanation was provided as to why it would not have been appropriate for these roles to be considered for redundancy. Put simply, despite both of these roles only being filled for a short time, there is no explanation why these were not suggested for money saving before the Claimant's role was selected for compulsory redundancy.

68. In any event, the Respondent's budgets in both the 23/24 and 24/25 fiscal years, which were both approved by the Council, included the Claimant's salary and were not reliant on the Woodsmith – or any other grant. These grants were also not placed in the initial budgets. It follows that the decision to make the Claimant redundant was taken regardless of the grants being received. The Tribunal was provided with evidence, which was accepted, that these grants were aspirational.

69. The Claimant's evidence, largely supported by Reginald Towse, was found by this the Tribunal to be consistent and compelling. She had raised a grievance that had simply been glossed over by the Respondent, without any substantive resolution being provided. Whilst it may have been difficult for the Claimant and Ms Marley to work together, rather than attempting to find a workaround or a solution, it was determined that the Claimant should be dismissed. It was doubtless difficult to resolve the position whilst the Claimant was absent from work, particularly after Cllr Towse resigned and there was therefore no other conduit to assist the Claimant. However, no genuine efforts were made to resolve the position, instead the Respondent simply took steps to remove the Claimant from her role.

70. The Tribunal noted the absence of various significant documents, in particular Council Meeting Minutes, but no specific factual findings or adverse inferences were made regarding the impact of their absence.

71. The Tribunal was not satisfied that the Respondent proved their basic case; namely that as the Woodsmith grant money needed to be returned, the Claimant's role could not be afforded. The conclusion of the Maoni report only occurred after the decision had been made to dismiss the Claimant. Moreover, when considering the profitability spreadsheets – these did not depict an accurate reality of profitability of hub. The documents were belatedly prepared to give the

impression that the hub cost too much money in an effort to ensure the Claimant needed to be removed.

72. The Tribunal was concerned that these documents were designed to fulfil a specific purpose and could be described as merely creative accounting. On the most fundamental level, the Claimant had been employed before the Woodsmoor grant had even been applied for and the budget for the Claimant's salary had been approved. Furthermore, the grant only represented half the Claimant's salary, which in any event was only for a limited period and was received after her role was made permanent. The Respondent could simply have determined to re-categorise money and pay for her salary – as had been done before – including by consideration of increasing the precept. The Tribunal was satisfied that none of these options were even considered.

73. This Tribunal was satisfied that had the Claimant not raised a grievance against Ms Marley, the 'redundancy situation' would never have arisen and the dismissal would never have occurred. It follows that there was not a genuine redundancy situation and the entire process was a sham.

74. The Tribunal was further concerned with multiple failures in the dismissal process. There was simply no adequate consultation with the Claimant, which the Tribunal considers could have altered the outcome – with the Claimant being able to proffer alternatives for consideration had the Respondent embarked on the process. The Respondent latterly admitted failing to consider alternatives to the compulsory redundancy, such as reducing the Claimant's hours or removing other posts – including the temporary and fixed-term members of staff.

75. The Respondent's consultation process was wholly inadequate, undermining the very nature of the exercise. There were multiple other options available to the Respondent – even including periodical lay off, as the Claimant's contract provided. However, the Tribunal was satisfied that the Respondent had made the decision unilaterally to dismiss the Claimant in any event.

76. The Tribunal therefore finds that the dismissal was substantively and procedurally unfair.

Remedy

The Claimant's Submissions on Remedy

77. The Claimant seeks damages – including a basic award and a compensatory award to reflect her loss of earnings.

78. The Claimant submitted that she should receive at least two years' compensation, as a result of the Respondent's conduct and her health. The Claimant was not in a position to return to work any earlier than the Tribunal because of the Respondent's treatment. The Claimant was told that she was to be made redundant without any other alternatives and whilst she was given the option of an appeal, this was never undertaken.

79. The Claimant averred that the complete failure to comply with the ACAS code meant the maximum uplift of 25% should be awarded, the grievance had not been investigated and the dismissal dealt with entirely inappropriately.

The Respondent's Submissions on Remedy

80. The Respondent stated that it would be wrong to award an ACAS uplift for similar reasons to the *Polkey* principle. The Respondent stated that as the dismissal was for redundancy, then the ACAS rules do not apply. If the redundancy were a sham, then the ACAS rules do apply and the Tribunal would have the power to increase the award.

81. The Respondent conceded that there had not been good compliance regarding the grievance procedure. However, it was suggested that the letter dated the 8th December 2023 provided a form of outcome to the Claimant. It was also submitted that the information provided to the Claimant on the 14th February provided the Claimant with the necessary information and was an attempt was made to provide the Claimant with an appeal route for her grievance. The Respondent suggested that a 10% uplift may be justified.

82. The Respondent urged the Tribunal to deduct the Claimant's earnings after her dismissal, a sum of £1975.05 in total. The Respondent also submitted that deductions should be made for the periods of when the Claimant was not in work due to sick leave, as she had already been absent from work from September – March, aside from a 3 week period in November. Lastly, the Respondent suggested that the evidence from the September job offer was that she rejected a suitable new job and that no future loss was therefore recoverable.

The Tribunal's Conclusion on Remedy

83. The Claimant is entitled to the basic award, but it is agreed that this has already been paid to the Claimant in the form of the purported redundancy payment.

84. In considering the compensatory award, the Tribunal has found that the dismissal was both substantively and procedurally unfair. The Tribunal was not satisfied that the Claimant would have been dismissed in any event had an adequate and fair process been undertaken. It was just and equitable for the Claimant to receive compensation for the loss of her employment.

85. In consideration of what is just and equitable, the Tribunal was satisfied with the Claimant's evidence that she did try to return to work, but due to the state of health she was unable to immediately. The Claimant did obtain work, albeit at a lower rate, but was not able to continue for a long period due to the effects of her dismissal and treatment by the Respondent. The Tribunal was satisfied that the Claimant had made reasonable efforts to mitigate her loss over the period.

86. The Tribunal concluded that it was just and equitable for the Claimant to receive compensatory loss for the period of 12 months following her dismissal. The Claimant was therefore entitled to compensation for her loss of salary over that period, totalling £23,225.13. The Claimant is further entitled to compensation for loss of pension benefit and loss of statutory rights. The total figure is therefore

£25,116.11, which covers the period of almost exactly 12 months from the dismissal to the date of the first date of the final Tribunal Hearing.

87. From that figure, the Tribunal will deduct the £2,230 the Claimant received in job seekers allowance and other benefits, as well as the £1975.05 the Claimant received in other earnings for work undertaken.

88. The adjusted compensation due is therefore **£20,910.66.**

89. The Tribunal was not satisfied that it was just and equitable to make any additional award for future loss of earnings. The Tribunal considered it inappropriate for the Respondent to be liable for continuing losses longer than 12 months after the dismissal. The Claimant had had offers of work from other sources at either the same or higher pay and by the one year anniversary stage and sufficient time had passed for the Claimant to obtain suitable alternative employment. It was not just and equitable for the Respondent to be liable for a longer period of compensatory award.

90. The Respondent's compliance with ACAS Code had been very poor. The Claimant's grievance had not been appropriately handled; it was effectively terminated without any explanation. The dismissal process had been a sham, with inadequate consultation and a lack of consideration of alternatives. The offer of an appeal against the grievance outcome was only made after the termination and not in good faith. The Respondent had access to human resources support, but inaccurate information had been supplied to the advisers. There was no evidence of seeking contact at other stages. The Tribunal was satisfied that it was appropriate to award the maximum uplift, namely 25% , which totals £5,227.67.

91. The total sum therefore payable by the Respondent to the Claimant a compensatory award of £20,910.66 plus an uplift of £5,227.67, totalling £26,138.33.

_____

Employment Judge **Flanagan**

Date 16th June 2025

JUDGMENT SENT TO THE PARTIES ON

22 June 2025

FOR THE TRIBUNAL OFFICE

Public access to employment tribunal decisions

Judgments and reasons for the judgments are published, in full, online at www.gov.uk/employment-tribunal-decisions shortly after a copy has been sent to the claimant(s) and respondent(s) in a case.